

# Specification of Standard Terms and Conditions

## Commitment to Quality

Fourmative has a total commitment to the provision of quality in preparation, delivery and monitoring of all its activities.

As part of our quality audit process, Fourmative requests that:

- Any discrepancies, errors, omissions, or any other form of concern that the Client may have, are initially reported to the Training Consultant involved. Should the matter not be resolved promptly, and to the Client's satisfaction, the Project Manager or a Director of Fourmative Limited should be informed immediately.
- The Project Manager and the Directors of Fourmative Limited may have access, by prior arrangement with the Client and at no cost to the Client, to any course or work being undertaken by any employee of Fourmative under contract to the Client.
- The Client's authorising manager will agree to meet with the Project Manager / Director of Fourmative to discuss any elements of quality performance that may reflect upon Fourmative Limited's quality standards.

## Conditions of Contract

- Neither Fourmative, nor any of the servants or agents, shall be liable for damages or loss of whatever nature arising from the work done by us whether due to negligence or any other cause whatsoever. Neither Fourmative, nor any of their servants or agents, shall be liable for damages or loss of whatever nature, in respect of indemnity claims but other parties arising from any delay, defect or error in any work undertaken by us, save to the extent that any attempted exclusion of liability would be contrary to law.  
Any industrial property or intellectual property including (without prejudice to the generality of the foregoing) any and all copyright and patent rights in or over any information specification plan drawing pattern sample or any other (including copyright) arising from the work under the contract shall remain the property of Fourmative
- If the Client shall commit any act of bankruptcy or being a Company shall go into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation) or suffer the appointment on behalf of a Creditor or Receiver or fail to make any other payment provided for by Fourmative when the same shall be due, Fourmative shall, without prejudice to any other rights that it may have under this contract, be thereupon entitled to cancel this contract by notice in writing to the Client. In the event of the Client merging with or being taken over by another person, firm or company, Fourmative reserves the right to terminate the contract by notice in writing to the Client without liability. This Contract may also be terminated in writing by either party in accordance with any express conditions agreed in the documents forming this Contract or by mutual consent.
- Task costs will be invoiced on a monthly calendar basis according to the time spent and costs incurred during that period. Terms for payment are strictly 14 days net, unless agreed prior to commencement, and acceptance of the Terms of Reference signifies acceptance of all terms and conditions herein.
- We reserve the right to make a charge of 2% above the base rate of interest on any amounts that remain outstanding for periods in excess of 45 days.
- For all training courses, our invoice shall be issued in the calendar month the training course was delivered, and shall include all direct expenses and costs as defined within the proposal. In the event of the Client cancelling the training course, the following charges will apply:
  - µ Cancellation LESS THAN five working days before the first day of the course - full course fee.
  - µ Cancellation 6-10 working days prior to the first day of the course - 50% of course fee.
  - µ Cancellation 11-20 working days prior to the first day of the course - 25% of course fee.
  - µ Cancellation 21 working days or more prior to the first day of the course - only costs incurred in the direct preparation of the course will be charged.
- NOTICE OF CANCELLATION WILL ONLY BE ACCEPTED IN WRITING.
- For all consultancy, research, development, creation or other non-direct training work an initial payment of 50% of the total development cost will be invoiced on acceptance of the project. The cancellation or termination of any non-training project must be in writing and received in normal working hours at Fourmative's Head Office, whereupon Fourmative will agree to terminate all further costs generated to the Client, except where specialist work in materials have been committed to beyond reasonable cancellation for which the Client shall be fully liable. All outstanding costs will be invoiced to the Client, and a penalty charge of 15% of the total proposal value will be levied on all contracts cancelled that are, by value, less than 75% completed.
- Where consultancy work is undertaken based upon a proposal and the acceptance of the Client, Fourmative will make every reasonable effort to ensure that such budgets as quoted in the proposal are met. Where, due to circumstances outside the control, knowledge or influence of Fourmative, and after the project has been started, factors that cause the incurrance of additional costs which will cause an increase of more than 10% to the proposal costs, then Fourmative reserve the right to submit a supplementary proposal for costs in excess of any 10% budget overspend. Where any such supplementary proposals are made they shall be subject to a separate agreement.
- All computer generated software disks etc. will be subject to an anti-virus check before being accepted onto Fourmative's working system. All outgoing disks and software will be similarly treated wherever possible. However, Fourmative can offer no guarantee against virus contamination, and all Clients accept all software at their own risk. The Intellectual Property rights of all software will remain with Fourmative.
- Where the Client, changes any element of the proposal where any additional work or change of standards is requested, then such changes are subject to additional costs, which will be specified in an amendment to the original proposal.
- In the event that Fourmative cancels an agreed activity we shall be liable for the cost of training delivery. No further liability shall extend to Fourmative. We will endeavour to provide alternative support, but where no such support can be provided, we will arrange to deliver the activity at our cost, in line with the original task requested.
- Bought in services obtained by Fourmative from a Fourmative approved supplier will be Fourmative's responsibility. Any bought in services will be subject to a handling charge, which will be included within the proposal or supplement to the proposal. Where the Client defines the supplier, then Fourmative will add 15% to the supplier's invoice value for handling, communication and liaison, and a further 15% will be added where Fourmative are instructed to process the supplier's invoice. In such instances, where the Client defines a supplier, it is the Client's responsibility to negotiate both price and quality and Fourmative can accept no responsibility for any action by a Client's supplier.
- Unless otherwise agreed, all hotel, travel and subsistence costs, when recharged, will include an administration charge of 15%. Mileage will be recharged as stated in the proposal.
- Fourmative will provide a Trainer or Consultant that has the necessary skill and ability to undertake the task required. In the event of a specified consultant not being available an alternative consultant will be used to complete the task.

## Specification of Training Services

### TRAINING DESIGN

An experienced project team of Training Consultants who will design from either:

- A. A set of objectives provided by the Client
- B. A formal proposal identifying suggested solution

With initial programme design completed, a structured training programme will be established based upon a complementary set of training objectives, and the Client will be required to approve these before any further development work is undertaken. Any changes to this specification at a later date could be subject to a supplementary charge. Course hand over will be deemed to have taken place 10 days after the Client is provided with a full course file and inventory of required training aids. Copyright of all material will remain the property Fourmative.

Continuous course development will take place at the course leader's discretion, but in line with the Client's policy and philosophy. Any changes, other than minor, will be subject to charge and require an instruction from the Client. Course development reviews will be requested for each of the first three courses delivered. Thereafter, the course will be considered fully completed and subject only to minor changes.

The Training Consultant will thereafter ensure that all other alternative approved Training Consultants are continually updated on the course. For the maintenance and updating of supporting Training Consultants, Fourmative reserves the right to include their participation on courses, by prior arrangement with the Client.

### PERFORMANCE MONITORING

Unless otherwise specified, Fourmative will administer an end of course assessment to evaluate delegate's retained knowledge, skills and abilities in respect of the specified and agreed course objectives. Fourmative undertake to mark and report to the Client on the results, as a process of the quality audit.

Assessment questionnaires will be by: Multiple choice questions, True / false answer, Ranking in order, Numerical examples, Specific work / sentence / phrase

During the course delivery, Fourmative Training Consultants reserve the right to introduce performance assessments against any specific learning objective.

As part of the Fourmative Continuous Improvement programme we reserve the right, without notice to photograph, video events. The purpose of use will be to ensure quality of delivery is met and help promote successful events within the Fourmative Marketing Strategy. If for any reason you would prefer not to be included in this Quality and Promotion activity please notify one of the Fourmative Directors personally. Client confidentiality is paramount within our organisation and we will always use material created/produced responsibly.

### CLIENT FAMILIARISATION

Fourmative Training Consultants will assume the full identity of the Client whilst at any time involved in the delivery, development or application of the programme. The Training Consultant will liaise closely with all relevant contacts within the Client organisation, to keep up to date with policy, procedures and philosophy. Where requested, and supplied by the Client, corporate uniform / workwear will be worn by the Training Consultant.

The Client is responsible for providing access to training, by agreement with the Fourmative Project Manager, for those Training Consultants involved in the delivery of the Client's training. The costs of such arrangements, where applicable, are scheduled under Costings in the proposal.

## Specification of Consultancy

For any projects which do not relate to direct training or are in support of direct training, e.g. course administration, such services will be set out in a detailed proposal.

- Within the proposal, all major issues that are considered relevant and are known will be incorporated to provide a costing as accurate as possible.
- It is the Client's responsibility to study the proposal and draw to the attention of the author any errors, omissions or matters that are not to the Client's entire satisfaction.
- The Project Manager named in the proposal will provide an update when required on the project's progress to the Client, which shall address all current issues of costs, problems, milestones attained, revised forecasts, implications or other issues.
- Where access is required to Client information which is directly relevant to the project, such information is requested to be supplied promptly and is deemed to be accurate, current and of good quality. For any subsequent Client information, which is presented thereafter, a supplementary charge for its inclusion will be added.
- All reports and output from any consultancy work will be generated on Fourmative standard IT systems, which shall be defined in the proposal. Any variation from the specified system or level and format of report will be subject to a supplementary charge.

## Contracted Services

- Contracted consultants remain dedicated to a specific client for a defined duration to provide training and consultancy services as defined in the relevant proposal. Time will be taken out of the project for training and personal development, Internal meetings and holidays. Sickness days will be absorbed by Fourmative and will not form part of the contract agreement.
- A chargeable day is defined in the relevant proposal and can be provided in or outside of the normal working week. A detailed log of all activity undertaken will be made available to discuss with the client at regular review meetings.
- Where additional days are required over and above the contract period these will be agreed at a daily rate acceptable to both client and Fourmative.

## Confidentiality

- Full client confidentiality is assured and paramount to the Fourmative Consultancy & Training offer. We will not disclose or report or refer to the project without express permission from the client. We will state on our website and a relevant Press Release basic detail of the project awarded/completed, if this is not acceptable then we request notice accordingly. We will protect all client information and material. Stated sensitive documents/information must be separately notified to the Directors of Fourmative and an agreed process for use/dissemination and storage will be agreed.