



WE MAKE TRAINING CAPTIVATING!

# TERMS AND CONDITIONS

# TERMINOLOGY

## ARCTIC SPIRE

Arctic Spire LTD which is the full registered company name.

## CLIENT

The person, company or other legal entity identified as providing a request to Arctic Spire to supply Product(s) / Service(s).

## PRODUCT(S)/SERVICE(S)

The goods or services to be provided by Arctic Spire to the Client under the terms of the contract and Product(s) / Service(s) shall be construed accordingly. Product(s) / Service(s) include but are not limited to, e-learning, classroom delivery, instructional design, programme delivery, handbooks, manuals, trainer packs, quick reference guides, training videos, training simulations, training consultancy, graphic design services and multimedia development services.

## WORKING DAY

An 7.5 hour period of a day (other than a Saturday, Sunday or public holiday) when banks in the United Kingdom are open for business.

## WEEK

Seven consecutive days.

## MONTH

A calendar month.

## CONFIRMATION DATE

The date when all the following apply:



A request to supply Product(s) / Service(s) has been received from the Client by Arctic Spire.



Arctic Spire has confirmed to the Client that the Product(s) / Service(s) requested are available.



Payment has been received or alternative payment method agreed.

## CONTRACT

The contract between Arctic Spire and the Client under which the Product(s) / Service(s) are to be supplied by Arctic Spire to the Client.

# ENQUIRIES

Clients may make enquiries for Product(s) / Service(s) either verbally, in writing or electronically. All enquiries will be answered as soon as practically possible and normally within 24 hours of receiving the enquiry. Enquires can be made on the Arctic Spire Website using the 'Contact Us' page. Alternatively, clients may contact Arctic Spire directly where we will be happy to answer your enquiry.

Arctic Spire can be contacted as follows:

## POST

Arctic Spire, 3, Fairfield Lane, Hawthorn, Pontypridd, RCT, CF37 5LN.

## TELEPHONE

0044 1443 650 539  
Monday to Friday 9am – 6pm

## EMAIL

Training@ArcticSpire.com

## WEBSITE

[www.ArcticSpire.com](http://www.ArcticSpire.com)

# BOOKING PROCEDURE

Clients may book Product(s) / Service(s) either verbally, by email or in writing. All bookings will be agreed in writing, along with a Product(s) / Service(s) Contract Agreement, as soon as practically possible and normally within 48 hours of receiving the booking.

# CANCEL / PROSTPONE

Cancellation/Postponement of Product(s) / Service(s) can be made either in writing or electronically.

Cancellation / Postponement of Product(s) / Service(s) could result in a charge, depending on when the Product(s) / Service(s) is Cancelled / Postponed.

Where Product(s) / Service(s) are cancelled/postponed by the client, the following will apply:

15 days or more:  
the Client will not be charged.

8 – 14 days:  
the Client will be charged 50% of the Contract Agreement total.

2 – 7 days:  
the Client will be charged 75% of the Contract Agreement total.

0 – 1 days:  
the Client will be charged 100% of the Contract Agreement total.

# COSTS & PAYMENT

All costs will be displayed on the Contract Agreement and on the Invoice. The client will pay the Product(s) / Service(s) costs shown on the invoice by cash or by paying it directly into the bank account as displayed on the invoice.

All charges and costs for Product(s) / Service(s) carried out by Arctic Spire are subject to VAT at the prevalent rate.

All estimated prices quoted, whether written or verbal, are for the listed and mentioned Product(s) / Service(s) only. Any additional Product(s) / Service(s) required to complete a project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.

A signed purchase order with a PO number and project value will need to be raised for the full quoted and agreed amount before work can commence on any Product(s) / Service(s). A separate PO may need to be raised for any additional extras such as distribution, storage, deliveries or mailing.

All work is billed each month or on completion of project stage (if the project stage takes less than one month to complete). or the relevant hourly/daily charge as previously agreed.

Where there is a change of brief, Arctic Spire will inform the Client in advance of any extra costs likely to be incurred.

Clients payment for the full or part amount + VAT may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, the Arctic Spire must receive full payment not later than 30 days after the date of Invoice. Arctic Spire reserves the right to make a surcharge of 10% per month interest to accounts that are not paid by this time.

# CONDUCT & STANDARD

Arctic Spire shall conduct themselves throughout the project process in a professional, polite and courteous manner, with integrity and by abiding by the codes of conduct, ethical standards and recognised best practice set down and as expected for corporate training organisations.

All Arctic Spire staff and representatives will dress appropriately for business/office, unless instructed otherwise by the Client. If the Client has a specific dress requirement for Arctic Spire to adhere to, the Client must inform Arctic Spire 7 days prior to the start of the project.

All Arctic Spire staff and representatives are fully qualified, up-to-date in their field, have years of experience putting their knowledge and skill to practice maintaining exceptionally high standards and attention to detail. Arctic Spire operate an end of Product(s) / Service(s) evaluation form for Clients to complete (and each delegate in a classroom training session) for feedback purposes.

For classroom training sessions - If clients would like copies of the evaluation/feedback forms completed by delegates, or would like to supply their own evaluation form, they are to liaise with Arctic Spire to make suitable arrangements.

# INSURANCE

Arctic Spire will maintain levels of insurance in accordance with their business operations and regulatory and industry requirements.

# SECURITY

Arctic Spire will take all reasonable steps to ensure the security of all premises visited is maintained and that upon completion of the visit that all keys are returned promptly and that all areas are left secure. Our staff and representatives are all CRB vetted and are suitable to work within the health, social care and education sectors.

# CLIENT POLICIES

Arctic Spire will follow and abide by all reasonable policies and procedure that are laid down by the Client. Such policies and procedures that are typically followed include, but are not limited to: Fire Procedures, Infection Control, Security, Confidentiality and Health and Safety. If a client wishes Arctic Spire to follow a specific policy or procedure, the Client is to make available the information 7 days prior to the contract start date.

# EQUAL OPPORTUNITIES

Arctic Spire operate an equal opportunities policy to ensure that individuals are treated fairly and is therefore committed to promoting equal opportunity. By implementing this policy, we are seeking to ensure all forms of unfair discrimination are eliminated. If any individual or Client feel Arctic Spire has been unfair and has not demonstrated equal opportunity, a complaint can be made using the complaints procedure.

# COMPLAINTS

Arctic Spire operates a 'Complaints Procedure' in accordance with normal business practices. Complaints can be made either in writing or electronically.

# FORCE MAJEURE

Arctic Spire shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, sickness or other cause beyond its reasonable control.

If Arctic Spire is unable to perform its duties and obligations under this contract as a direct result of one or more such causes Arctic Spire shall give written notice to the Client of such inability stating the cause in question.

# COMMUNICATIONS

Where there is a change of brief, Arctic Spire will inform the Client in advance of any extra costs likely to be incurred.

It is the responsibility of the Client to inform Arctic Spire in writing of any changes of address (whether this be registered, invoicing and/or delivery address).

All communications between the parties about the Product(s)/Service(s) can be in writing via post/email or verbally which will be put into written form once the conversation has taken place.

Communications shall be deemed to have been received if:

- (a) sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) delivered by hand, on the day of delivery; or
- (c) sent by email on a Working Day prior to 4.00 pm, at the time of transmission and otherwise on the next Working Day.

# GENERAL

All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, Arctic Spire will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.

Whilst every effort will be made to achieve agreed delivery, Arctic Spire cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Arctic Spire's control.

All Product(s) / Service(s) produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of Arctic Spire until full payment has been made on the Client's account, and all project costs have been cleared.

Once final Product(s) / Service(s) have been signed off by the Client, Arctic Spire cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.

It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to Arctic Spire by the Client will have the relevant copyrights, licenses and permissions for use in the commissioned project. Arctic Spire will not accept responsibility/liability for infringements caused by any wrongly supplied materials.

Arctic Spire reserves the right to commission freelance support or outsource any task if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of Arctic Spire and such services are deemed to be carried out by Arctic Spire.

As part of larger projects/programmes which involve 3rd parties commissioned directly by the Client, Arctic Spire will not be held responsible in any way for services not carried out/managed directly or indirectly by Arctic Spire.

It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by Arctic Spire.

Terms and Conditions may be changed at any time without prior notice to its Clients. Notification will be sent to all Clients at the time of the Terms and Conditions alterations.

The Client is agreeing fully to Arctic Spire's trading Terms and Conditions by commissioning Arctic Spire's Product(s) / Service(s).