

**SEARCHLIGHT SOLUTIONS LIMITED ("the COMPANY")  
CONDITIONS OF SALE**

**1. DEFINITIONS**

In these conditions, except where the context otherwise requires, the following words shall have the meanings set opposite each respectively:

The "Buyer" – the person, firm or company with whom the Company contracts;

The "Contract" – the contract made or to be made between the Company and the Buyer;

The "Services" – the provision of services (including but not limited to training services) in accordance with the Contract.

**2. EFFECT OF CONDITIONS**

All sales and/or supplies made by the Company are made under these conditions. The Company does not contract other than under these conditions which shall prevail over any terms or conditions put forward by the Buyer. No amendment or variation to these conditions shall be effective unless agreed in writing by the Buyer and the Company.

**3. PRICE**

Unless otherwise expressly stated in writing, all prices are exclusive of VAT and reasonably incurred expenses.

**4. PAYMENT**

4.1 Unless otherwise agreed, the due date for receipt of payment for the Services is twenty one days from the date of the invoice

4.2 Interest shall be payable by the Buyer on any sum due but unpaid at the rate of 4% above the base rate of Barclays Bank Plc from time to time from the due date for receipt of payment until actual payment.

4.3 Payments received by the Company shall be set first against the oldest outstanding invoice (including any interest due thereon).

**5. CREDIT WORTHINESS**

The Company reserves the right, on giving to the Buyer written notice of its intention to do so, to withhold performance of any or all of its obligations under the Contract if in its absolute discretion it considers the Buyer's credit to be unsatisfactory.

**6. CANCELLATION**

The Buyer may cancel at any time up to four weeks before the due date for the delivery of the relevant Services in which case no cancellation charges will apply other than any costs incurred by the Company in which case full payment of these costs incurred must be made. In the event that the Buyer cancels within four weeks before the due date for the delivery of the Services then the Buyer shall be liable to pay 50% of the full price for the relevant Services plus any costs incurred. In the event that the Buyer cancels within two weeks of the due date for the delivery of the Services then the Buyer shall be liable for the full payment plus any costs incurred.

**7. COPYRIGHT AND CONFIDENTIALITY**

All content and material relating to the Company training is confidential and all materials are copyrighted. By requesting us to undertake training for you the Buyer undertakes to use the materials for their own purposes only and not to sell, lend or give them to anyone else. Any form of copying of materials is prohibited. The recording (audio or visual) of any Company training courses is prohibited. Any person who attempts to record any presentation will be considered in breach of copyright.

**8. CHANGE OF TRAINER**

Whilst every reasonable effort will be made to use the services of a requested or nominated trainer, the Company reserves the right to substitute an alternative trainer at its sole discretion.

**9. TERMINATION AND SUSPENSION**

Without prejudice to any rights and remedies available to it, the Company shall be entitled, in its absolute discretion, and upon giving to the Buyer written notice of its intention to do so, either to terminate wholly or in part the Contract and/or any other contract with the Buyer or to withhold performance of all or any of its obligations under the Contract and/or any other contract in any one or more of the following events:

9.1 if any sum owing to the Company from the Buyer on any account whatsoever shall be unpaid after the due date for payment ;

9.2 if the Buyer shall commit any act of insolvency (which shall be deemed to mean and include the passing of a resolution or the presentation of a petition for the winding-up of the Buyer);

9.3 if the Buyer shall commit any breach of any contract with the Company.

**10. FORCE MAJEURE**

The Company will not be responsible or liable to the Buyer for loss of any kind caused by delay or failure by the Company to deliver the Services where the Company is hindered or prevented from so doing by an act of god or any other cause whatsoever beyond the Company's reasonable control.

**11. WAIVER**

No failure or delay on the part of the Company to exercise any of its rights under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof.

**12. COURSE NOTES AND TRAINING**

The notes and training for the courses cannot be relied upon for legal interpretation. Neither the Company, its agents, employees, trainers or consultants can accept responsibility for delegates' actions, or those of other people reading the

course notes or interpreting the training in litigation, or responsibility for any loss incurred as a result of relying on the training or the training notes.

**13 GOVERNING LAW AND JURISDICTION**

The Contract shall in all respects be governed by and construed in accordance with English law, and the Company and the Buyer shall submit to the exclusive jurisdiction of the English Courts.