

INTEGRATED ENVIRONMENTAL SOLUTIONS LIMITED AGREEMENT FOR TRAINING SERVICES

IMPORTANT: The following is a legal agreement between IES and you.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS. BY SENDING AN EMAIL RESPONSE TO OUR WRITTEN QUOTATION CONFIRMING YOUR ACCEPTANCE OF OUR PROPOSAL TO OFFER THE TRAINING SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS WHICH WILL BIND YOU AND YOUR EMPLOYEES AND OTHER USERS AS AGREED WITH IES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD CONTACT IES IMMEDIATELY.

WHERE THE SERVICES ARE ORDERED ONLINE, BY CLICKING ON THE "SUBMIT" BUTTON BELOW YOU WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, WE ARE UNWILLING TO PROVIDE THE SERVICES TO YOU. THEREFORE PLEASE DO NOT PROCEED ANY FURTHER.

PLEASE NOTE THAT IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT THEN YOU SHALL NOT BE ENTITLED TO RECEIVE THE TRAINING SERVICES FROM IES.

1 DEFINITIONS, INTERPRETATIONS AND BASIS OF AGREEMENT

1.1 In these terms and conditions, unless the context requires otherwise, the following words and phrases shall have the meanings set opposite them:-

"Agreement" means this agreement between IES and you for the supply of Services (the **"Contract"**), together with, where appropriate with any written quotation or proposal issued to you by IES setting out details of the Services including but not limited to information such as the dates and times in which the Services are to be provided by IES, the number of Trainees to receive the Services, the level of training to be provided by IES and Charges (the **"Quotation"**) and any Invoices.

"Business Day" means any day from Monday to Friday inclusive except such days that are local public holidays in the country in which the Services are being provided from by IES.

"Charges" means the price, exclusive of VAT, payable to IES by you for the performance by IES of the Services.

"Confidential Information" means all information, acquired from any source (and whether designated confidential or not), relating to IES, its projects, business, finances, dealings, transactions and affairs and all designs, drawings, plans, working papers, patent documents, data, methods, processes, techniques, operating procedures, technology and know-how of any description relating to IES or its business.

"IES" means Integrated Environmental Solutions Limited, a company incorporated in Scotland with company number SC151456 and registered office at The Helix Building, West of Scotland Science Park, Glasgow, UK, G20 0SP.

"IES Background IPR" means all Intellectual Property Rights of any nature which are material to the supply of the Services and which are owned by IES or to which IES has rights including rights in documentation, information, data, software, source code and equipment which is in existence prior to IES first providing the Services to you and which is or should be made available by IES in order to enable you to receive the Services or make use of the Services.

"Intellectual Property Rights" or "IPR" means any and all intellectual property or industrial rights of any description anywhere in the world (whether registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them) including any patents, trademarks, domain names, registered designs, copyright (including rights in computer software (including object and source code)), rights in the nature of copyright, database rights, unregistered design rights, rights in and to trade names, business names, domain names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know-how, trade secrets, confidential information and any analogous or similar right in any jurisdiction.

"Invoice" means any invoice issued by IES relating to training services to be provided by IES.

"Premises" means the location(s) where the Services are to be performed, as specified in the Invoice.

"Services" means the training services and/or on-site support (if any) to be supplied under the Agreement as described in the Invoice or as may be agreed between the parties in writing from time to time.

"Trainees" means any persons or organisations that you require IES to provide the Services to as detailed in our Quotation, including but not limited to employees and sub-contractors.

"Term" means the term during which the Agreement is valid and enforceable as further described in Clause 3.1.

"VAT" means value added tax.

1.2 In this Contract, except where the context otherwise requires:-

- 1.2.1 any reference to the words "include" or "including" is to be construed as meaning without limitation;
- 1.2.2 words denoting the singular number only, include the plural and vice versa; and
- 1.2.3 a reference to a particular law, including regulations, is a reference to it as it is in force from time to time taking account of any amendment, extension, application or re-enactment.

1.3 The Quotation constitutes an offer by IES supply the Services specified therein to you subject to the terms of the Agreement.

1.4 No variation to the Agreement shall be binding unless accepted in writing by IES.

1.5 In the event of any conflict between the Invoice and the Contract, the terms of the Contract shall prevail.

2 SERVICES

2.1 In consideration of payment of the Charges by you to IES, IES shall provide the Services to you and the Trainees in accordance with the terms of this Agreement.

2.2 Unless otherwise agreed in writing between you and IES, the Services shall be provided by IES (or any other third party that it may appoint) between 9am and 5pm on Business Days.

2.3 In the event that IES is unable to provide the Services due to illness or injury of the trainers, IES shall advise you of that fact as soon as reasonably practicable. For the avoidance of doubt, no Charges shall be payable by you in respect of any period during which IES is unable to provide the Services, where this is the fault of IES. Where appropriate, IES shall appoint a suitably qualified substitute to perform the Services on its behalf. In the event that a suitably qualified substitute is appointed by IES to perform the Services the Charges shall continue to be payable by you to IES.

2.4 To avoid any doubt, any maintenance and initial support services provided by IES shall be governed by the terms and conditions set out in the IES Maintenance and Support Agreement.

2.5 Notwithstanding the provisions of Clause 11, in the event that IES cancels the provision of the Services, IES will advise you of that fact as soon as reasonably practicable and will endeavour to reschedule the Services. For the avoidance of doubt, no Charges shall be payable by you in respect of any period during which IES is unable to provide the Services, where this is the fault of IES.

2.6 IES shall use its reasonable endeavours to comply with any request by you for additional Services, but acknowledges that IES's ability to supply the additional services shall depend on the availability of appropriate resources at the time in question and such additional services shall be subject to separate charges, and terms and conditions.

2.7 Advanced level training is provided by IES on the basis that Trainees have had previous training in, or are competent with the relevant modules of the Software. To avoid any doubt, advanced level training will not be provided by IES unless initial training has been undertaken by a Trainee or a Trainee demonstrates to IES' reasonable satisfaction that they are able to use the relevant modules of Software to a reasonable standard.

2.8 Whilst IES will endeavour to respond to questions asked by those Trainees receiving the Services, IES does not guarantee that it will provide a response to all of the questions that it is asked.

2.9 If any questions are submitted to IES by Trainees due to receive the Services in advance of the Services being provided, IES will endeavour to respond to such questions during the provision of the Services. In the event that a question submitted to IES requires preparatory work amounting to consultancy for which an additional charge will be payable, IES will advise you of this prior to providing the Services.

2.10 Any certificates to be provided to those Trainees that have received the Services shall only be issued on receipt of the Charges from you by IES.

2.11 Where the Services include face to face training, or an IES software exam, IES will grant Trainees a free licence to use the Software for a specified period as agreed in writing. Such licence shall be subject to separate terms and conditions, to which the Trainee must agree on download. In the event that a Trainee does not agree to the terms and conditions that apply to the free

	licence, IES shall not be obliged to provide a free licence to use the Software to the Trainee.	7.1	Payment for training (including any VAT) should reach us either at the time of booking or 1 month in advance of the training, whichever may be the closest to the date of the training. Payments can be made online by credit/debit card or by BACS transfer.
2.12	Where training is to be provided online, Trainees may be required to download certain software to allow them to receive the Services from IES.	7.2	You shall pay all taxes and other outgoings or expenses payable in consequence of the Agreement.
2.13	Where training is to be provided online, Trainees are not permitted to record any online training. IES will also not record any online training provided.	7.3	If you fail to pay any amount due to IES, IES shall be entitled, but not obliged, to charge you interest on the overdue amount payable by you on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 2% per annum above the base rate for the time being of The Royal Bank of Scotland. Such interest shall accrue on a daily basis and be compounded quarterly.
3	TERM	7.4	Without prejudice to any other right or remedy IES reserves the right to set off any amount owing at any time from you to IES against any amount payable by you to IES under the Agreement or any other Agreement between you and IES and/or to retain any amount so payable by you against payment of any such amount owing from IES.
3.1	This Agreement becomes effective when you accept the terms of the Agreement as set out above, and it shall continue to remain in force for the period during which IES are required to provide the Services to you, as set out in the Invoice, Quotation or otherwise in writing by IES, unless otherwise terminated by IES or you in accordance with the provisions of the Contract.	7.5	Failure to make payment in advance of the training can result in you being refused access to the training; furthermore IES have the right to pursue payment regardless of attendance.
4	YOUR RESPONSIBILITIES	8	MATERIALS
4.1	You shall:	8.1	Where IES for the purpose of the Agreement issues materials that may include, but not be limited to, training computers, training software and training notes to you, such materials shall be and shall remain the property of IES. You shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Agreement. On completion of the Services, you shall return or dispose of any such materials in accordance with the instructions of IES. Any loss or damage to such materials arising from bad workmanship or negligence of you or any of your employees, sub-contractors or agents shall be made good at your expense.
4.1.1	agree to and comply with the terms and conditions in the IES end user licence agreement relevant to the IES software in relation to which the Services are to be provided;	9	CONFIDENTIALITY
4.1.2	co-operate with IES in performing the Services and provide any information as may reasonably be required by IES;	9.1	You shall at all times hold the Confidential Information secret and confidential and shall not at any time, unless IES otherwise decides, remove any material and media relating to the Confidential Information from your Premises or such other place or places as IES may from time to time decide as suitable for the storage or safe custody of them.
4.1.3	ensure that any employees, sub-contractors and any other users as agreed with IES of you are aware of and comply with the terms of this Agreement;	9.2	You shall not use, copy or divulge the Confidential Information to any third party except with the express written consent of IES. Any such permitted disclosures shall in no way affect the ownership of such Confidential Information.
4.1.4	ensure that all and any of your Trainees behave in a reasonable manner when receiving the Services and do not disrupt the provision of the Services;	9.3	You shall on termination of the Agreement for any reason whatsoever immediately cease use of and deliver to IES all materials and media relating to the Confidential Information including all copies of all relevant documents whether in paper or electronic form in your possession.
4.1.5	ensure that any of your Trainees download any software that may be required in order to allow them to receive the Services from IES; and	10	INTELLECTUAL PROPERTY
4.1.6	supply IES in good time with instructions or other information requested by IES that may be required to enable IES to provide the Services.	10.1	IES hereby grants to you a royalty free, worldwide non-exclusive licence to use the IES's Background IPR for the purpose of receiving and/or using or benefiting from Services for the duration of this Agreement.
5	LOCATION	10.2	IES warrants, represents and undertakes to you that it is and will be the sole and absolute legal owner of the IES's Background IPR or is validly licensed to make such use of the IES's Background IPR in terms of written licences and IES will be free to license or otherwise transfer such IES's Background IPR without any third party claims, liens, charges or encumbrances of any kind and that IES is free of any duties or obligations or liabilities to third parties which may conflict with the terms of this Contract.
5.1	The Services shall be provided by IES online via the internet or performed at the address(es) stated in the Quotation on the date(s) or within the period stated in the Quotation and at the times stated in the Invoice or as may otherwise be agreed by the parties in writing.	11	FORCE MAJEURE
5.2	You shall, at the request of IES, grant or procure such access as may be reasonable to allow IES to deliver the Services to you.	11.1	Any delay in or failure by either party in performance hereunder shall be excused if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control including, acts of God, decrees or restraints of government, war, fire, riot, sabotage, terrorism and any other cause or causes whether similar or dissimilar to those already specified which cannot be controlled by such party. Such performance shall be so excused for the period during which such inability of the party to perform is so caused but for no longer period and shall be remedied as far as possible with all reasonable despatch. Any time period for performance shall be extended by a period equal in duration to any period during which such performance is excused by this clause 11.1.
6	CHARGES AND CANCELLATION		
6.1	The Charges for the Services shall be as stated in the Invoice and, unless otherwise so stated, shall:		
6.1.1	exclude any applicable VAT (which shall be payable subject to receipt of a valid VAT invoice); and		
6.1.2	exclude any additional charges or expenses that IES may incur providing the Services which shall be payable by you, providing that these are reasonable in the circumstances and are necessary for the carrying out of the Services. Any such additional charges or expenses shall be invoiced by IES on completion of the Services, unless otherwise agreed in writing by you and IES.		
6.2	In the event that you require to cancel the Services prior to their delivery by IES you shall provide IES with a minimum of fourteen (14) days written notice. If you provide IES with such notice, you will not be liable for payment of the Charges.		
6.3	If you do not provide IES with written notice of cancellation of the Services fourteen (14) days prior to the date on which the Services are due to commence, you will be liable for the Charges and any expenses and additional charges that IES may have incurred in preparing to provide the Services, including a £100 cancellation charge for all exam bookings, unless otherwise agreed in writing by IES.		
6.4	Notwithstanding the provisions of Clause 11, in the event that IES must cancel the Services you will not be liable for any Charges, expenses or additional charges otherwise due. If you have incurred reasonable expenses in excess of £50, please contact IES with details and proof of the expenses reimbursements of such, which IES will consider on an individual basis		
7	INVOICING AND PAYMENT		

11.2	If any of the events detailed in clause 11.1 above prevents either party from performing all of its obligations under the Agreement for a period in excess of six months, the party affected by such non-performance may terminate the Agreement.	14.1	You shall (and shall ensure that all of your employees, sub-contractors and any other users as agreed with IES) comply with any notification requirements under the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation (together "the 1998 Act") and observe all their obligations under the 1998 Act which arise in connection with the Agreement.
12	LIMITATION OF LIABILITY		
12.1	Neither party to the Agreement excludes or limits liability to the other party for death or personal injury arising from the breach of duty of such party or any other liability to the extent that it cannot be excluded or limited as a matter of law.	14.2	Further, you shall (and shall ensure that all of your employees, sub-contractors and any other users as agreed with IES) comply with the requirements of the European Union General Data Protection Regulation (GDPR) which supersedes the UK Data Protection Act 1998 from its date of application on 25 May 2018. Any relevant notifications or data subject enquires should be made to dataprotection@iesve.com
12.2	Subject to Clauses 12.1 and 12.3, IES's aggregate and total liability under or otherwise in respect of the subject matter of the Agreement (including that arising from negligence, delict or otherwise) shall in no event exceed the amount of the Charges in respect of the Services payable by you to IES in the year in which the liability arises.	15	ASSIGNATION/SUB-CONTRACTING
12.3	Subject always to Clauses 12.1 and 12.4, in no event shall IES be liable to the other for indirect or consequential loss or damage.	15.1	You shall not assign, transfer, sub-contract or sub-licence any of your rights or obligations under the Agreement or purport to do so unless you have obtained the prior written consent of IES.
12.4	Should any limitation or provision contained in this Clause 12 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.	15.2	You shall remain primarily responsible for the acts and omissions of your agents or sub-contractors as though such acts or omissions were your own and you shall fully indemnify IES and shall keep IES indemnified on demand against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements incurred on a solicitor and own client basis) and demand arising out of or in connection with any claim made against IES by any of your agents or subcontractors concerning any breach by IES of such sub-Agreements.
12.5	The Contract sets out the full extent of IES's obligations and liabilities in respect of the supply of the Services. In particular, there are no conditions, warranties, representations or other terms, express or implied that are binding on IES except as specifically stated in this Contract. Any condition, warranty, representation or other term concerning the supply of Services which might otherwise be implied into, or incorporated in, this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby executed to the fullest extent permitted by law.	15.3	IES may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the Term.
12.6	During the Agreement and following any termination of the Agreement by IES, you shall indemnify and keep indemnified IES on demand against all loss, damage, costs (including management and similar costs, expenses including professional fees and expenses) and all other expenditure or loss of opportunity or revenue whatsoever incurred or suffered by IES as a result of the your breach.	16	NO PARTNERSHIP
13	TERMINATION	16.1	In carrying out the Services IES shall be acting as an independent contractor and not as the agent, joint venturer or partner of you. Accordingly:-
13.1	IES shall have the right to terminate the Agreement immediately by written notice to you if:	16.1.1	you shall not (and shall procure that your agents and sub-contractors do not) say or do anything that might lead any other person to believe that the IES is acting as the agent, joint venturer or partner of you; and
13.1.1	you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to remedy the breach; or	16.1.2	nothing in the Agreement shall impose any liability on IES in respect of any liability incurred by you to any other person.
13.1.2	you fail to comply with your obligations in clause 4.1.4 provided that IES had notified you of any such issues with the behaviour of your employees or sub-contractors;	17	WAIVER/SEVERABILITY
13.1.3	you become insolvent or unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986), enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for your winding-up, have a receiver or administrator manager, liquidator or similar officer appointed over the whole or any part of your assets, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of your debt, or become unable to pay (within the meaning of section 123 of the Insolvency Act 1986).	17.1	The failure of either party at any time to enforce any provision of the Agreement shall in no way affect either parties rights to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.
13.2	Upon termination for any reason:	17.2	If any provision of the Agreement is declared to be void or unenforceable by any judicial or administrative authority in any jurisdiction in which the Agreement is effective, such provision will be deemed to be severable and the parties shall each use their reasonable endeavours in good faith to modify the Agreement so that the intent of the Agreement can be legally carried out.
13.2.1	all rights granted to you under this Agreement shall cease;	18	NOTICES
13.2.2	you must cease all activities authorised by this Agreement;	18.1	All notices given by you to IES must be given to Integrated Environmental Solutions Limited in writing at Helix Building, Kelvin Campus, West of Scotland Science Park, Glasgow, G20 0SP. IES may give notice to you at either the email or postal address provided to it (or any of its representatives) by you when purchasing the Services.
13.2.3	you must immediately pay any sums due to IES under this Agreement; and	18.2	Notices shall be deemed given, in the case of notice given by recorded delivery post, three Business Days after the date of posting and in the case of notices sent by email twenty fours hours after it was sent.
13.2.4	where any materials have been provided to you, you must return them immediately to IES.	19	FURTHER ASSURANCE
13.3	The provisions of Clauses 1 (Definitions, Interpretations and Basis of Agreement), 6 (Payment), 9 (Confidentiality), 10 (Intellectual Property), 12 (Limitation of Liability), 13 (Termination), 14 (Data Protection), 15 (Assignment/Sub-Contracting), 19 (Further Assurance) and 20 (Governing Law) shall survive termination of the Agreement for any reason and shall remain in full force and effect.	19.1	Each party shall from time to time (both during and after the duration of the Agreement) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of these conditions.
14	DATA PROTECTION	20	GOVERNING LAW

20.1 The Agreement (and any related contractual and non-contractual disputes) shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the courts in Scotland.