

## TERMS & CONDITIONS

### 1. APPLICATION

These terms and conditions govern all services performed by or under the auspices of **McConnon International Ltd**. The client is supposed to have acquainted himself with all clauses, to have accepted them to the exclusion of any other contractual terms and conditions, unless specifically agreed by **McConnon International Ltd**.

### 2. FEES AND FORMATION OF CONTRACT

- 2.1. The fees for **McConnon International Ltd** services and estimates of out-of-pocket expenses quoted for such services (exclusive of any VAT, if applicable) as set out in the offer will remain valid for a period of three months from the date of the offer unless otherwise specified therein.
- 2.2. Offers are non-binding until confirmed between **McConnon International Ltd** and the client in writing, with such modifications if any as may be agreed between the parties. In agreeing to a **McConnon International** product/service, the client may rely only on the terms of the product/service. Any representations in any **McConnon International** sales literature, programme brochures or other promotional material are demonstrative only and do not constitute part of any contract between **McConnon International Ltd** and the client.
- 2.3. Fees include all time spent on the **McConnon International** product/service, whether at **McConnon International Ltd** premises, the client's premises or elsewhere.
- 2.4. If a **McConnon International Ltd** product/service is delivered in stages and the client completes only the first or more stages but not all the stages, then the client shall be entitled to complete further stages on written agreement with **McConnon International Ltd** within a period of three months of the completion of the last stage. In the event of the client not completing all stages within this period then the opportunity to complete further stages shall end and **McConnon International Ltd** shall be under no obligation to carry out the remainder of the **McConnonInternational** product/service.

### 3. INVOICING & PAYMENT

- 3.1. **McConnon International Ltd** will invoice the client at the purchase of the product/service, and prior to the delivery of the product/service for the amounts corresponding to fees. All other agreed costs and expenses incurred will be invoiced following delivery, unless otherwise specified by written agreement.
- 3.2. Payment of invoices (which will include VAT, if applicable) is due within 30 days of the invoice date. Payment of all amounts due shall be made in full by cheque or bank transfer, with any bank transfer costs to be paid by the client. **McConnonInternational Ltd** reserves the right to charge a fixed amount of 1% per month on outstanding amounts as of the first day due. Interest shall continue to accrue notwithstanding termination of this agreement for any reason.
- 3.3. Notification of any objection to an invoice must be sent to **McConnon International Ltd** by registered post within 15 working days after receiving the said invoice.

### 4. CANCELLATION & POSTPONEMENT

- 4.1. Cancellation or postponement by the client of a product or service will become effective upon **McConnon International Ltd**'s receipt of written notification, whereupon the following cancellation or postponement charges will be due. At any time, all costs or third party fees related to the product/service and made at the time of the cancellation or postponement will be invoiced to the client.
- 4.2. If a service (for instance: a familiarization day, a workshop, a speed training etc.) to be delivered by **McConnon International Ltd** on a specific date and if this service is cancelled by the client between 50 and 20 working days prior to delivery, 25% of the cost/fee will be due by the client. This cancellation fee will be reduced to 0% if the client postpones the service to be delivered during the same period of time. In this case, however, the new date must be fixed within a period of three months, and only once postponement will be accepted.
- 4.3. If a service (for instance: a familiarization day, a workshop, a speed training etc.) to be delivered by **McConnon International Ltd** on a specific date and if this service is cancelled by the client between 20 and 7 working days prior to delivery, 50% of the cost/fee will be due by the client. This cancellation fee will be reduced to 35% if the client postpones the service to be delivered during the same period of time. In this case, however, the new date must be fixed within a period of three months, and only once postponement will be accepted.
- 4.4. If a service (for instance: a familiarization day, a workshop, a speed training etc.) to be delivered by **McConnon International Ltd** on a specific date and if this service is cancelled by the client less than 7 working days prior to delivery, 100% of the cost/fee will be due by the client. This cancellation fee will be reduced to 80% if the client postpones the service to be delivered during the same period of time. In this case, however, the new date must be fixed within a period of three months, and only once postponement will be accepted.

## 5. POACHING

The client, including its parents and subsidiaries, at all times shall respect the working relationships between **McConnon International Ltd**, its consultants, and staff and shall not during the provision of any services by **McConnon International Ltd** or for any 12 month period thereafter solicit for any work or employment or offer work or employment to any **McConnon International** consultant or staff other than on prior notice to and with the express written consent of **McConnon International Ltd**. During the same period, **McConnon International Ltd** shall not solicit for employment or any work, any employee of the client.

## 6. CLIENT RESPONSIBILITIES

- 6.1. Clients, unless otherwise agreed with **McConnon International Ltd** in advance, shall solely be responsible for deciding any product or service offered by **McConnon International Ltd** is suitable for the purposes intended and should inform themselves in advance of all service details, criteria and requirements. Clients are responsible for how they use the **McConnon International** products. **McConnon International Ltd** and its consultants, staff and licensors shall have no liability for the consequences of such use, nor for loss of profits or revenue nor for any special, indirect or consequential loss.
- 6.2. As **McConnon International** products and services depend on the effective co-operation of the client's staff and the accuracy of the information provided to **McConnon International Ltd**, the client will provide **McConnon International Ltd** with all necessary support, data and relevant information (e.g. team & company charts). The client maintains sole and complete responsibility for any personal data under any relevant or applicable data protection laws.
- 6.3. Clients shall make arrangements at their own expense for all venues and facilities when required for the delivery of a **McConnon International** service. Quality venue should be comfortable in terms of ample space, seating, heating and air-conditioning and have natural light. State-of-the-art audio visual and training equipment should be provided. In the event a **McConnon International** service is delivered at the client premises, the client is responsible for the setup of the training room. The client shall supply at its own expense (i) adequate refreshment for all participants including the **McConnon International** consultants/staff/licensors and (ii) all lodging and meals for the **McConnon International** consultants/staff/licensors if applicable unless otherwise agreed with respect to the products or services. Special agreements may, however, be needed when the service (familiarization day, speed training,...) is taking place in a third-party facility (hotel etc).
- 6.4. Clients shall be responsible at all times for the safety, security and all other relevant requirements for the venue(s), including any insurances required for the facilities, and all participants, including the **McConnon International** consultants, staff or licensors.

## 7. THE MCCONNON INTERNATIONAL CONSULTANTS, STAFF AND LICENSORS

**McConnon International Ltd** has the right to substitute or change consultants, staff or licensors for any product/service without notice prior to or during the course of any product/service for any reason.

## 8. WARRANTIES/ DISCLAIMER

- 8.1. **McConnon International Ltd** is responsible only for delivering programmes and services subject to these terms and conditions, and disclaims any warranty, express or implied, with respect to the suitability, results or effect of the programmes delivered.
- 8.2. No part of any **McConnon International** programme may be considered to be the provision of professional advice, which may be relied on by any particular participant (such as, without limitation, investment, legal, accounting or financial advice).

## 9. LIMITATION OF LIABILITY

- 9.1. **McConnon International Ltd's** liability for failure to deliver contracted services/products is strictly limited to the amount of fees paid to **McConnon International Ltd** in connection with such services/products, which the client by contracting for the services agrees in a reasonable limitation in view of the nature of the services/products rendered. **McConnon International Ltd** is not liable to pay any compensation if, for reasons beyond our reasonable control, it is impossible for us to assure all or part of the services/products solutions foreseen (see also item 13).
- 9.2. Liability for any recommendation or advice of any kind in any programme materials, reports, or any learning materials provided to the client by **McConnon International Ltd** is strictly excluded.

- 9.3. All other liabilities, arising from or in connection with any product/service or its delivery, whether in contract, tort or otherwise, including for loss or profits, or for any incidental, consequential or special or indirect loss or damage, are expressly excluded to the maximum extent permitted by applicable law.

## 10. CONFIDENTIALITY

**McConnon International Ltd** shall keep confidential for one year from the date of supply all information supplied by the client which is designated as confidential in writing at the time of its supply but this duty shall not apply to any information already known to **McConnon International Ltd** prior to its disclosure by the client, which is lawfully received by **McConnon International Ltd** from a third party, or is already published at the date of such disclosure or subsequently, through no fault of **McConnon International Ltd**.

## 11. INDEMNITY

The client shall indemnify **McConnon International Ltd**, its affiliates, subsidiaries and officers, directors, employees, consultants, and licensors from any and against all damages and costs arising from:

- any claim made for any kind of infringement or injury arising from any material or other information supplied by the client to **McConnon International Ltd** in connection with the products and services or
- any claim arising from misuse/use of material or information supplied by the client to **McConnon International Ltd** in connection with the products and services.

## 12. COPYRIGHTS AND INTELLECTUAL PROPERTY

- 12.1. All intellectual property associated with **McConnon International Ltd** and its products or services remain the exclusive property of **McConnon International Ltd** unless otherwise specified and agreed with **McConnon International Ltd** before the commencement of the contract. Intellectual property includes but is not limited to all methodologies, know-how, training materials, information, articles, data, programmes, tests, web sites and web site content and other documentation originated or authored by **McConnon International Ltd**, its consultants, licensors or by **McConnon International** employees and/or used by **McConnon International Ltd** in its programmes and services.
- 12.2. All materials generated by **McConnon International Ltd** for use by clients may be used only for authorized purposes connected to the products and services, and shall not be reproduced, distributed, licensed, assigned or exploited for any other purpose without the express written authorization of **McConnon International Ltd**. Any useful concepts, methods, procedures, processes and improvements of any nature, made or conceived during the delivery of any products or services in relation to the intellectual property shall remain the sole property of the party these have been developed for. In other words, what belongs to **McConnon International Ltd** stays with **McConnon International Ltd**; what belongs to the client stays with the client; what is specifically designed for client belongs to him.

## 13. FORCE MAJEURE

If **McConnon International Ltd** is prevented from delivering a product or service due to a force majeure, **McConnon International Ltd** at its option may suspend or cancel the agreement in question and refund any payments or pro rata portion thereof, or may reschedule the service on agreement with the client. Circumstances of this nature include but are not limited to: strikes, labour unrest, actions or inaction by public authorities, serious transport disruptions including breakdowns, driving bans or fuel shortages, natural catastrophes, health epidemics, quarantines, civil unrest, acts of terrorism or other acts of violence or war.

## 14. GOVERNING LAW

- 14.1. The agreements for delivery of **McConnon International Ltd** products and services are governed by British law unless otherwise agreed in writing with **McConnon International Ltd**.
- 14.2. All client complaints should be brought immediately to the attention of **McConnon International Ltd** for resolution during the course of any programme or service, and if unresolved, to the attention of the Managing Director of **McConnon International Ltd**. Complaints initiated after the conclusion of any agreement must be brought to the attention of the Managing Director of **McConnon International Ltd** within 15 days of the conclusion of any product or service or shall be considered waived.
- 14.3. If the dispute is then not resolved amicably, any litigation will be dealt solely by the Hampshire County Courts.