

# WARD

EDUCATION & TRAINING

## Terms & Conditions

Ward Education Ltd

124 City Road, London, England, EC1V 2NX

Registered Company Number: 15389155

Policy Date: 02<sup>nd</sup> February 2024

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## **1. Definitions and Interpretation**

1.1 In these terms, the following definitions apply:

"The Company" refers to Ward Education Ltd, with its registered office located at 124 City Road, London, England, EC1V 2NX.

"The Client" denotes the entity specified in the Service Quote or the enrolment form.

"Service Catalogue" is the most recent publication by the Company, outlining available educational programs and qualifications.

"The Quote" signifies the written estimate provided by the Company for the delivery of specific educational services, subject to amendments agreed upon in writing by both parties.

"The Services" encompass the educational courses listed in the Service Catalogue, including tailored programs or consultancy services detailed in the Quote.

"Business Day" means any day other than Saturday, Sunday, or public holidays when banks in England and Wales and the laws of Scotland are open for business.

1.2 In the event of discrepancies between contractual documents, the order of precedence shall be: the Quote, these Terms, and the Service Catalogue.

## **2. Engagement**

Acceptance of a Quote or submission of an enrolment form by the Client constitutes an offer to procure Services under these Terms. A contract is established upon the Company's written acknowledgment of the order. No agreement exists until confirmed in writing by the Company.

## **3. Service Description**

Services are as described in the Quote or Service Catalogue. The Company reserves the right to modify Service details, including content and scheduling, to ensure quality and relevance.

## **4. Pricing and Payment**

The Client commits to paying service fees as outlined in the Quote, plus applicable VAT. Invoices issued upon order confirmation are due within 30 days, barring agreed alternative arrangements. Late payment may result in service suspension and interest charges.

## **5. Delivery**

The Company aims to meet service delivery dates but does not guarantee timelines. Failure to meet such dates does not constitute breach of contract.

## **6. Warranties and Limitation of Liability**

The Company's liability for service breaches is limited to the amount paid by the Client. Liability for intellectual property infringement or damages caused by negligence is expressly disclaimed, except as prohibited by law.

## **7. Client's Responsibilities**

Clients are expected to provide necessary information for service delivery and to ensure accuracy. They must indemnify the Company against losses resulting from provided information or client negligence.

## **8. Software Development**

Should service provision include software development, a separate licensing agreement will govern its use, prevailing over these Terms in case of conflict.

### **9. Intellectual Property**

All created or used materials remain the Company's property. Unauthorized reproduction or distribution is prohibited without prior permission.

### **10. Confidentiality**

Both parties agree to treat all exchanged information as confidential, not to be disclosed without necessary consent.

### **11. Termination**

The Company may terminate services if the Client breaches contract terms or becomes insolvent. Termination does not affect accrued rights and obligations.

### **12. Restrictive Covenants**

The Client agrees not to solicit or employ the Company's critical personnel during and six months post-agreement without consent.

### **13. Force Majeure**

The Company is not liable for delays or failures in service delivery caused by events beyond its control.

### **14. General Provisions**

Rights and remedies under these Terms are cumulative. Invalidity of any part does not affect the remainder. The Contract is not assignable by the Client without consent.

### **15. Governing Law**

These conditions, along with the Quotation and the Company's standard forms, shall be governed by and construed in accordance with the laws of England and Wales and the laws of Scotland. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales and the courts of Scotland for the resolution of any disputes arising from or related to these Terms and Conditions or any contract made under them. This provision ensures that the document acknowledges the distinct legal systems within the UK, covering both jurisdictions for broader applicability and legal compliance.

### **16. Communication**

All notices should be addressed as specified in the Quote.

### **17. Amendments**

Any changes to these Terms or the Quote require written agreement from the Company.

### **18. Entire Agreement**

These Terms, along with the Quote or enrolment form, constitute the full agreement between the Company and the Client, superseding all prior arrangements.



Thomas Worthing | Director  
Ward Education Ltd