



**Engagement of the services provided by Lifeline Training Ltd (“Lifeline Training”)**

Thank you for selecting Lifeline Training Ltd (“Lifeline Training”) to serve as your training provider. The purpose of this engagement letter ("Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement.

**CONTRACT DETAILS**

**DATE OF CONTRACT:**

	The [ +] day of [+] 202[+]
<b>Client:</b>	
<b>Client's address:</b>	[REGISTERED ADDRESS]
<b>Client' Email address</b>	
<b>Consultants Email address</b>	INSERT
<b>Services Start Date:</b>	The [ +] day of [+] 202[+]
<b>Services:</b>	
<b>Charges:</b>	INSERT

1. This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.
- (c) The Services

This Contract has been entered into on the date stated at the beginning of it.

**Signed by** [name of actual signing party] .....

for and on behalf of [NAME OF CLIENT]

**Signed by Michael Kirkwood** .....

Director of Lifeline Training

Michael Kirkwood

## Agreed terms

### 1. INTERPRETATION

#### 1.1. Definitions:

1. **Business Day:** a day other than a Saturday, Sunday or public holiday in Jersey, when banks in Jersey are open for business.
2. **Business Hours:** Lifeline Training Ltd operates between the hours of 9:00am to 5:30pm on Monday to Thursday and between 9:00 to 5:00pm on Friday. Lifeline Training does not operate on Sundays or any public bank holidays.
3. **Charges:** the charges payable by the Client for the supply of the Services by the Consultant, as set out in the Contract Details.
4. **Conditions:** these terms and conditions set out in clause 1 to clause 10 (inclusive).
5. **Contract:** the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.
6. **Client:** the person or firm who purchases Services from the Supplier.
7. **Data Protection Legislation:** the Data Protection (Jersey) Law 2018 and any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
8. **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
9. **Materials:** all materials, equipment and tools, drawings, specifications and data supplied by Lifeline Training Ltd to the Client.

10. **Order:** the Client's order for Services as set out in the Client's purchase order form, the Client's written acceptance of a quotation by the Supplier.
11. **Services:** the services to be provided by the Consultant pursuant to the Contract, as described in Schedule 1.
12. **Training Date:** the relevant start date for the training stated above.

#### 1.2. Interpretation:

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) shall include all subordinate legislation made from time to time.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

## 2. CHARGES AND PAYMENT

- 2.1. We have agreed that the fee for this engagement will be £[FIXED FEE AMOUNT]. It is expressly understood that this fee is based upon the scope of engagement as defined above. Any expansion of the scope of services shall be the subject of a supplementary or separate engagement letter, which defines the scope of such additional services to be performed and the fees to be paid for such additional services.
- 2.2. The Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 2.3. No deduction of any fee will be made in respect of any Participants who fail to attend any of the Services for any reason whatsoever or who are asked to leave the Service on the grounds of bad behaviour.
- 2.4. Any invoice shall be paid by the Client within 30 days of the date of the invoice.
- 2.5. Our standard payment terms are:

- (a) Private/individual bookings: Payment is made at the time of booking
- (b) Corporate/Employer bookings: A 50% deposit will be paid at the time of booking and the remaining funds shall be paid within 14 days of the date of training.
- (c) Certificates will not be issued until full payment is received.

### **3. CANCELLATIONS**

- 3.1. Cancellation requests made by the Client must be made in writing and all requests will be considered, however, if we are unable to transfer your booking, the following charges will apply:
  - (a) If notice is given 60 days or less before the course, the full fee remains fully payable.
  - (b) If notice is given with more than 60 days, 50% of the course will be refunded.
  - (c) Changes made to the bookings within 48 hours will not incur any fees.
- 3.2. It may be the case that Lifeline Training Ltd will find it necessary to re-schedule or cancel the course. In these cases, Lifeline Training Ltd will provide as much notice as possible and will offer the following options:-
  - (a) Allow for a transfer of the course date, free of charge; and
  - (b) A full refund of the fees paid.

### **4. TRANSFER (for same course only)**

- 4.1. A date transfer can be made free of charge if made in a period of excess 60 days before the course.
- 4.2. Circumstances such as illness, bereavement, work commitments, child care, transport issues or leaving the island will not be considered for a free transfer.

### **5. OTHER CHANGES**

- 5.1. Changes to the booking such as name changes shall be considered on a case-by-case basis.

### **6. NON- EXCLUSIVITY**

- 6.1. In the case of private/individual bookings where the course is not at full capacity, there may be third parties in attendance who do not form a part of your booking.

## **7. TRAINING OUTSIDE OF BUSINESS HOURS**

- 7.1. In the case where a Client requires for the training to be undertaken outside of the Business Hours, an additional fee will apply.
- 7.2. For avoidance of doubt, please note that there is an additional fee for any training booked on a Saturday.
- 7.3. If this is the case, please inform Lifeline Training Ltd as soon as practicable possible.

## **8. NON-ATTENDANCE**

- 8.1. If a course is not attended by the Client, the full fee remains payable.

## **9. CHILD PROTECTION**

- 9.1. Employees cannot attend the course if under the age of 16. This will apply to Corporate/Employer bookings.
- 9.2. In regards to private/individual bookings, children from the age of 6 can attend, however, if under the age of 16, they must be accompanied by a parent/guardian who will also take the course.
- 9.3. In regards to school bookings, all children should be accompanied by a trusted staff member, who shall be with them at all times. Parental permission will also be required.

## **10. RIGHT TO PHOTOGRAPH THE WORK.**

- 10.1. From time to time, Lifeline Training may take photographs at the premises of the Training, of the Client either undertaking in the training or having completed the training, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media and publication via the Internet.
- 10.2. In the event that photographs are taken, consent forms will provided to those whom have been photographed.

## **11. COURSE MATERIALS**

- 11.1. All course materials will be provided by Lifeline Training and are fully accredited.

## **12. DATA PROTECTION**

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a

party's obligations or rights under the Data Protection Legislation. In this clause 8, Applicable Laws means the Data Protection Legislation from time to time in force in Jersey and any other law that applies in Jersey.

- 12.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Lifeline Training Ltd is the processor.
- 12.3. Without prejudice to the generality of clause 8.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract. Including the Client confirming it has the consent of the Participants for the recording or photographing of the Participants by the Supplier in the course of supplying the Services for the purpose of promotional material to be made available both in print and online. If such consent is not received from the Participants it is the duty of the Client to inform the Supplier before the Training Date.

### **13. GENERAL**

**13.1. Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **13.2. Confidentiality.**

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 11.3(b). This includes training materials and resources.
- (b) Each party may disclose the other party's Confidential Information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3;
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including but not limited to any safeguarding concerns;
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

#### **13.3. Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**13.4. Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**13.5. Waiver.**

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**13.6. Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the address specified in the Contract Details.
- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours

resume. In this clause 10.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**13.7. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of Jersey, Channel Islands

**13.8. Jurisdiction.** Each party irrevocably agrees that the courts of Jersey Channel Islands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1: Services

[INSERT]