

## **General Terms and Conditions**

These Terms and Conditions of business should be read together with the Terms of Engagement which set out the basis on which Skill Pro Solutions Ltd will provide services to the client.

All work undertaken by Skill Pro Solutions is subject to these Terms and Conditions, unless otherwise agreed in writing within the Terms of Engagement.

References to 'we', 'us' or 'our' are references to Skill Pro Solutions. References to 'you' or 'your' are references to the client.

## **Services**

Skill Pro Solutions agrees to provide services as outlined in the Terms of Engagement which defines the scope, duration, and cost of the services to the client.

## **Payment terms**

The client agrees to pay the fees for the services rendered, as outlined in the Terms of Engagement.

Unless otherwise agreed in the Terms of Engagement, invoices shall be paid within 30 days of the date of issue. The client is responsible for payment of our fees, agreed expenses and VAT (where relevant).

You may arrange for a third party to cover our fees and disbursements on your behalf. However, we are not a party to that agreement and will hold you responsible for payment of our invoices if the third party fails to pay within the timeframe specified in our Terms.

If payment of an invoice is not made in full within 30 days of presentation, we reserve the right to charge interest at 4% over the base rate of the Bank of England on any balance outstanding from the date of presentation of the invoice until payment.

If a bill remains unpaid, we may, with reasonable written notice, suspend or terminate the provision of services to you (and any related parties) and retain any documents, papers, or other materials belonging to you or those associated with you.

## **Client Responsibilities**

The Client agrees to:

Provide timely and accurate information as required for Skill Pro Solutions to fulfil its services.

Comply with any reasonable requests made by Skill Pro Solutions in order to complete the services.

Ensure that any staff or agents involved in the project cooperate with Skill Pro Solutions.

## **Confidentiality**

Both Skill Pro Solutions and the Client agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of the agreed services.

Confidential information shall not be disclosed to any third party without the prior written consent of the other party, except where required by law.

## **Intellectual Property**

Any intellectual property created during the provision of the services shall remain the property of Skill Pro Solutions unless otherwise agreed in writing.

The Client shall be granted a non-exclusive, royalty-free license to use any deliverables for the purpose for which they were provided.

All work we perform is solely for your use and benefit and may not be shared with any other party without our prior written consent, which may be subject to conditions we set at that time.

### **Limitation of Liability**

Our liability to you for any claim arising out of or relating to the services provided, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount paid by you for those services, unless otherwise required by law. Under no circumstances shall we be liable for any indirect, special, incidental, or consequential damages (including loss of profits, revenue, business, or data), even if we have been advised of the possibility of such damages. We shall not be held liable for any actions, omissions, or breaches of any third party engaged by you, nor for any damages arising from the use of third-party products or services recommended by us.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to your breach of these terms or misuse of our services.

If you wish us to accept a greater risk and/or increased limit of liability, we may be prepared to do so although we may, in these circumstances, include a surcharge referable to the additional risk accepted by us and/or the cost to us of any additional insurance cover that may be required. If you have not informed us of any risk prior to work being undertaken, you will be liable for any claims, damages, liabilities, costs, and expenses.

If goods and/or services are supplied or provided by any third party in connection with our services, and regardless of whether we have recommended the third party to you and/or have engaged the third party on your behalf, we do not accept any responsibility for the performance, acts or omissions of the third party nor do we give any warranty, guarantee or other representation as to the suitability or quality of such goods and/or services. Where we instruct a third party on your behalf, you will be their client and you will be responsible for payment of their fees and expenses. If we pay their fees or expenses, we will invoice you for them and payment will be due.

You acknowledge that you are solely responsible for: (a) the management and operation of your business; (b) implementing and acting on any advice, recommendations, or services we provide; (c) ensuring compliance with all applicable laws and regulations.

### **Termination**

Either party may terminate the Agreement by giving 15 days written notice to the other.

In the event of termination, the Client shall be liable for all services provided up to the date of termination. The Client will be liable for the full fees of all services cancelled with less than 15 days notice.

If the Client cancels the agreement within 15 days of the scheduled training session but before it has been delivered, the full agreed amount will remain payable, excluding any travel or associated costs.

Skill Pro Solutions reserves the right to terminate our services immediately if the Client is in breach of our Terms and Conditions.

Skill Pro Solutions reserves the right to terminate our services immediately if your instructions may result in us being required to act in a manner that is unlawful and/or may contravene applicable legislative or regulatory requirements and/or may otherwise give rise to unacceptable professional or reputational risk to us.

**Force Majeure**

Skill Pro Solutions shall not be liable for any failure or delay in performing its obligations if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, technical failures, pandemics, or governmental restrictions.

**Governing Law**

This Agreement and any disputes arising under it shall be governed by and construed in accordance with the laws of England and Wales.

**Amendments**

Skill Pro Solutions reserves the right to amend these Terms and Conditions from time to time. The Client will be notified of any changes in writing, and continued use of Skill Pro Solutions' services will be deemed acceptance of the amended terms.

By using our services, you acknowledge that you have read, understood, and agreed to these terms.

**Skill Pro Solutions Ltd**

**2024**