

THIS AGREEMENT between:

- (i) The Teaching Assistant College  
whose registered office is at  
Stone Road Hilcote Eccleshall Staffordshire ST21 6JX ('the Seller') and
- (ii) Any school, group of schools or other Buyer

The Seller has agreed to sell and the Buyer has agreed to buy Teaching Assistant Training ('the training').

## **TERMS AND CONDITIONS**

### **1. DESCRIPTION**

1.1. The Seller shall supply the Training to the Buyer on the terms and subject to the conditions set out in this agreement.

1.2. The Training shall be

Any services and training provided to the buyer

1.3. The Seller may make changes in the specifications of the Training to comply with safety or statutory requirements provided that they do not materially affect the quality or fitness for purpose of the Training.

### **2. PRICE AND PAYMENT**

2.1. The price of Training shall be £600.00 per day in the UK £800.00 per day outside the UK ('the Price')

2.2. The Buyer shall pay the Price (plus VAT if in the UK) within Payment deadline days of the Seller's invoice (the 'due date'). Time for payment shall be of the essence.

2.3. The Seller shall not be bound to deliver the Training until the Buyer has paid for them in full.

2.4. If the Buyer fails to make payment by the due date then without prejudice to any other rights, the Seller may allocate any payment made by the Buyer to such of the Training, (or Training supplied under any other agreement with the Buyer), as it may think fit.

2.5. If any sum payable under this agreement is not paid when due, interest shall be payable and calculated on a daily basis and compounded quarterly from the due date until payment at a rate of Interest rate above the base rate of Bank in force from time to time and shall accrue at such a rate after as well as before any judgment.

### **3. CANCELLATION**

3.1. At any time up to Deadline for seller to increase price (days) days before delivery the Seller may, by written notice to the Buyer, increase the price of the Training to reflect any increase in the cost to itself provided this is due to factors which (a) are beyond its reasonable control and (b) occur after this agreement. In these circumstances the Buyer shall be entitled to cancel this agreement by notice to the Seller in writing within 14 days of any such notice from the Seller but if the Buyer does not do so the increased price, as notified, shall be payable by the Buyer.

3.2. The Seller may, by giving written notice, cancel this agreement up to 14 days before the Training is delivered. If less than 14 days notice is provided by the Buyer, all costs will be incurred including travel and accommodation. In circumstances where the Buyer has agreed to pay travel costs for the Training to be provided any cancellation fees in relation to the travel provider will also be payable.

### **4. LIMITATION OF LIABILITY**

4.1. The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

4.1.1. any breach of this agreement;

4.1.2. any use made or resale by the Buyer of any of the Training products, or of any product incorporating any of the Training; and

4.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement

4.2. No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of the Agreement, where such representations were made or given in relation to:

4.2.1. the correspondence of the Training with any description;

4.2.2. the quality of the Training; or

4.2.3. the fitness of the Training for any purpose whatsoever.

4.3. No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of the Agreement where such term relates in any way to:

4.3.1. the correspondence of the Training with any description;

4.3.2. the quality of the Training; or

4.3.3. the fitness of the Training for any purpose whatsoever.

4.4. The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Price.

4.5. In no event shall the Seller be liable to the Buyer for any loss of business, loss of opportunity, loss of profits, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information or for any special, indirect, consequential or pure economic loss, costs,

damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with this agreement. This shall apply even where such a loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Buyer incurring such a loss.

4.6.Nothing in the Agreement shall exclude or limit the Seller's liability for death or personal injury resulting from the Seller's negligence or that of its employees, agents or sub-contractors.

#### 5.INSOLVENCY

5.1.All sums outstanding and/or payable in relation to the Training shall become payable forthwith if the Buyer fails to make payment for any of the Training in due compliance with the terms of this agreement or if the Buyer commits any other breach of the terms of this agreement, or if any distress or execution is levied upon any of the Buyer's Training or other assets, or if the Buyer offers to make any arrangement with its creditors or is unable to pay its debts as they fall due or is the subject of any resolution or petition for winding up on the grounds of insolvency, or if a receiver, administrator, administrative receiver or manager is appointed over part or all of the Buyer's business or assets, or if the Buyer is the subject of foreign proceedings, action or process of law similar in kind to the foregoing. Upon the occurrence of any such event the Seller may also, without prejudice to any other rights which it may have and in its absolute discretion, suspend all future deliveries to the Buyer, or terminate this agreement without liability on its part.

#### 6. FORCE MAJEURE

6.1.The Seller shall not be liable to the Buyer for any failure to perform its obligations hereunder which arises as a result of any strike, industrial action or lock-out, or any act of God, terrorist act, fire, flood, drought, extreme weather conditions, war, armed insurrection, civil disturbance, malicious damage, compliance with any law or governmental order, rule, regulation or direction or other event beyond its reasonable control, but in such event it shall notify the Buyer in writing as soon as is reasonably practicable following becoming aware of any such circumstance and giving details of the said circumstance in the notice.

#### 7.SEVERABILITY AND VARIATION

7.1.If any term or provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

7.2.Any variation of the terms of this agreement shall only be binding if recorded in writing and signed for and on behalf of the Buyer and the Seller.

#### 11.NOTICE

11.1.Any notice in writing required by these terms to be given to the Seller shall be deemed duly given if sent by recorded delivery or ordinary first class post to Eva Cartwright CEO Innovative Education Group Ltd. Stone Road, Hilcote, Eccleshall, Staffs ST21 6JX, or, upon proof of transmission by facsimile to 01785 330840. In the case of notice to the Buyer, which shall be deemed to suffice if given in like manner, the relevant address for service is Address for serving notices on buyer.