Terms & Conditions

In-Company Agreement

1. Definitions

1.1 In this legally binding agreement the following definitions apply:

"REC" means the Recruitment and Employment Confederation of 1st Floor, Dorset House, 27-45 Stamford Street, London SE1 9NT.
"The Company" is as outlined in the attached letter.
"The Trainer" means the individual or limited company supplied to the Company by the REC to carry out the Training
"Training" means the provision of any training by the REC to the Company at the Company's premises or such other location as may be agreed and at a time and date and for such period as may be agreed.
"The Commencement Date" is the first day of Training or the date specified in the attached letter.

1.2 Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.

2. The Contract

2.1 These terms shall apply to all dealings between the Company and the REC for the provision of Training. These terms constitute the contract between the REC and the Company and any variation or alteration to these terms shall only be valid if agreed in writing by both parties.

2.2 Unless otherwise agreed in writing these terms shall prevail over any terms of business or purchase conditions proffered by the Company.

2.3 The REC agrees to provide Training to the Company. The type of Training and the REC's fee for providing the Training is specified in the attached letter or will be confirmed to the Company separately in writing as applicable.

3. Commencement Date

3.1 The Training shall commence on the Commencement Date. The REC reserves the right to change the Commencement Date at short notice for reasons beyond its control in which case the REC will endeavour to set a new Commencement Date which will be confirmed in writing to the Company.

3.2 If the Company requests that the Training be postponed within 30 working days of the Commencement Date this will be treated as a cancellation of the agreement and a charge as set out in clause 5.2 (b) below shall apply.

4. Terms of Payment

4.1 The Company shall pay to the REC the agreed fee charged for the Training. VAT is payable on the entirety of the fee charged.

4.2 Payment must be made in full within 30 days of an invoice being delivered.

5. Re-scheduling and Cancellation

5.1 All requests for the Training to be rescheduled from the Commencement Date or cancelled must be made in writing to the REC and shall be deemed to have been made upon receipt by the REC of such written request either by fax or by post.

5.2 The Company agrees to pay the REC a cancellation fee in the following circumstances:
a) Cancellations or re-scheduling of Training requested by the Company outside of 30 working days prior to the agreed Commencement Date(s) will incur a cancellation fee equal to 40% of the total course cost to cover reasonable administration costs and trainer's charges.
b) Cancellations or re-scheduling of Training requested by the Company within 30 working days of the agreed date(s) will be considered a cancellation of the original agreement, and a cancellation fee equal to 80% of the total course cost will apply. Any cancellations or re-scheduling of Training requested by the Company within 7 working days of the agreed Commencement Date(s) will result in a cancellation fee equal to 100% of the total course cost.

5.3 In addition to the fees set out in clause 5.2 the REC reserves the right to recover any charges incurred by the REC at the request of the Company for amending the content of the Training.

5.4 The REC reserves the right to terminate or cancel the Training by notice in writing to the Company where:
a) The Company shall become insolvent or bankrupt or commence winding-up proceedings other than by a member's voluntary winding-up for the purpose of reconstruction or amalgamation, or carry on its business under an administrator or administrative receiver for the benefit of its creditors; or
b) Payment has not been received by the due date in accordance with clause 4.2 above.

6. Liability

6.1 Whilst every effort is made by the REC to give satisfaction to the Company by ensuring reasonable standards of skills, integrity and reliability from the Trainer, no liability is accepted by the REC for any loss, expense, damage, cost or delay from the failure to provide the Trainer or any replacement for all or part of the Training where such failure is caused by matters reasonably beyond the control of the REC.

6.2 The REC accepts no liability for the suitability or otherwise of any premises which may be used for the provision of the Training pursuant to this agreement.

7. Law

7.1 These terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.