

# Archer Training Ltd – Terms, Conditions and Fees – 2007

## Bookings

- Bookings can be made over the telephone or by post, fax or e-mail. In all cases Archer Training Ltd will send written confirmation.

## Current Fees

- Training and preparation fees are charged at an agreed daily rate, plus hotel and, or travel expenses where applicable.
- The standard rate for delivery is £835 per day. This fee includes the trainer's time and all equipment as required on the training programme.
- For delivery of exam based technical training courses, the fee is £675 per day.
- Design work will be charged at the same rates per day but a cap of a number of days will always be agreed, to assist your budgeting.
- Any out of pocket expenses wholly and necessarily incurred by Archer Training Ltd will be charged to the client. Mileage is currently charged at 45p a mile.
- VAT is added to all accounts at the prevailing Government rate.

## Payment Terms

- Your co-operation in paying promptly is requested and your attention is drawn to our credit terms, which require payment within 30 days of the date of invoice.
- We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. This legislation allows us to add £40 compensation and interest at 8% above the Bank of England Base Rate, for each day the amount is outstanding.

## Cancellation

- Cancellation or postponement with less than 15 working days notice will result in a 100% cancellation fee being paid by the client.
- Any cancellation with more than 15 working days notice will be invoiced for payment within 30 days, a credit note will be issued for the time booked and this time can be used at a subsequent date as agreed by both parties.

## Health Declaration

- It is the responsibility of the client to ensure that all participants attending any programme have no medical condition which precludes them from taking part. Where 'outdoor' based activities are involved, the client should ensure that appropriate questions are asked regarding medical treatment that might affect the participant's ability to carry out the activities.

## Equipment Insurance and Accreditation

- Where equipment and/or visual aids are provided by us for an 'in-house' event, it is the responsibility of the client to ensure adequate security measures are taken and that 'all risks' insurance cover is provided. We will provide adequate 'all risks' insurance whilst equipment and/or visual aids are in transit to and from the client.

## Special Conditions

- Every effort is made to give satisfaction to the client by ensuring reasonable standards of skills and reliability from our staff and to provide them in accordance with booking details. However, no liability will be accepted by us for any loss, expense, damage or delay arising from failure to provide any particular staff for all or any part of the period of the booking or from negligence or lack of skill of the staff provided. In addition, we accept no liability in respect of any claims or demands by staff, the client or any other person or body howsoever arising.
- The client will not, either directly or indirectly, employ or in any way utilise the services of any person who shall already be contracted to or have previously been contracted to us or any of our subsidiary companies to the client during a period of three years from the last date the services of that person were provided to that client.

## Rights in Client Material and Archer Training Ltd Material

- The property and any copyright or other intellectual property rights in any Client Material shall belong to the Client.
- Any Archer Training Ltd Material shall, unless otherwise agreed in writing between the Client and Archer Training Ltd, belong to Archer Training Ltd, subject only to the right of the Client to use the Material for personal development purposes.
- Any Client Material or other information provided by the Client shall be kept confidential by Archer Training Ltd.