

N.A.P.P.I. (UK) Limited STANDARD TERMS FOR THE SUPPLY OF SERVICES

Thank you for your interest in our Services. These standard terms set out the legal Agreement that will apply to any Services we supply to you. By using our Services you agree to the terms of this Agreement. To apply to use our Services, please complete the appropriate Booking Form. We will then let you know whether or not the booking is accepted by us, in our sole discretion.

This is a legally binding contract (**the Agreement**) between the following **Parties**:

- (1) **N.A.P.P.I. (UK) Limited** of 64 Falsgrave Road, Scarborough YO12 5AX (**NAPPI uk, we or us**). We are a Company registered in England and Wales with Client number 03050134.
- (2) You, the **Client**, being the individual who wishes to make use of our Services.

Where you as an individual have entered into this Agreement on behalf of your employer or business, the terms “you” and “Client” shall refer both to you as an individual and also to that employer or business on a joint and several basis.

YOUR SPECIFIC ATTENTION IS DRAWN TO CLAUSE 6

1. YOUR STATUS

1.1. You confirm that:

- (a) all information you provide to us is honest and accurate; and
- (b) you have provided us with your current postal address and your valid, operational email address and that you will keep us informed of any changes to this information as appropriate; and
- (c) you are requiring the Services wholly or mainly in relation to your business, trade or profession.

2. TRAINING

2.1 Where we have agreed to provide Training for you, you must comply with any payment terms or cancellation policy set out in the Booking Form. Except as set out in the Booking Form, you will have no right to cancel the Training, and all Fees will be payable without refund. At our entire discretion we may offer you alternative dates to attend the Training in question.

2.2 Where the Training involves your participation on a distance learning programme, unless you otherwise obtain written permission from NAPPI uk:

- (a) you must commence your Training within 3 months of acceptance on the relevant programme; and
- (b) you must complete the programme within 12 months of commencement.

Failure to do so will give us the right to cancel your Training with no refund due to you. Your participation in future Training will require a new Booking Form and payment of additional Fees.

2.3 On occasions, Training dates that we have publicised may need to be changed, for instance, because attendance levels on those dates have fallen short of expectations. We have the right to change such dates in our entire discretion. If you have booked onto a Training day which has had to be changed, we will give you notice of the change and will also give you a reasonable extension of any relevant time limits.

2.4 Where your Training involves training you to be a trainer, then you are only authorised to provide Training and use Course Materials to the extent set out in the Booking Form, in the Code, in the certification provided by us, or otherwise as expressly agreed in writing by NAPPI uk. Unless expressly specified by us in writing, you will have no right to provide Training to members of the public or to anyone other than your colleagues for the purposes of assisting in the same care services in which you are employed. For example, if you successfully complete our onsite “Training the Trainer” course, you will only be permitted to use the techniques we have taught you on that course to train your colleagues for the purpose of working with you in care services. If, though, you successfully complete our NAPPI uk Mini Trainer Programme, then this course gives you permission to use the techniques we have taught you on that course to train others externally as explained in the relevant programme material.

2.5 Where you successfully attend appropriate Training to be an external trainer and we expressly certify you as having the right to use the techniques we have taught you for external training purposes, then such certification is only given for the duration stated in connection with the certification and on the following basis. The certification will automatically terminate if you breach one of the following requirements:

- (a) all training materials you use in external training must be purchased from us; and
- (b) you must maintain your competence in respect of the training you carry out; and
- (c) you must not breach any of the terms of this Agreement.

2.6 Distance learning Training requires a commitment from you to complete assignments on time and to make yourself available for communication with tutors. For example, to complete online worksheets, you will need direct communication with tutors. If you fail to make reasonable availability for communication with tutors, or you fail to complete assignments within reasonable or specified time limits, we reserve the right to cancel your Training by giving you 14 days’ written notice. You will not be entitled to any refund in such circumstances.

2.7 Any accreditation or certification connected with Training is entirely at our discretion and is dependent on you complying with this Agreement and successfully completing the Training and satisfying any assessments or requirements. For example, accreditation or certification may be refused at our discretion if you leave a Training session before it has concluded or you have not submitted relevant documentation that we have requested or you have not been assessed by us as achieving competency.

2.8 In advance of Training, we may provide to you information concerning requirements for the Training, such as those set out in the Code. It is important you read this carefully. This might include, for example, a requirement to wear appropriate footwear or clothing, or to have a required level of physical fitness. At our

own discretion, if you have not met specified requirements, we reserve the right to refuse your participation in Training. If this is the case, you will have no right to refund of any fees.

2.9 Any accreditation, certification or assessment we carry out or grant as part of the Training is subject to any conditions set out by us. In particular, it may be limited in time and subject to renewal by payment of renewal fees and/or attendance at additional Training or recertification Training. Following any time period specified, the accreditation, certification or assessment will terminate automatically unless you have taken the necessary steps to undertake recertification.

2.10 Where we carry out Training at your premises, you must ensure that all requirements specified by us in advance (such as in the Booking Form) are met. You will also provide an adequate and safe working space and facilities (including power, heating and safe flooring, taking account of the size of space required for the number of attendees including a demonstration area) for the full duration of the Training including a reasonable period before and after to set up and take down the presentation.

3. SERVICES AND PAYMENT

3.1 NAPPI uk agrees to supply the Services to the Client using reasonable skill and care.

3.2 Any dates for performance of the Services, or for holding any Training are advisory only and subject to change. Time shall not be of the essence for performance of the Services. We will make every effort to avoid amending dates other than in exceptional circumstances.

3.3 NAPPI uk shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

3.4 The Client agrees to pay the Fees to NAPPI uk on the terms of this Agreement.

3.5 NAPPI uk shall be entitled to invoice the Fees in advance and all invoices shall be paid by Client (in sterling in cleared funds by any method reasonably specified by NAPPI uk) within the period specified on the invoice or on the Booking Form. Where any due dates for payment of Fees have not been met, NAPPI uk reserves the right to refuse the Client access to any Training and to cease the supply of any Services to the Client.

3.6 Unless otherwise stated, all Fees are subject to the addition of VAT for which you shall be responsible.

3.7 If the Client fails to pay any amount payable under this Agreement, NAPPI uk may charge the Client interest on the overdue amount (payable by Client immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 5% per annum above the base rate for the time being of HSBC Bank plc. Such interest shall accrue on a daily basis and be compounded quarterly.

3.8 We may set-off any amount owed by us to you against any amount owed by you to us.

4. COURSE MATERIAL, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

4.1 The Client shall during the term of this Agreement and thereafter, keep confidential all, and shall not use for the Client's own purposes (other than using the Services or as specified in this Agreement or in the Booking Form) nor without the prior written consent of NAPPI uk disclose to any third party (except to the Client's professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value and confidential information contained in the Course Material) which may become known to the Client from NAPPI uk unless that information is public knowledge or already known to the Client at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of the Client from a third party. The Client shall use reasonable endeavours to prevent the unauthorised disclosure of any such information.

4.2 The Client acknowledges that all Intellectual Property Rights in the Services and the Course Material belong and shall belong to NAPPI uk (or are licensed to NAPPI uk), and Client shall have no rights in or to the Services or the Course Material other than the right to use them in accordance with this Agreement.

4.3 The Client must not copy, distribute, adapt or publish any Course Material (for any purposes, internal, external, private or commercial or otherwise) except to the extent specifically and expressly authorised by NAPPI uk in writing.

4.4 Subject to clause 4.3, during the period of any certification granted to the Client by NAPPI uk and on the terms of such certification, the Client may use the Course Material for the internal purposes of their business, trade or profession. This does not include training others except to the extent we have expressly agreed this can be done.

4.5 The Client shall have no right to use any trade marks (whether registered or unregistered) owned or used by NAPPI uk including the name NAPPI uk except as expressly agreed in writing by NAPPI uk.

4.6 You must not replicate our Training programmes or Services or use the Course Material to train others, except to the extent we have given you express written permission and certification to do so.

4.7 Except where the Client is an individual or a partnership, NAPPI uk has the right to publicly identify the Client as a user of NAPPI uk Services for marketing or other purposes including the publication of attributed comments or testimonials included by the Client on feedback forms or in emails or other communications, except to the extent the Client expressly states in writing at the time of making such comments or testimonials that they are confidential.

4.8 You agree to notify NAPPI uk as soon as you become aware of any unauthorised use of the Services or Training or Course Material by any person.

4.9 You will do nothing to harm the reputation of NAPPI uk, including misrepresenting or denigrating the Services and business of NAPPI uk on any social media.

5. CLIENT OBLIGATIONS

5.1 The Client shall:

- (a) comply with all requirements set out in the Code and the Booking Form; and
- (b) co-operate with NAPPI uk in all matters relating to the Services; and
- (c) provide NAPPI uk with such information and materials as NAPPI uk may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

5.2 To make use of the Services, you may be issued with an id, key, code, PIN, password, activation means or similar personal security measure (“PSM”). Any such PSM is personal to you and you shall keep it safe. You must not share a PSM with anyone. You shall be responsible for mis-use by any person of a PSM issued to you.

6. WARRANTIES AND LIMITS OF LIABILITY

6.1 NAPPI uk warrants that the Services will conform in material respects to the description of the Services in the Code and in the Booking Form.

6.2 NO REPRESENTATION OR WARRANTY is given by NAPPI uk that:

- (a) the material displayed on the NAPPI uk Website is accurate; or
- (b) operation of the Services or the NAPPI uk Website will be uninterrupted or error free; or
- (c) any content available for downloading from us is free from viruses or any other contamination or destructive features; or
- (d) you will receive any increase in business or achieve improved results in any context by use of the Services; or
- (e) the Services meet any requirements of the Client, even if those requirements have been communicated to NAPPI uk.

6.3 Nothing in this Agreement shall operate to exclude or limit either Party’s liability for death or personal injury caused by its negligence, or fraud or any other liability which cannot be excluded or limited under applicable law.

6.4 All conditions, warranties or other terms which might have effect between the Parties or be implied into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

6.5 Subject to clause 6.3, NAPPI uk shall have no liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: (a) special damage; (b) loss of profits; (c) loss of anticipated savings; (d) loss of business opportunity; (e) loss of goodwill; (f) loss or corruption of data.

6.6 The total liability of NAPPI uk, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed the Fees.

6.7 You agree that, in entering into this Agreement, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if you did rely on any representations, whether written or oral, not expressly set out in this Agreement) that you shall have no remedy in respect of such representations and (in either case) NAPPI uk shall have no liability otherwise than in accordance with the express terms of this Agreement.

6.8 The Client agrees to indemnify NAPPI uk against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by NAPPI uk arising out of or in connection with:

- (a) any claims against NAPPI uk by a third party which arise out of the use by the Client (or the use by any person authorised or trained by the Client) of knowledge or techniques or training methods taught or otherwise supplied as part of the Services; or
- (b) Client’s breach of this Agreement.

7. DATA AND MONITORING

7.1 Where NAPPI uk processes any personal information on behalf of the Client as part of NAPPI uk’s supply of the Services, NAPPI uk agrees that it will:

- (a) only use such information for the purpose of supplying the Services and not for any other purpose unless (i) otherwise required by law (in which case NAPPI uk will promptly notify the Client before doing so unless NAPPI uk is not legally permitted to notify the Client) or (ii) otherwise instructed by the Client in writing;
- (b) put in place appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of such information and against accidental loss or destruction of, or damage to, such personal information (having regard to the sensitivity of the information and the potential harm that could be caused should any such issue arise);
- (c) ensure that all personnel who handle such information are obliged to keep it confidential;
- (d) not transfer any such information outside of the European Economic Area;
- (e) assist the Client in responding to any request from any person whose information is processed by NAPPI uk on behalf of the Client pursuant to this Agreement, and (where the Client reasonably requires) in ensuring the Client’s own compliance with applicable UK data protection legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner’s Office;
- (f) maintain complete and accurate records and information to demonstrate NAPPI uk’s compliance with its obligations under this clause 7.1 and allow for audits by the Client or the Client’s auditor;
- (g) not appoint any third party to process personal information on behalf of the Client without the Client’s written consent; and
- (h) at the Client’s choice, delete or return such information (and any copies held by NAPPI uk) to the Client upon termination of this Agreement (unless otherwise required by law).

7.2 Save for where the Client is an individual or a partnership (in which case clause 7.3 below applies), NAPPI uk has the right to collect, monitor, use and disclose any data arising out of Client's use of the Services for all of the following purposes:

- (a) to provide and improve the Services and to calculate the Fees, including by way of use of third party service providers and sub-contractors;
- (b) to keep you notified of future services and training provided by NAPPI uk;
- (c) to keep in touch with you concerning your use of the Services;
- (d) to comply with any law or regulation and for the purpose of obtaining or maintaining any appropriate certification;
- (e) to prepare and publicise aggregate statistics and other information concerning the operation of the Services;
- (f) to monitor compliance by the Client of this Agreement and to enforce its rights under the Agreement.

7.3 Where the Client is an individual or a partnership, any personal information of the Client shall be processed by NAPPI uk in accordance with NAPPI uk's course participant data protection statement (a copy of which can be accessed via the following URL: www.nappiuk.com/course_participant_data_protection.pdf).

7.4 For the avoidance of doubt, data includes all the information you provide to us when registering and operating your account.

8. TERMINATION

8.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may at any time terminate this Agreement with immediate effect by giving written notice to the other Party (or that Party's estate) if:

- (a) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) the other Party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or
- (c) the other Party: i) being a company ceases business or becomes subject to the appointment of an administrative receiver; or ii) being an individual dies, becomes incapable of managing their own affairs or becomes (or appears likely to become) bankrupt.

8.2 On Termination:

- (a) All moneys due from one Party to the other under this Agreement shall become immediately payable; and
- (b) all rights and permissions granted under this Agreement, including arising out of Training, shall cease and all accreditation and certification of the Client shall terminate; and
- (c) all obligations to provide Services shall cease; and
- (d) if requested by NAPPI uk, the Client shall return to NAPPI uk all copies of the Course Material (whether hard copies or in electronic format).

9. INTERPRETATION

9.1 **Booking Form** means any written document (including email or online form) that we require you to complete which specifies the Services we are to provide, such as a booking form, purchase order or registration document.

9.2 **Code** means (individually or in combination) any code of conduct, description, guidelines and rules of participation relating to the Services which we provide to you or which is set out on the NAPPI uk Website including any privacy policy, terms of website use or similar in addition to any document entitled "code of conduct". NAPPI uk may alter the Code at any time on 7 days' notice by publication on the NAPPI uk Website or by giving you written notice.

9.3 **Course Material** means any material or information or knowledge provided to you or to which you are given access as part of using the Services (whether by way of printed material, oral presentation, demonstration, electronic files, online material or in any other format). For example, it includes all manuals, worksheets, text, images, diagrams, graphics, ideas, methods and data.

9.4 **Fees** means the fees payable by Client to NAPPI uk for use of the Services as specified in the Booking Form (or, in the absence of a Booking Form, as agreed in writing between the parties or, failing express written agreement as set out in the Code). For the avoidance of doubt, if the Fees or a method of calculating the Fees is set out in the Booking Form, the Booking Form shall take priority.

9.5 **Intellectual Property Rights** means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

9.6 **NAPPI uk Website** means www.nappiuk.com or other website or websites operated by N.A.P.P.I. (UK) Limited including any website controlled by N.A.P.P.I. (UK) Limited through which it offers online distance learning.

9.7 **Services** means any services provided or to be provided by us to you as set out in the Booking Form, and which may be further described in the Code, and which may, for example, include Training or consultancy. Any description in the Booking Form takes priority over the Code.

9.8 **Training** means any training provided or to be provided by us to you, such as NAPPI uk Trainer Programmes and Mini Trainer Programmes, direct NAPPI uk training delivered via open workshops or onsite at your premises, and distance learning (including online e-learning).

9.9 a) references to statutory provisions include those statutory provisions as amended or re-enacted; b) references to one gender includes a reference to the other genders; c) references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them; d) subject to any express written terms of the Booking Form, the terms of the body of this Agreement shall take priority in the case of conflict with the Booking Form or the Code or any other document; e) words in the singular include the plural and those in the plural include the singular; and f) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

10. GENERAL

10.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

10.2 Except where expressly stated, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.3 Any notice required to be in writing under this Agreement can be given:
by email to the last known email address of the Party to whom notice is given and shall be deemed delivered immediately on sending, provided that a printed copy of the email is sent by first class post or courier the same or following business day to the last known postal address of the Party to whom notice is given;
in person or by first class post or courier to the last known address of the Party to whom notice is given, in which case deemed delivery shall be the time actual delivery can be evidenced by certificate of service or signature of receipt, or otherwise on the second business day after the day of sending.

10.4 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

10.5 This Agreement, any Booking Form, the Code and any further documents referred to therein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

10.6 This Agreement is personal to the Client who shall not sub-license, assign or novate the benefit or burden of this Agreement in whole or in part or deal in any other manner with any or all of the Client's rights and obligations under this Agreement. NAPPI uk may at any time sub-license, sub-contract, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.

10.7 A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

10.8 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

10.9 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (including malfunction of internet or network connection, hardware fault, virus, DNS attack), and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed provided that if the period of delay or non-performance continues for 3 months, the Party not affected may terminate this Agreement by giving 14 days' written notice to the other Party.

10.10 This Agreement and any connected dispute shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.