



Terms and Conditions for the Supply of Training Services

These Terms and Conditions may only be varied with the written agreement of Fera. These Terms and Conditions shall apply to all contracts for the supply of Training Services by Fera to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

The Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.

Definitions

“**Booking**” means the Client’s booking of one or more Participants on a Course.

“**Client**” means the party responsible for Booking and payment for the Course.

“**Confirmation**” means the confirmation message sent by Fera to the Client to confirm the Booking.

“**Contract**” means the Booking, the Confirmation and these terms and conditions.

“**Course**” means a training service and course offered by the Fera Training Courses.

“**Fera**” means Fera Science Limited of Sand Hutton, York, YO41 1LZ (a company incorporated in England and Wales under number 9413107) whose registered office is situated at 17 Rochester Row, London, SW1P 1QT and is the organisation providing the Courses.

“**IPR**” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**Participant**” means the person for whom the Course is booked by the Client.

“**Price**” means the price for the Course advertised on Fera’s website.

“**Registration**” means contact of Fera Training Coordinator via e-mail sent to traininglabs@fera.co.uk

“**Registration Deadline**” means the last date available to register for a course as provided by the training coordinator.

1. Registration and Confirmation

- 1.1 Registration must take place before the Registration Deadline. Any Registrations made after the Registration Deadline will not be honoured.
- 1.2 Registrations will be treated as provisional until full payment is received by Fera and Fera sends a Confirmation of the participants place on the Course. For the purposes of clarification, the Contract will consist of the Registration and Confirmation and these Terms and Conditions.
- 1.3 A security check will need to be carried out by Fera on all registered participants. Fera reserves the right to decline a Registration if a security check is adverse

2. Booking and Confirmation

- 2.1 A Booking is complete only when Fera receives full payment and sends a Confirmation of the Booking to the Client.
- 2.2 Fera will carry out a security check on all Participants. If the result of the security check on a Participant is adverse, Fera may decline the Participant and, if the Client has already paid for the Participant to attend the Course, refund the Client’s payment for that Participant.



Terms and Conditions for the Supply of Training Services contd.

2.3 Unless Fera agrees otherwise in writing, the Contract will be personal to the Client and may not be assigned.

3. The Courses

3.1 The Courses are delivered by tutors from Fera. Fera may replace the advertised tutor without notice.

3.2 Fera may specify the minimum and maximum number of Participants registered on any Course.

3.3 All travel, accommodation and visa arrangements and costs are the responsibility of the Client.

3.4 Client complaints and feedback regarding the Courses should be submitted using the "Contact Us" mechanism on Fera's website (<http://www.fera.co.uk/contactUs/>).

4. Cancellation or Postponement by the Client

4.1 If a Booking is cancelled more than 60 days prior to the Course start date, Fera will refund the Price. If a Booking is cancelled between 60 and 30 days prior to the Course start date, Fera will refund 50% of the Price. If a Booking is cancelled less than 30 days prior to the Course start date or if the Participant does not attend the Course, the Price will not be refunded.

4.2 All cancellations must be sent in writing to Training Courses at Fera Science Ltd. (Fera), National Agri-Food Innovation Campus, Sand Hutton, York, YO41 1LZ, United Kingdom or emailed to traininglabs@fera.co.uk.

4.3 Fera will accept a substitute if a Participant is unable to attend, provided it receives written notification of the nominated replacement at least 14 days prior to the Course start date.

4.4 Fera will try to rearrange a Booking cancelled by the Client but does not guarantee that it will be completed within any given timescale. Any such rearrangement of a Booking may incur additional costs which the Client shall pay in full.

5. Cancellation or Postponement by Fera

5.1. Fera may cancel or postpone the Booking at any time.

5.2 If Fera postpones the Course, the Client will be offered: 1) an alternative date; or 2) a refund of the Price. If the Client chooses an alternative date, Fera will issue a new Confirmation which together with these terms and conditions will constitute a new contract.

5.3 If Fera cancels the Course it shall not be liable to the Client in respect of any resulting loss of profit, revenue, business, goodwill or anticipated savings or any direct or indirect consequential loss or damage. The Client is responsible for arranging insurance cover. Any contract of insurance should be made by the Client directly with the insurance company involved and should include reimbursement for cancellation for whatever reason.

6. Payment Terms

6.1 The Client shall pay the Price plus Value Added Tax (VAT) at the rate prevailing on the date of the Booking.

6.2 If Fera has agreed to accept payment other than by credit or debit card:

a) it shall invoice the Client for the Price (plus VAT);

b) the Client shall pay the invoice within 30 days; and

c) the Booking shall not be complete unless and until Fera has received cleared funds for the Price (plus VAT) before the Course start date and has sent Confirmation.



Terms and Conditions for the Supply of Training Services contd.

7. IPR

- 7.1 Subject to any third party rights other than those created by virtue of the Contract, to the extent that the provision of the Courses results in the creation of any IPR such IPR shall vest in Fera.
- 7.2 The copyright and all other rights in the Course material shall be retained Fera. Fera asserts the right to be credited as the author of the Course material in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction of any Photos will constitute a breach of copyright.

8. Price and Price Variations

- 8.1 The Price includes all Course materials, lunches and refreshments whilst attending the Course and the provision of transport between York and Fera's facility for the purpose of attending the Course only.
- 8.2 In the event of circumstances beyond Fera's control, Fera may vary the prices quoted on its website to reflect the changed circumstances.
- 8.3 If the Client requests significant changes to the Booking once confirmed, this may result in amendments in the applicable rates and/or facilities offered by Fera. Fera provides no guarantee that it will be able to accommodate requested changes once it has sent the Confirmation.

9. Liability

- 9.1 The entire liability for any breach of this Contract or any representation, act or omission (including negligence) by Fera shall be limited to the Price and Fera shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.
- 9.2 Nothing in these terms and conditions limits or excludes Fera's liability for death or personal injury resulting from negligence; or any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Fera.

10. Indemnity

- 10.1 The Client shall indemnify Fera and keep Fera indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of, or in consequence of, the provision of the Courses or the performance or non-performance by the Client of its obligations under the Contract or the presence of the Client or its staff on Fera premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Client or, or any other loss which is caused directly or indirectly by any act or omission of the Client.

11. Data Protection Act 1998

- 11.1 To the extent that Fera has access to any personal data of the Client or during the provision of the Courses (where personal data is defined in the Data Protection Act 1998) the Client agrees that Fera acts as the data processor (as defined in the Data Protection Act 1998) for such personal data. The Client authorises Fera to appoint sub-contractors as further data processors on their behalf provided that such further data processors are engaged on terms providing no less protection than those set out in this clause 10.
- 11.2 Fera will process such personal data only in accordance with the Contract and the Client's reasonable instructions and will take steps to ensure the reliability of those of Fera's employees who process such personal data.
- 11.3 Fera warrants that it has appropriate technical and organisational processes and procedures in place to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of or damage to such personal data.

12. Force Majeure

- 12.1 Fera will not be held responsible for any failure or delay in carrying out the Contract due in whole or in part to any circumstances whatsoever beyond its reasonable control.

13. Governing Law

- 13.1 The Contract shall be governed by and construed in all respects according to the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts in all matters relating to the Contract.