

May 2011

Terms & Conditions

1. The following terms of business apply to all bookings between us. Acceptance of this proposal and commissioning of the booking will be taken as acceptance of these terms of business, unless otherwise agreed in writing before commencing the booking.

Bookings, Confirmation, Cancellation & Termination

2. Lightning Training Limited will agree to hold dates against provisional bookings received by you for a period of up to 14 (fourteen) working days. Lightning Training reserve the right to accept and offer these dates for other bookings whilst confirmation of requirement is outstanding.

3. Any quotation for a booking made by Lightning Training Limited will remain valid for 14 (fourteen) working days.

4. Lightning Training Limited requires written confirmation of the quotation, including a Purchase Order Number, in order to commence a booking via email or in hard copy. A Booking Confirmation will be issued once the quotation is agreed. Once the Booking Confirmation has been issued via email, in this manner, the cancellation charges set out below will apply.

5. If the confirmed booking is cancelled by you at any time prior to the booking date, based on the date of issue of the Booking Confirmation, you will be liable to Lightning Training Limited for the reimbursement of the course fee, and any and all direct and indirect expenses and costs incurred by Lightning Training Limited, its officers, agents or employees and any loss of earnings or other any loss whatsoever in accordance with the following schedule:

More than 21 working days before the commencement of the course, 10% of the fees.

Between 20 and 14 working days before commencement of the course, 50% of the fees.

Within 14 working days of the course, 100% of the fees

6. Either of us may terminate this agreement at any time by written notice to the other if the other goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over all or part of its business.

Fees & Invoicing

7. The full (100%) quoted fee amount will be invoiced on completion of the booking.

8. Payment of each invoice is due from you within 30 days of the invoice date, and should be made to the bank details shown here via BACS. As of May 2011, Lightning Training Limited no longer accepts payment via cheque.

NAME OF BANK: Lloyds TSB

BRANCH SORT CODE: 77-71-32

ACCOUNT NUMBER: 15019768

9. Lightning Training Limited will be entitled to charge interest on all sums outstanding thereafter at a rate of 4% per month calculated on a daily basis payable from the invoice date until the date of payment of the outstanding amount in full.

10. The fees exclude VAT, which will be charged as applicable.

11. Lightning Training Limited will charge for [reasonable] supplementary expenses such as hotel, travel and subsistence costs, unless an all inclusive rate is agreed between us.

12. All payments must be made in sterling unless otherwise agreed by Lightning Training Limited. For all non-sterling payments an administrative charge may be made.

13. Lightning Training Limited reserves the right to adjust the fees and the date of completion of the booking in the event that the booking proposal is altered after the booking is commissioned.

Cost Assumptions

14. The fees quoted are estimated according to specific booking requirements, the agreed timescale, provision of training materials and any assumptions detailed in the booking. If the timescale, booking objectives or requirements or the assumptions on which the quote is based change in any way, Lightning Training Limited reserves the right to review the agreed fee and charge for any additional work that has resulted from changes.

15. Lightning Training Limited cannot accept responsibility for delays caused by weather, transport difficulties, industrial action or any other circumstances beyond its control.

Working Practice

17. In providing the services, Lightning Training Limited will comply with the Data Protection Act 1998 and any other relevant secondary legislation. We gain respondents' permission to use recordings for research purposes only, not for use in external promotions or in the public domain. We also agree to comply with any contractual documentation supplied by you with regards to service provision by Lightning Training Limited and our subcontractors.

19. You will agree not to contact, either directly, or indirectly, any of Lightning Training Limited's subcontractors for a period of 6 months after using them for a booking. The identity of personal records and data pertaining to persons who take part in bookings are confidential information and will not be revealed to clients or any third party.

20. Except in respect of death or personal injury, [Lightning Training Limited's] shall not be liable to you by reason of any representation (unless fraudulent), or any term (express or implied) of our agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the booking or the use of the results of the booking by you, and the entire liability of Lightning Training Limited under or in connection with the agreement shall not exceed £1,000,000 (the limit of our professional indemnity insurance) in respect of any claim or series of connected claims.

21. You will supply at your expense, all agreed documents or other materials, and all necessary data or other information relating to the booking (and ensure the accuracy of the same), within sufficient time to enable us to carry out the booking in accordance with the proposal.

23. Any changes or additions to the booking must be agreed in writing by us.

24. Upon commencement of the booking, you will be responsible for the insurance of any product samples or stimulus material used in the research against accidental loss or damage, until the date of their disposal or return to you in accordance with this term. Lightning Training Limited may dispose of all materials supplied by you after six months following completion of a booking, unless you request their return, at your expense, in writing.

25. Lightning Training Limited will keep key documents including (without limitation) electronic copies of the research proposal, sample details, recruitment questionnaire, debrief documentation) for one year from booking completion (the date of the debrief presentation) after which they will be destroyed securely. Audio/video recordings and any paper, products and materials relating to the products will be destroyed securely after six months.

Copyright and Confidentiality

27. The copyright and all other intellectual property rights whatsoever in any work produced by us for you during the booking including (without limitation) our proposal, debrief documentation and any other materials whether (without limitation) vested, contingent or future shall belong to us absolutely at all times.

28. You warrant that any material or information supplied by you and its use by us, will not infringe the copyright or other intellectual property rights of any third party, and you will indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.

29. Lightning Training Limited undertakes to keep confidential and not disclose to any other person (except in the proper performance of duties) either during or after the termination of this contract any information whatsoever relating to your business or any trade secrets or make use of the same in any manner which might be prejudicial to your interests.

30. You undertake to keep confidential and not disclose to any other person either during or after the termination of this contract any information

whatsoever relating to our business, any proposals, methodologies and debrief documentation or other information supplied by us during or before the booking, or make use of the same in any manner which might be prejudicial to our interests.

31. The findings from Lightning Training Limited's research may only be published, used or quoted elsewhere, with our prior written approval and provided that the findings and work are attributed to Lightning Training Limited.

General

32. English law governs the agreement between us and you agree to submit to the non-exclusive jurisdiction of the English courts.

33. These terms, together with the proposal and proposal confirmation, constitute the entire agreement between us, supersede any previous agreements or understandings and all other terms, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

34. A notice required to be served on either of us under these terms shall be in writing addressed to the other at its registered office or principal place of business or such other address as may have been notified to the party giving notice pursuant to this term.

35. No failure or delay by us to exercise any of our rights under the agreement shall be deemed to be a waiver of that right, and no waiver of any breach of the agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

36. If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of these terms and the remainder of the provision in question shall not be affected.