

# THE SECURITY ACADEMY

## Terms & Conditions of Service

### Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreement”</b>	means an agreement between the Service Provider and the Client entered into by the same which shall incorporate, and be subject to, these Terms and Conditions.
<b>“Business Day”</b>	means a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in other currencies);
<b>“Client”</b>	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Service Provider;
<b>“Commencement Date”</b>	means the commencement date for the Agreement as set out in the same;
<b>“Fees”</b>	means the fees payable by the Client under Clause 2 in accordance with the Terms of Payment;
<b>“Services”</b>	means the services to be provided by the Service Provider to the Client as set out in the Agreement;
<b>“Service Provider”</b>	means Vanquish Training Academy Ltd

### 1. The Services

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- 1.1. With effect from the Commencement Date the Service Provider shall, in consideration of the Fees being paid in accordance with the Terms of Payment, provide the Services to the Client.
- 1.2. The Service Provider will use reasonable care and skill to perform the Services.
- 1.3. The Service Provider shall use all reasonable endeavours to complete its obligations under the Agreement, and time shall be of the essence in the performance of these obligations.

## 2. Fees

- 2.1. The Client agrees to pay the Fees in accordance with the Terms of Payment.
- 2.2. In addition the Service Provider shall be entitled to recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 2.3. The Client will pay the Service Provider for any additional services provided by the Service Provider that are not specified in the Agreement in accordance with the Service Provider's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.
- 2.4. All sums payable by either Party pursuant to the Agreement are inclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that Party shall be additionally liable.

## 3. Cancellations

- 3.1. There is a cooling-off period of 14 days after purchase.
- 3.2. The cooling off period is not applicable if the course starts within 14 days.
- 3.3. Deposits after 14 days are non-refundable and we do NOT provide refunds for cancellations although we will endeavour to transfer onto the next suitable course.
- 3.4. We are unable to offer refunds for courses after they have been started and/ or completed.
- 3.5. The Client may not terminate the agreement if the following has occurred:
  - 3.5.1. The Service has already been conducted or started,
- 3.6. The Service Provider may terminate the Agreement by giving written notice to the Client if:
  - 3.6.1. The Client or Learner is believed to be engaging in illegal activity,
  - 3.6.2. The Client or Learner acts in an unreasonable manner towards the Service Provider's staff or other learners
  - 3.6.3. The Client does not adhere to the payment terms

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- 3.6.4. The Client or Learner causes deliberate damage to the any of the Service Provider's property including the training centre itself and teaching materials

## 4. Company Liability

- 4.1. Course candidates are assessed throughout the duration of the course and we do not guarantee that all will be suitable to work for a Vanquish company.
- 4.2. Although we are certain that course candidates will receive work opportunities, we can not guarantee that the candidate will accept the work. Therefore;
- 4.3. We do not guarantee that course attendees will ascertain work from any companies under The Vanquish Group's management or any other companies.

## 5. Confidentiality

- 5.1. Both the Service Provider and the Client shall undertake that, except as provided by sub-Clause 3.2 or as authorised in writing by the other Party, it shall at all times during the continuance of the Agreement and for 2 years after its termination:
  - 5.1.1. keep confidential all Confidential Information;
  - 5.1.2. not disclose any Confidential Information to any other party;
  - 5.1.3. not use any Confidential Information for any purpose other than as contemplated by the Agreement;
  - 5.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 5.1.5. ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 5.1.1 to 5.1.4.
- 5.2. Subject to sub-Clause 5.3, either Party may disclose any Confidential Information to:
  - 5.2.1. any of their sub-contractors or suppliers;
  - 5.2.2. any governmental or other authority or regulatory body; or
  - 5.2.3. any of their employees or officers or those of any party described in sub-Clauses 5.2.1 or 5.2.2;
- 5.3. Disclosure under sub-Clause 3.2 may be made only to the extent that is necessary for the purposes contemplated by the Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 5.2.2 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

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- 5.4. Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 5.5. When using or disclosing Confidential Information under sub-Clause 5.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 5.6. The provisions of this Clause 5 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## **6. Payment**

- 6.1. The Company has several payment options available to it's clients. These arrangements will be sent to the client via email prior to the client agreeing to these terms and conditions.
- 6.2. If prior agreement for credit has been arranged, all payments required to be made pursuant to the Agreement by both Parties shall be made within 28 days of the date of the relevant invoice in Great British Pounds in cleared as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 6.3. The time of payment shall be of the essence. If the Client fails to make any payment on the due date then the Service Provider shall, without prejudice to any right which the Service Provider may have pursuant to any statutory provision in force from time to time, have the right to charge the Client on a daily basis at an annual rate equal to the aggregate of the base rate of The Bank of England plus £70 per invoice from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

## **7. Dispute Resolution**

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- 7.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 7.2. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Country of England. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Country of England.

## **8. Social Media**

- 8.1. The Client will not post any negative or derogatory reviews on any social media, review websites or any other such website in the event of a dispute or similar circumstances.

## **9. Variation and Amendments**

- 9.1. If the Client wishes to vary any details of the Agreement he must notify the Service Provider in writing as soon as possible. The Service Provider shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.
- 9.2. If, due to circumstances beyond the Service Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client immediately. The Service Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

## **10. Force Majeure**

- 10.1. Neither the Client nor the Service Provider shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## **11. Delivery**

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- 11.1. Courses are delivered at a training centre/ office in central London or Manchester City Centre. However, the exact locations can change from time to time based on feedback from previous course attendees and suitability.
- 11.2. We will aim to deliver certificates to the provided address within 2-3 weeks. However, this can take longer due to postal problems, failed exams and various other contributing factors. We will endeavour to send all certificates together once all exams have been successfully passed and certificates have been delivered to us.