

1. Definitions
- In these Conditions the following expressions shall have the following meanings:
- "The Company" means Maximise IT Solutions Ltd also where the context permits its assigns any sub-contractor for the said Company.
- "Goods" means the articles or things to be supplied by the Company to the Client under the terms of the Contract.
- "Services" means the services to be provided by the Company to the Client under the terms of the Contract and "Service" shall be construed accordingly.
- "The Client" means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly, through an agent or factor who is acting for or instructed by the Client or whose actions are ratified by such person, firm or company.
- "Company's Premises" means the premises mentioned in the Contract or if not so mentioned means the Company's premises at: Suite 321, 179 Whiteladies Road, Bristol, BS8 2AG.
- "Contract" means the contract between the Company and the Client under which the Services and/or Goods are to be supplied by the Company to the Client.
- "Invoice" means an invoice submitted by the Company to the Client in respect of training Services, consultancy Services or Goods which is not a Supplementary Fee Invoice.
- "Supplementary Fee Invoice" means an invoice submitted by the Company to the Client in respect of additional training Services requested by the Client in substitution of or in addition to the training Services originally requested by the client and in respect of which a Course Invoice may have already been rendered.
- "Working Day" means every day of the week excluding Saturday, Sunday and statutory holidays.
2. General
- These Conditions shall be deemed to be incorporated in all Contracts and in the case of any inconsistency with any order or letter, form of contract sent by the client to the Company or any other communication between the Client and Company whatever may be their respective dates, the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of the Company. Any concession made or latitude allowed by the Company to the Client shall not affect the rights of the Company under the Contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.
3. Obligation to Provide Services and/or Goods
- 3.1. Notwithstanding that the Company may have given a detailed quotation no request for the provision of Services and no order for the supply of Goods shall be binding on the Company unless and until it has been accepted in writing by the Company and where the Service in question relates to the provision of training Services bookings will only be taken for a course where the Client has provided a valid purchase order number and a signed Booking Confirmation to the Company.
- 3.2. The Company's catalogues, brochures, leaflets or other correspondence including but not limited to particulars published on the Company's World Wide Web Site are not binding and reasonable variations may be made to the Services without notice, and the Services and/or the Goods so varied shall be accepted as complying with the Contract.
- 3.3. Where the Services in question relate to the provision of training, the Company reserves the right to provide such Services at a venue or venues other than the Company's Premises and to provide training personnel of its own choice.
- 3.4. The Company reserves the right to cancel, curtail or reschedule training courses or events without notice to the Client and without liability for financial penalty or compensation to the Client other than an amount limited to a refund of 100% of any fees already paid by the Client in advance of the related course or event, or cancellation of the invoice, where credit arrangements have been established with the Company for the Client to pay post event.
- 3.5. The Company reserves the right to refuse or curtail any training Services if a delegate or substitute delegate attending on behalf of the Client fails to satisfy those requirements, or pre-requisites for such course notified by the Company to the Client prior to the commencement of such course.
4. Prices
- 4.1. The price payable for the Goods or Services shall unless otherwise stated in the Contract be the fee chargeable by the Company for such Goods or Services current at the date of the provision of the Goods or Services and in the case of the provision of Services over a period of time, the price payable shall, at the option of the Company, be either:
- 4.1.1. The fee current at the date of the provision of the Services in question unless otherwise expressly stated to be firm for a period; or
- 4.1.2. The fee current at the date of any invoice sent pursuant to Condition 7.3.
- 4.2. The price payable for Goods shall unless otherwise stated in the Contract be the list price of the Company current at the date of dispatch and in the case of an order for delivery by instalments the price payable for each instalment shall, at the option of the Company, be either:
- 4.2.1. the list price current at the date of supply of the Goods in question unless otherwise expressly stated to be firm for a period; and
- 4.2.2. the list price current at the date of any invoice sent pursuant to Condition 7.4.
- 4.3. Unless otherwise expressly stated to be firm for a period the Company's charge in respect of the Services and/or the Goods are subject to amendment to take account of variations in wages, materials or other costs since the date of the Contract. The Company accordingly reserves the right to adjust the sum payable by the Client for the Services and/or the Goods by the amount of any increase in such costs after the sum due is quoted and the sum so adjusted shall be payable as if it were the fee stated as being payable in the Contract.
- 4.4. All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.
5. Additional Costs
- 5.1. The Client shall indemnify the Company against all costs claims and damages incurred or threatened arising out of any alleged infringements of patents, trademarks, registered designs, design right or copyright occasioned by the provision of the Services where such Services are provided to the specification or special requirements of the Client and/or by the manufacture or sale of Goods made to the specification or special requirements of the Client.
- 5.2. All written information, drawings, diagrams, videos, software copies of same and audio tapes prepared by the Company in relation to the provision of the Services and the copyright therein shall remain the property of the Company and shall be returned by the Client on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.
6. Intellectual Property Rights
- 6.1. The Client shall indemnify the Company against all costs claims and damages incurred or threatened arising out of any alleged infringements of patents, trademarks, registered designs, design right or copyright occasioned by the provision of the requirements of the Client and/or by the manufacture or sale of Goods made to the specification or special requirements of the Client.
- 6.2. All written information, drawing, diagrams, videos, software copies of same and audio tapes prepared by the Company in relation to the provision of the Services and the copyright therein shall remain the property of the Company and shall be returned by the Client on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.
- 6.3. The Client shall ensure that its employees and all those under the Client's control and supervision shall comply with the obligations of confidentiality contained at clause 6.2.
7. Terms of Payment
- 7.1. Unless otherwise agreed by the Company in writing payment for the Services shall be due in cash as follows:
- 7.1.1. where the Services in question relates to the provision of training Services payment shall be made in full no later than 7 working days prior to the commencement of the training;
- 7.1.2. where the Services in question relate to the provision of consultancy Services 50% of the payment shall be made no later than 7 working days prior to the date upon which the consultancy Service in question is to be provided and the balance on demand by the Company.
- 7.2. Unless otherwise agreed by the Company in writing payment for Goods shall be due within 30 days of the date of the invoice provided always that payment shall become due on demand in any event forthwith upon the occurrence of any of the events referred to in Condition 15.
- 7.3. If the Services are provided over a period of time the Company shall be entitled to invoice the Client at regular intervals during the period of time that the Services are being provided and payment shall be due within 7 days of the date of each such Invoice notwithstanding that subsequent Services are not provided or any other default on the part of the Company.
- 7.4. If the Goods are delivered in instalments the Company shall be entitled to Invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with Condition 7.2 in respect of each instalment whereof delivery has been made notwithstanding non-delivery of other instalments or other default on the part of the Company.
- 7.5. If under the terms of the Contract monies due shall be payable by instalments, a default by the Client of the payment of any due instalment shall cause the whole of the balance of the sums due to become payable forthwith.
- 7.6. The sums due to the company under the Contract shall be due in full to the Company in accordance with the terms of the Contract and the Client shall not be entitled to exercise any set-off, lien or any other similar right or claim.
- 7.7. The time of payment shall be of the essence of the Contract.
- 7.8. Without prejudice to any other rights it may have, the Company is entitled to charge interest at 3% per month or part thereon on overdue payments such interest to run from the due date for payment until payment in full is received whether before or after judgement.
8. Delivery of Goods
- 8.1. The period for delivery of Goods shall be the period within which the Goods are intended to be dispatched from the Company's Premises and shall be calculated from the time of the receipt by the Company of the Client's order or from the receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods whichever shall be the later and the Client shall take delivery of the Goods within that period.
- 8.2. All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the Contract nor shall the Company be under any liability for any delay beyond the Company's control.
- 8.3. Where the Goods are handed to a carrier for carriage to the Client or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not the Client for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979.
- 8.4. Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.
- 8.5. No liability for non-delivery, loss of or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company unless claims to that effect are re-notified in writing by the Client to the Company (and in the case of claims for non-delivery loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods):
- 8.5.1. Within two days of delivery for loss, damage or non-compliance with the Contract; or
- 8.5.2. For non-delivery, within ten days of the date of the invoice.
- 8.6. In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Contract, the Company undertakes at its option either to re-supply or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage or non-compliance.
- 8.7. If the Client shall fail to give notice in accordance with Condition 8.5 the Goods shall be deemed to be in all respect. In accordance with the Contract and the Client shall be bound to accept and pay for the same accordingly.
- 8.8. If for any reason the Client is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Company may at its sole discretion without prejudice to its further rights store the Goods at the risk of the Client and take all reasonable steps to safeguard and insure them at the cost of the Client provided that the Client shall be immediately informed thereof.
- 8.9. The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide, and any express provision as to instalments in the Contract shall be in addition to and not in derogation of this right.
- 8.10. Unless otherwise stated prices are exclusive of carriage and insurance to the Client's premises and delivery shall take place at the Company's Premise.
9. Returns of Goods
- Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's Premises at the Client's expense.
10. Passing of Title and Risk
- 10.1. From the time of delivery the Goods shall be at the risk of the Client who shall be solely responsible for their custody and maintenance but unless otherwise expressly agreed in writing, the goods shall remain the property of the Company until all payments under the Contract have been made in full and unconditionally. Until title to the goods has passed to the Client the Client shall keep the Goods separate and identifiable from all other Goods in its possession as bailee for the Company.
- 10.2. In the event of any resale by the Client of the Goods the beneficial entitlement of the Company shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefor shall be assigned to the Company and until subject to such assignment shall be held in trust in a separate identified account for the Company by the Client who will stand in a strictly fiduciary capacity in respect thereof.
- 10.3. In the event of failure to pay the price in accordance with the contract the Company shall have the power to re-sell the Goods such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Client to remove the Goods.
- 10.4. Pending payment of the full purchase price of the Goods the Client shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods have been supplied in an amount at least equal to the balance of the price for the same from time to time remaining outstanding.
11. Conditions and Warranties Relating to Services
- 11.1. Any Conditions or Warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Services are hereby expressly negated.
- 11.2. The Company may help Clients to specify or choose training Services, but the assessment and selection of the Client's chosen training for the Client's purpose remains the Client's ultimate responsibility. The Company undertakes only that in giving such assistance it has acted in good faith and has not been wilfully misleading.
12. Conditions and Warranties Relating to Goods
- 12.1. The Contract shall not constitute a sale by description or sample.
- 12.2. Any Conditions or Warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Goods or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) or as to the correspondence of the Goods with any description or sample are hereby expressly negated.

13. Defective Goods
- 13.1. In substitution for all rights which the Client would or might have but for these Conditions the Company undertakes in the case of Goods supplied by the Company that if within the period of 90 days from the date of dispatch of the Goods by the Company a serious defect in materials or workmanship appears in them it will at its own discretion either credit to the Client in full the price paid by the Client to the Company for them or repair them or supply a replacement for the Goods free of charge at the place of delivery specified by the Client for the original Goods provided that in any case they have been accepted and paid for.
- 13.2. The Company's obligations contained in Condition 13.1 are subject to:
- 13.2.1. The Goods having been used in an appropriate manner and/or as prescribed in the operating instructions (if any);
- 13.2.2. Faulty parts being returned to the Company at the Client's expense if so requested.
- 13.2.3. The Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with.
- 13.3. Where the Company's liability under this Condition 13 can be fulfilled by the supply of a replacement part it will arrange for delivery and undertake liability for loss or damage in transit or otherwise to the same extent as for the Client's original order. Any other costs involved must be borne by the Client. In order to exercise its right under this Condition 13 the Client shall inform the Company within seven days of the date when such defect appeared or ought reasonably to have been discoverable and shall return the defective Goods carriage paid to the Company's Premises.
- 13.4. Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts omissions negligence or default of the Client its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Client to comply with any recommendations of the Company as to storage and handling of the Goods.
- 13.5. Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Client shall be bound to accept delivery thereof.
- 13.6. Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.
- 13.7. No guarantee whatsoever is given in respect of items supplied by the Client or a contractor to the Client, which are incorporated in Goods at the direction of the Client.
14. Consequential Loss
- The Company shall not be liable for any costs claims or damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits income production or accruals or loss of such profits income products or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.
15. Default or Insolvency of Client
- If the Client shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Client's property or assets or if the Client shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy or any bankruptcy petition will be presented against him or (if the Client is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking, property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly, or in part, and every contract between the Company and the Client or may (without prejudice to the Company's right subsequently to determine the Contract for the same clause should it so decide) by notice in writing suspend further deliveries of Goods and Services until any defaults by the Client are remedied.
16. Limitation of Liability
- 16.1. Where the Contract relates to the provision of Services the liability of the Company to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price payable for the Services.
- 16.2. Where the Contract relates to the supply of Goods and liability of the Company to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price payable for the Goods.
- 16.3. The Company shall not be liable for imperfect work caused by any inaccuracies on any drawing bills of quantities or specifications supplied by the Client.
17. Representations
- No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge, vary or override in any way any of these Conditions of the Contract.
18. Force Majeure
- The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in the provision of Services or as the case may be the supply of Goods through any circumstances beyond its reasonable control including, but not limited to, strikes, lock-outs, accidents or war, fire, reduction in or unavailability of power at manufacturing point, break-down of plant or machinery or shortage or unavailability or raw materials from normal sources of supply.

19. Cancellation
- 19.1. Save as provided in conditions 15 and 18 hereof the Contract for supply of Goods may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.
- 19.2. Where the Contract relates to the provision of training Services:
- 19.2.1. The Client agrees to pay the Company a sum equal to the following percentages of the sums due in respect of a course invoice due to the Company or another sum, which will be levied by a Supplementary Fee Invoice, by way of agreed damages if a delegate fails to attend, cancels or withdraws from a course at which such training Services are to be provided or if the Client elects to substitute a delegate.

Confirmed Booking with Agreed Dates	15-11 Working days before course commencement	10-6 Working days before course commencement	5-0 Working days before course commencement
Cancellation of course	50%	75%	100%
Rescheduling of course	25%	50%	100%

- 1 Also applies to TBA (To be Advised) bookings where a firm order has been placed but at Course Commencement date is not agreed at the time of booking.
- 2 Where 50% of the Course Invoice is less than £75 the higher amount will be charged
- 3 Where 25% of the Course Invoice is less than £75 the higher amount will be charged
- 19.2.2. If a delegate withdraws from a course once that course has commenced or does not attend the first day of the course, then the Client shall pay the full value of the Course Invoice to the Company and at the Company's discretion may not rejoin the course.
- 19.2.3. The Client may substitute delegates at any time upon notification in writing to the Company subject to any new delegate complying with the requirements for the course as notified by the Company to the Client and the agreement by the Client to pay any Supplementary Fee Invoice as detailed at 19.2.1 above.
- 19.2.4. Where a Client wishes to change the date of attendance, re-schedule attendance a particular course the Company will issue a Supplementary Fee Invoice, which will be an additional charge based on a percentage of the original invoice or another sum based upon the detail at 19.2.1 above.
- 19.2.5. Where a client has purchased training services in the form of pre-paid vouchers there is no refund available. The vouchers have a maximum validity of 12 months after which they expire and have no value. Training must be booked and delivered before the vouchers expire.
- 19.2.6. Where training is purchased as a package the package is deemed to be one course and cancellation of the package will be treated as a single course.
20. Sub-Contracting
- The Company may assign or sub-contract the whole or any part of the Contract to any person firm or company.
21. Virus Control
- The Company warrants that it will use best endeavours to ensure that all software introduced to the Clients machines will be free of computer viruses, including but not limited to "Time Bombs", "Logic Bombs" and has undergone virus checking procedures in line with current best practices. Notwithstanding these best endeavours the Company will not accept liability for any damage to any equipment of the Client any third party that has been caused by a virus introduced as a result of software loaded by or via the Company.
22. Proper Law
- The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Client and the Company agree to submit to the non-exclusive jurisdiction of the English Courts.