



Standard Terms and Conditions for Training Courses

LGC Limited
The Priestley Centre
10 Priestley Road
Guildford
GU2 7XY, UK
www.lgcgroup.com

1. Interpretation

- 1.1 **"Agreement"** means these terms and conditions and the supply of Services to which they relate; **"Booking Form"** means the online booking form completed by the Customer for the provision of a Scheduled Training Course; **"Business Day"** means any day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; **"Customer"** means the company, organisation or individual which accepts the supply of Services; **"Data Protection Laws"** means the Regulation and all other applicable laws, regulations and provisions relating to Processing; **"LGC"** means LGC Limited (company number 2991879); **"Original Event Date"** means the original date on which the relevant Training Course is to be delivered by LGC; **"Personnel"** means any officers, employees, agents or subcontractors; **"Personal Data"** has the meaning set out in the Regulation; **"Price"** means the price agreed for the Services; **"Processing"** has the meaning set out in the Regulation and references to **"Processed"** shall be construed accordingly; **"Quotation"** means a quotation form sent by LGC to the Customer for the provision of a Single Customer Training Course; **"Registered Delegates"** means the individuals named by the Customer as attending the relevant Training Course; **"Regulation"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018; **"Scheduled Training Course"** means a training course advertised by LGC which is available to the public; **"Single Customer Training Course"** means a training course delivered solely to the Customer; **"Services"** means the services to be provided by LGC to the Customer in the form of LGC's delivery of the relevant Training Course as specified on the Booking Form or Quotation; **"Training Course"** means either the Scheduled Training Course or Single Customer Training Course (as applicable); **"Training Materials"** means any materials supplied by LGC to the Customer in connection with LGC's performance of the Services.
- 1.2 Unless other terms and conditions are expressly accepted by LGC by a specific written amendment hereto, the Agreement between the parties shall be on the terms and conditions set out below, whether or not the same are endorsed upon, delivered with or referred to in any Booking Form, Quotation or other document delivered or sent by the Customer to LGC.

2. Basis of Contract

- 2.1 By submitting a Booking Form or signed Quotation, the Customer agrees to be bound by this Agreement.
- 2.2 In relation to a Booking Form, a binding contract between Customer and LGC will only be formed when written confirmation of acceptance is sent by LGC to the Customer using the Customer contact details provided in the Booking Form (whether or not the confirmation is received by the Customer). The Customer is advised to contact LGC by email at training@lgcgroup.com if confirmation is not received by the Customer within seven (7) days of submission of the Booking Form.
- 2.3 In relation to a Quotation, a binding contract between Customer and LGC is formed upon LGC's receipt of the Quotation endorsed by the Customer without amendment. Unless otherwise stated, any Quotation is valid for a period of one (1) calendar month from the date of issue, provided that it is not withdrawn earlier by LGC.

3. Price

- 3.1 LGC reserves the right to amend the Price to take account of any variations in the Services as a result of additional information or a request in writing by the Customer. LGC shall obtain the Customer's prior approval before performance of any additional work or variations in the Services.
- 3.2 Unless expressly stated otherwise, the Price is exclusive of VAT which shall be charged at the rate and in the manner prescribed by law from time to time.

4. Payment

- 4.1 Unless otherwise agreed in writing, the Price is payable in full in advance of provision of the Services.
- 4.2 Subject to clause 4.1, payment shall be made by the Customer in Pounds Sterling within twenty-eight (28) calendar days of the date of LGC's invoice.
- 4.3 Debt recovery costs and interest on overdue payments shall accrue on any unpaid amounts from the date when payment becomes due to the maximum extent permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 or such other similar laws that may be applicable.
- 4.4 Where the Customer defaults under any agreement with LGC in payment on the due date of any sum due to LGC, LGC without liability may cancel this Agreement with immediate effect, or any other agreement between LGC and the Customer, but without prejudice to any right or remedy which LGC may have against the Customer in respect of such default.

5. Liability and Indemnity

- 5.1 LGC shall perform the Services with reasonable care and skill. Except to the extent that LGC can be shown to have been negligent in carrying out the Services or in providing information or advice to the Customer, LGC accepts no responsibility for the use made of any information or advice arising therefrom by the Customer or any third party.
- 5.2 The aggregate liability of LGC under this Agreement shall be limited to the value of the Services and the Customer shall have a duty to mitigate any loss suffered by it pursuant hereto. In no event shall LGC be liable for loss of profits, loss of business or revenue, loss or corruption of data, loss of opportunity, loss of anticipated savings, depletion of goodwill, any third party claims, or any indirect or consequential loss or damage, which arise out of or in connection with this Agreement. Nothing in this Agreement shall exclude or limit LGC's liability for death or personal injury caused by the negligence of LGC, its employees or agents or for fraudulent misrepresentation.
- 5.3 LGC SPECIFICALLY EXCLUDES LIABILITY FOR CUSTOMER TRAVEL, ACCOMMODATION AND OTHER ANCILLARY EXPENSES IN THE EVENT THAT THE SERVICES ARE CANCELLED OR RESCHEDULED PURSUANT TO THIS AGREEMENT. WHILE LGC SHALL ENDEAVOUR TO PROVIDE AS MUCH NOTICE AS FEASIBLE PRIOR TO CANCELLATION OR RESCHEDULING, THE CUSTOMER IS ADVISED TO BEAR THIS IN MIND IN ITS TRAVEL AND ACCOMMODATION CHOICES.
- 5.4 LGC hereby excludes all conditions, warranties and stipulations statutory, express or implied (including any warranties relating to accuracy or completeness of a Training Course or that a Training Course is up-to-date and/or meets the Customer's requirements) which would or might subsist in favour of the Customer except as expressly provided for in this Agreement or where the Customer is by law deemed to be a consumer. LGC further makes no warranties that any Training Course delivered electronically will be timely, secure, uninterrupted or error free.
- 5.5 Save insofar as LGC can be shown to have been negligent under clause 5.1, the Customer shall: (i) fully indemnify LGC and LGC's Personnel against any loss, damage or injury (including injury resulting in death) to property or person sustained by (a) LGC and/or its Personnel, (b) the Customer and/or its Personnel, (c) Registered Delegates and (d) any third party, where such loss, damage or injury is caused by the negligent act or omission of the Customer, Customer's Personnel or its Registered Delegates; (ii) fully indemnify LGC against all financial liability (including professional costs) suffered or incurred by LGC as a result of, or in connection with any third party claim brought against LGC resulting from death, injury, damage or loss occasioned by the use, operation, methods or other results of the Services; (b) fully indemnify LGC and LGC's Personnel against any loss, damage or injury arising as a result of the Customer or its Registered Delegates' breach of these terms.
- 5.6 The Customer's sole remedy in respect of any liability of LGC or its Personnel shall be in damages.

6. Health and Safety

- 6.1 The Customer shall ensure that all appropriate safety measures and legislation are observed in connection with the Services.
- 6.2 Where applicable, the Customer shall ensure that the Customer's Personnel and the Registered Delegates attending LGC's site or external premises in connection with the Services comply at all times with all health and safety measures, procedures and protocols in place on such premises and with such other instructions regarding safety as may be directed. LGC reserves the right at its absolute discretion to refuse to admit to or remove from its or other external premises any of the Customer's Personnel or its Registered Delegates who in LGC's opinion are unable to comply with this clause 6.2.

7. Intellectual Property and Training Materials

- 7.1 Unless otherwise agreed in writing, the ownership of any and all rights in and to any copyright, patents, designs, conceptual solutions, analyses, processes, inventions, software, databases, know-how, confidential information, any other rights in intellectual property (whether registered or unregistered) or otherwise ("IP"), other than third party rights, arising as a result of LGC providing the Services ("LGC IP"), shall remain vested in LGC. LGC shall grant to the Customer a non-exclusive, non-transferable licence to use the LGC IP solely in accordance with this Agreement.
- 7.2 As part of the Services, LGC may provide the Customer with Training Materials. The Customer may, without the prior consent of LGC, use the Training Materials for internal training and internal reference purposes. Except for the foregoing purposes and intended uses, the Customer shall not and shall procure that its Registered Delegates shall not use, exploit, divulge or disclose the Training Materials to any third parties without the prior written consent of LGC. For the avoidance of doubt, copyright in any Training Materials shall remain vested in LGC, unless otherwise agreed in writing.
- 7.3 The Customer shall not use LGC's name in any way to imply endorsement or otherwise by LGC of: (i) any internal training run by the Customer which makes use of the Training Materials; or (ii) any other process or product of the Customer.

8. Confidentiality

- 8.1 Each party acknowledges and agrees that any and all information concerning the other party's business disclosed in the performance of the Services is confidential ("**Confidential Information**") and each party agrees to keep confidential such Confidential Information for a period of five (5) years from the date of acceptance of the supply of Services. The Customer shall ensure that its Registered Delegates comply with this clause 8.1. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, or which is required to be disclosed in order to comply with a legal requirement.

9. Termination

- 9.1 LGC may terminate this Agreement if the Customer is in material breach of this Agreement and, where such breach is remediable, the Customer fails to remedy the same within fourteen (14) days of the receipt of a written request to remedy.
- 9.2 Either party has the right to immediately terminate the Agreement at its discretion if, in respect of the other party: (a) an order is made or a resolution passed for its winding up or an order is made for the appointment of an administrator to manage its affairs, business and property; (b) a receiver is appointed of such party's assets or undertaking; or (c) if circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order or if either party takes or suffers any similar or analogous action in consequence of debt.
- 9.3 The termination of this Agreement shall be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. The Customer shall pay the Price in respect of any Services (or part thereof) supplied prior to termination, regardless of the reason for termination.

10. Use

- 10.1 Unless agreed otherwise in writing by LGC, the number of Registered Delegates designated by the Customer shall not exceed the number specified on the Booking Form or the Quotation (as applicable).
- 10.2 The Customer shall designate its Registered Delegates by submitting their names and email addresses to LGC in writing upon formation of the Contract in accordance with clause 2 or at the time of submitting their request to designate additional Registered Delegates under clause 10.1. The Customer undertakes to LGC that all information provided by the Customer in relation to its Registered Delegates at the time of submission and for the duration of the Contract are accurate, current and complete. The Customer shall be solely responsible for updating any information with respect to its Registered Delegates.
- 10.3 The Customer shall procure that no third party other than its Registered Delegates attend the Training Course.
- 10.4 The Customer and its Registered Delegates shall lawfully use the Services for learning purposes only.
- 10.5 The Customer undertakes that neither itself nor each of its Registered Delegates shall: (a) share any web links provided by LGC in connection with the Services to any third party without LGC's prior written consent; (b) use or access a Training Course or Training Materials for any commercial use or for the benefit of any third party, including but not limited to the sale or access to a Training Course, Training Materials or any related content; and (c) copy, alter, modify record, reproduce, create derivative works of, distribute, transmit, broadcast, sell, license, or otherwise exploit a Training Course or Training Materials or any content contained therein, for any other purpose other than as permitted by this Contract without LGC's prior written consent. For the avoidance of doubt, under no circumstances is unauthorised viewing of the Training Courses by third parties (other than the Registered Delegates) or unauthorised use of the Training Materials permitted. The Customer shall be liable for its Registered Delegates compliance with the terms of this Contract including any acts or omissions in relation to thereto.
- 10.5 The Customer agrees that LGC shall not be held responsible for the content or any viruses on any third party links accessed from any links provided by LGC in connection with the Services.

11. Cancellation and Rescheduling of Single Customer Training Courses

- 11.1 Prior to the Original Event Date, LGC may cancel or reschedule a Single Customer Training Course upon advance written notice to the Customer for any reason outside of LGC's reasonable control. Where a Single Customer Training Course is: (a) cancelled by LGC, LGC shall refund the Customer any Price paid in advance for the Services not performed; or (b) rescheduled, LGC shall transfer the Registered Delegates to the rescheduled Single Customer Training Course. For the avoidance of doubt, LGC shall be under no obligation to refund any Price paid in advance by the Customer under clause 11.1(b).
- 11.2 The Customer may cancel or reschedule a Single Customer Training Course prior to the Original Event Date of the Single Customer Training Course upon advance written notice to LGC at training@lgcgroup.com.
- 11.3 In the event that the Customer cancels or requests to reschedule a Single Customer Training Course pursuant to clause 11.2, the Customer shall promptly reimburse LGC for any non-recoverable costs (which includes, but is not limited to, costs of transportation, accommodation and preparation of Training Materials) incurred by LGC in relation to the cancelled or rescheduled Single Customer Training Course.



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12. Cancellation and Rescheduling of Scheduled Training Courses and Transfer of Registered Delegates

- 12.1 Prior to the Original Event Date, LGC may cancel or reschedule a Scheduled Training Course upon advance written notice to the Customer for any reason outside of LGC's reasonable control (including, without limitation, where a minimum number of attendees for a Scheduled Training Course is not achieved).
- 12.2 Where the Scheduled Training Course is: (a) cancelled by LGC, LGC shall refund the Customer any Price paid in advance for the Services not performed or (b) rescheduled by LGC and the Customer informs LGC in writing that it: (i) does not wish for its Registered Delegates to attend the Scheduled Training Course on the rescheduled date, LGC shall refund the Customer any Price paid in advance for the Services not performed; or (ii) wishes for its Registered Delegates to attend the Scheduled Training Course on the rescheduled date, LGC shall transfer the Registered Delegates to the rescheduled Scheduled Training Course. For the avoidance of doubt, LGC shall be under no obligation to refund any Price paid in advance by the Customer under clause 12.2(b)(ii).
- 12.3 The Customer may cancel the Scheduled Training Course for its Registered Delegates prior to the Original Event Date for the Scheduled Training Course by providing LGC with written notice to LGC at training@lgcgroup.com.
- 12.4 If the Customer's cancellation notice is received by LGC in relation to a Scheduled Training Course: (i) more than thirty (30) business days prior to the Original Event Date, LGC will provide a full refund of the Price paid in advance by the Customer; (ii) between fifteen (15) and thirty (30) business days prior to the Original Event Date, LGC will provide a refund of fifty percent (50%) of the Price paid in advance by the Customer; or (iii) less than fifteen (15) business days prior to the Original Event Date, the Customer shall not be entitled to a refund.
- 12.5 Subject to availability and acceptance by LGC and prior to the Original Event Date, the Customer may submit a written request to LGC to transfer its designated Registered Delegates to a Scheduled Training Course on an alternative date. For the avoidance of doubt, there will be no change to the Services in connection with such request (as purchased by the Customer under clause 2). If the Customer's transfer request is accepted by LGC, the charges payable by the Customer under this clause 12.5 is as follows: (i) more than thirty (30) business days prior to the Original Event Date, no charge shall be payable by the Customer; (ii) between fifteen (15) and thirty (30) business days prior to the Original Event Date, LGC shall be entitled to charge £50 plus VAT; or (iii) less than fifteen (15) business days prior to the Original Event Date, LGC shall be entitled to charge of £100 plus VAT.
- 12.6 The Customer may, without charge, substitute its designated Registered Delegates with respect to any Scheduled Training Course purchased under the Contract at any time.

13. Force Majeure

- 13.1 If LGC is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Services or if the supply of the Services is prevented or hindered by reason of any cause beyond LGC's reasonable control (which shall include acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, pandemics, epidemic, lock-outs, currency restrictions, strikes or other labour dispute, or restraints or delays outside of LGC's control), LGC may cancel the Agreement by notice in writing to the Customer so far as it relates to the Services not then supplied or work not then done and such cancellation shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for the Services supplied prior to the date of such cancellation.

14. Data Protection

- 14.1 Each party shall comply at all times with its obligations under the Data Protection Laws where Processing Personal Data of the other party in connection with the Services.
- 14.2 The Customer shall comply at all times with its obligations under the Data Protection Laws and warrants to LGC that it has secured all necessary consents (including from its Registered Delegates) where providing Personal Data to LGC in connection with the Services including consent for LGC's third party processors to process such personal data in connection with the delivery of the Services. The Customer shall indemnify LGC in the event of any loss or damage (of any nature) incurred by LGC as a result of the Customer's failure to comply with this clause 14.

15. Legal and Regulatory Compliance

- 15.1 The Customer will comply with all applicable laws, statutes, regulations, directives, and/or codes of practice in force from time to time. Failure to comply with any provision of clause 14 or clause 15 is grounds for immediate termination of this Agreement by LGC, which termination shall not result in any costs or compensation becoming payable by LGC to the Customer.
- 15.2 The Customer agrees and undertakes that it shall not, and shall require that its Personnel and affiliates shall not, take any action in furtherance of an unlawful order, promise or payment in violation of the United Kingdom's Bribery Act 2010 or the United States' Foreign Corrupt Practices Act ("FCPA"), nor take any action that would cause either itself or any other party (including LGC) to be in violation of the Bribery Act 2010 or the FCPA. The Customer shall inform LGC immediately if at any time it becomes aware, or reasonably suspects, that it has been entered on any denied persons, politically exposed persons or other sanctions lists maintained by the United Kingdom, the United States, the European Union or any other recognised national or international, governmental or quasi-governmental body. The Customer acknowledges that entry onto any such list is grounds for immediate termination of this Agreement by LGC in accordance with clause 15.1.

16. General

- 16.1 The Customer shall not assign any Agreement or any part thereof without the written consent of LGC. LGC may assign the Agreement or any part thereof to any member of the LGC group of companies or its successors. LGC shall be entitled to subcontract any part of the Services to be provided hereunder. Each right or remedy of LGC under the Agreement is without prejudice to any other right or remedy of LGC whether under the Agreement or not.
- 16.2 If any provision of the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Agreement but the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected.
- 16.3 LGC reserves the right to announce publicly that it is providing services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld.
- 16.4 Failure by LGC to enforce any of the terms of this Agreement (which includes the Services) shall not be construed as a waiver of any of its rights hereunder.
- 16.5 The Customer shall have no right of set off, statutory or otherwise.
- 16.6 A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 16.7 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 16.8 The Agreement is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.