

WINGMAN LTD: TERMS AND CONDITIONS OF TRADING

1. Definitions

In these terms and conditions:

- “Wingman” means Wingman Ltd;
“the Client” means the person, company or organisation to whom the services of Wingman are provided;
“the Services” means the services which Wingman agrees to provide to the Client;
“the Conditions” means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Wingman.

2. Conditions applicable

- 2.1. These Conditions shall apply to all contracts for the supply of Services by Wingman to the Client to the exclusion of all other terms and conditions, including any terms or conditions which the Client may purport to apply under any purchase order, confirmation or similar document.
2.2. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Wingman.

3. Provision of the Services

Wingman undertakes to carry out the agreed Services with reasonable skill and care.

4. Price and Payment

- 4.1. The price payable for the Services shall be the price quoted in writing by Wingman to the Client (“the Price”).
4.2. The Price is exclusive of VAT at the prevailing rate and unless stated otherwise includes all materials and documentation supplied by Wingman which shall be payable by the Client.
4.3. Where the Services comprise consultancy work the Price is quoted exclusive of expenses reasonably and properly incurred by Wingman in provision of the Services including travel, accommodation and subsistence costs payable by the Client.
4.4. The Price may be increased or otherwise varied by Wingman by notice in writing to the Client at any time if the requirements of Wingman in performing the Services are varied by the Client with the agreement of Wingman. Upon receipt of such notice the Client shall be entitled to cancel this contract by notice to Wingman subject to the payment of any cancellation fee referred to below.
4.5. Invoices will be raised by Wingman during the provision of the Services as outlined on the quotation.
4.6. The Price, VAT and expenses are payable within 14 days of the date of invoice and Wingman reserves the right to charge interest on any amounts overdue at the rate of 3% over the base rate of Barclays Bank plc from time to time. Such interest to accrue on a daily basis from the due date until payment.

5. Cancellation and Postponement

- 5.1. Wingman may cancel or postpone any part of this contract at any time. Wingman will use reasonable endeavours where practicable to provide reasonable notice of cancellation or postponement to the Client and will consult with the Client to offer:
- a full refund of any part of the Price paid by the Client where the Services have not yet commenced; or
 - a proportionate refund where the Services have commenced but not been completed; or
 - an alternative date to commence or complete the Services where these have been postponed by Wingman.
- 5.2. The Client may by notice in writing to Wingman cancel or postpone any part of the Services. PROVIDED that at least 30 days prior written notice of cancellation is given by the Client to Wingman the Price shall not be payable.
- 5.3. Where notice of cancellation or postponement of the Services or any part of them is given by the Client then Wingman may make an appropriate additional charge to the Client to cover any reasonable expenses incurred as a result of the postponement.
- 5.4. Where notice of cancellation or postponement is given by the Client to Wingman less than 30 days prior to a scheduled session, Wingman shall be entitled to charge a cancellation or postponement fee calculated as follows:
- 16 - 30 days notice prior to session date = 25% of the Price
 - 6 - 15 days notice prior to session date = 50% of the Price
 - Less than 5 days notice prior to session date = 100% of the Price

6. Failure to attend

Notwithstanding Clause 4 above, fees will be payable in full in respect of any delegate of the Client who fails to attend any training course or part thereof where a place has been reserved. Where a course has not yet commenced, the Client may nominate a substitute delegate.

7. Suitability

The Client is responsible for ensuring the suitability of any delegate to attend any training course. However, Wingman reserves the right to require any delegate it considers unsuitable to leave the course. In this event, Wingman reserves the right to retain the fee payable for that delegate.

8. Public Liability and Employer’s Liability Insurance

The Client shall ensure that it complies, or that any other person providing premises at which the Services are to be carried out complies, with all applicable legislation in particular relating to health and safety and that the Client and the person providing the premises (where relevant) carry appropriate insurance for public liability and employer’s liability.

9. Copyright

All materials supplied by Wingman are subject to copyright and the Client shall ensure that they are not copied, published, sold to any third party or otherwise reproduced without the written permission of Wingman.

10. Limitation of Liability

- 10.1. The Liability of Wingman to the Client, whether for breach of contract or otherwise, shall not in any event exceed the Price.
10.2. Wingman shall be under no liability to the Client in respect of any indirect or consequential loss, including loss of anticipated profits, goodwill or reputation, howsoever caused, suffered by the Client.
10.3. Nothing in these Conditions shall exclude, restrict or limit the liability of either party for death or personal injury caused by that person’s negligence or fraud.
10.4. The obligations of Wingman in these Conditions shall replace all conditions and warranties, which would otherwise be implied by statute, common law or otherwise, all of which are, subject to Clause 10.3 above, expressly excluded.

11. Force Majeure

Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

12. Set-off and Counterclaim

The Client may not withhold payment of any invoice or other amount due to Wingman by reason of any right of set-off or counterclaim which the Client may have or allege to have or for any reason whatever.

13. Headings

All headings are for ease of reference only and shall not affect the construction of this contract.

14. Severance

Any provision of this contract, which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

15. Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by electronic mail to the correct electronic mail address of the addressee (with correct answerback).

16. Jurisdiction

This contract is subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the jurisdiction of the courts of England and Wales.