



FACE TO FACE TRAINING AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 202_

BETWEEN

CHARTERED INSURANCE INSTITUTE a corporate body formed under Royal Charter with company number RC000104, whose registered office is 3rd Floor, 20 Fenchurch Street, London EC3M 3BY (the "**Supplier**").

AND

[**COMPANY**], whose registered office is at [Address]; and registered company number [XXXXXX]; (the "**Client**").

Collectively ("**the parties**")

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

"**Agreement**" means this Agreement for the provision of the Educational Service.

"**Document**" includes, in addition to a document in writing, any map, plan, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data.

"**Educational Service**" means the service to be provided by the Supplier for the Client and referred to in the Specification Sheet.

"**Material**" means any Documents or other materials, including but not limited to training materials and exercises, examinations guides, presentations, and any data or other information provided by the Supplier relating to the Educational Service.

"**Specification Sheet**" means the sheet to which this Agreement is appended.

"**Supplier's Charges**" means the charges shown in Clause 4.2 relating to the Educational Service from time to time.

The headings in this Agreement are for convenience only and shall not affect interpretation.

2 SUPPLY OF THE EDUCATIONAL SERVICE

2.1 The Supplier shall provide the Educational Service to the Client subject to this Agreement. Any changes or additions to the Educational Service or this Agreement must be agreed in writing by the Supplier and the Client.

2.2 The Educational Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with the Supplier's applicable published literature relating to the Educational Service from time to time, subject to this Agreement.

2.3 Further details about the Educational Service, and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochures or other promotional literature, may be made available on written request.

2.4 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature quotation or other document relating to the provision of the Educational Service without any liability to the Client.

3 REGULATORY COMPLIANCE

The Consumer Protection (Distance Selling) Regulations 2000

3.1 If this Agreement is a consumer contract as defined in the Regulations, the Supplier and Client acknowledge their understanding and agree the supply of the Educational Service falls within the exemption in Regulation 6(2)(b).

The Electronic Commerce (EC Directive) Regulations 2002

3.2 The parties agree that to the extent permitted by law, the above Regulations do not apply to this Agreement.

4 CHARGES

4.1 The Client shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Educational Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, or any other cause attributable to the Client.

4.2 The Supplier's Charges for the provision of this Educational Service shall be a fee of [£] plus the tutor's expenses for a maximum of [12] delegates.

In addition to the Supplier's Charges, the Supplier shall be entitled to recover its reasonable out-of-pocket expenses directly incurred in relation to the provision of the Educational Service, including (but not limited to) travelling, accommodation and subsistence expenses.

4.3 The Supplier shall be entitled to vary the Supplier's Charges from time to time by giving not less than one month's written notice to the Client.

4.4 All charges quoted to the Client for the provision of the Educational Service are exclusive of any Value Added Tax.

4.5 The Supplier shall be entitled to invoice the Client:

4.5.1 from the date the course commences, such amount to be paid 28 days from receipt of such invoice and

4.5.2 in the event that the Client cancels a course shown on the attached Specification Sheet the following charges would be made by the Supplier:

cancellation less than 3 weeks before the course - 100% of the quoted Supplier's Charges.

4.6 The Supplier's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice.

4.7 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the base rate from time to time of HSBC Bank from the due date until the outstanding amount is paid in full.

5 RIGHTS IN THE MATERIAL

5.1 The property and any copyright or other intellectual property rights in any Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Material for the purposes of the Educational Service on the occasions detailed on the Specification Sheet.

5.2 The Client shall not copy, reproduce, abstract, summarise or precis in whole or in part any Document supplied by the Supplier pursuant to the provision of the Educational Service or any Material except to the extent necessary for the provision of the Educational Service, and subject to the Supplier's prior written consent. The Client shall ensure that on any copy, reproduction, abstract, summary or precis there is a written notice in a prominent position indicating that all rights are reserved by the Supplier together with international copyright symbol, the name of the Supplier and the relevant year.

5.3 Any Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5.4 The Supplier warrants that any Material and its use by the Client for the purposes of the Educational Service will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

6 NON-SOLICITATION

- 6.1 The Client shall not at any time during the term of this Agreement or for a period of one year thereafter solicit or endeavour to entice away from or discourage from being employed by the Supplier any person who is engaged in the provision of the Educational Service to the Client.
- 6.2 The Client shall not at any time during the term of this Agreement or for a period of one year thereafter employ or attempt to employ any person who is, or shall at any time be, employed by the Supplier in relation to the provision of the Educational Service.

7 WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 The Supplier warrants to the Client that the Educational Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification Sheet and at the intervals and within the times referred to in the Specification Sheet. Where the Supplier supplies in connection with the provision of the Educational Service any goods (including the Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 7.2 Except in respect of death or personal injury caused by the Supplier's negligence, or where expressly provided in this Agreement the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Educational Service, and the entire liability of the Supplier under or in connection with the Agreement shall not exceed the amount of the Supplier's Charges for the provision of the Educational Service, or if lower the amount which the Supplier is able to recover under its liability insurance policies in relation to any particular claim.
- 7.3 The Supplier shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Educational Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

8 TERM AND TERMINATION

- 8.1 This Agreement shall come into force on the date given at the top of this Agreement and shall terminate on [completion of the Educational Services, which shall be on [Date]].
- 8.2 The parties shall be entitled to terminate the Agreement at any time by giving not less than 1 month's written notice to the Supplier. On such termination the Supplier shall be entitled to the payment shown under Clause 4.5 and to recover immediately any out-of-pocket expenses incurred directly in relation to the provision of the Educational Service at that date.
- 8.3 Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any breach of this Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 8.4 The provisions of clauses 4, 5, 6, 7 and 9 shall continue in force in accordance with their terms, notwithstanding termination of this Agreement for any reason.

9 CONFIDENTIALITY

- 9.1 Each party agrees that the discussions between them and the terms of this Agreement, including without limitation, relating to the names of each party's clients and potential clients, prices, fee scales and discounts, together with information relating to each party's business ('**Confidential Information**') shall be kept strictly confidential by each party whether it is communicated orally or in writing or by any other means.
- 9.2 This restriction shall not apply to information which is within the public domain or which was lawfully known to the other party prior to the commencement of the original discussions. If either party is required to disclose Confidential Information to its officers, employees, agents or professional advisers then this shall be restricted to only those persons who need access to it for the purpose of implementing the objectives of this Agreement.

9.3 The obligations under this Clause 9 will survive the termination of this Agreement and shall continue for a period of 3 years following termination of this Agreement.

10 GENERAL

10.1 Data Protection. Each party undertakes to comply at all times with applicable laws, including, without limitation, the Data Protection Act 2018 (“**the Act**”) the and the General Data Protection Regulation 2016/679 (“**GDPR**”), to the extent it processes any personal data on behalf of the other. “**Personal data**” shall have the meaning given to it in the Act. In particular, but without limitation, each party shall: only carry out processing of personal data in accordance with the other’s instructions; only disclose it to or allow access to it by those of its employees, servants or agents who are familiar with data protection requirements and whose use of personal data relates to their job or function; assist the other with all subject information requests received from data subjects.

10.2 Third Party Rights. The parties agree that no third party shall be able to enforce any term of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

10.3 Entire Agreement. This Agreement (together with the terms, if any, set out in the Specification Sheet), constitute the entire agreement between the parties, supersede any previous agreement or understanding relating to the Educational Service and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.4 Notices. Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.5 Waiver. No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.6 Severance. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

10.7 Dispute Resolution. In the event of a dispute concerning the Educational Service supplied, the parties shall use their reasonable endeavours to resolve it as soon as practicable. If they fail to do so within 14 days, the parties shall use their best endeavours to try to agree on and implement a formal method of dispute resolution. If the parties fail to agree such a method within a further 14 days, legal proceedings may be commenced.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of England and Wales, and the parties agree, subject to Clause 10.7 above, to submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date stated at the beginning of it.

Signature

Signed by (print name)

For and behalf of the **Chartered Insurance Institute**

Signature

Signed by (print name)

For and on behalf of **[Company]**

SPECIFICATION SHEET

Client: [Client Company Name]

Client's Registered Office: [Address]

Client's Billing Address:
(if not above)

Course Title: [Insert]

Tutor: [Name]

Date(s): [Date]

Address course to be delivered at: [Address]

Format of course: []¹

Any Other Information:

- *[The programme allows for a 10 - 15 minute coffee break morning and afternoon and a one hour lunch break.]*

¹ E.g., via Teams, in person at Client's premises, any other location