

WUN (Womens Utilities Network) Limited

Trainee – Terms and Conditions

These Terms and Conditions apply to all external training carried out by WUN. If you have any queries or concerns, please contact one of the WUN team before placing your order.

YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).

1 INTERPRETATION

The following definitions and rules of interpretation apply to these Terms and Conditions:

1.1 Definitions:

- **“Agreed Purposes”**: the supply of Services by WUN to the Client (including the delegate) in accordance with these Conditions
- **“Bespoke Training”**: bespoke training services provided by WUN to the Client and the Delegate.
- **“Business Day”**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- **“Client”**: the person, firm or company who purchases the Services from WUN. The Client and the Delegate may be the same person.
- **“Commencement Date”**: has the meaning set out in clause 2.2.
- **“Conditions”**: these Terms and Conditions as amended from time to time in accordance with clause 9.4.
- **“Contract”**: the contract between WUN and the Client for the supply of Services in accordance with these Conditions.
- **“Course Date”**: the date of any Course as advertised by WUN.
- **“Course Fee”**: the course fee payable in accordance with clause 4.
- **“Course”**: the course or courses upon which the Client has booked the Delegate(s) in accordance with these Conditions.

- **“Course Venue”**: the venue where a Course takes place, as advertised by WUN prior to the Course.
- **“Data Controller”**: has the meaning given to it in the Data Protection Legislation.
- **“Data Protection Legislation”**:
all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including, without limitation (i) any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the laws of the European Union has legal effect in the UK).
- **“Data Subject”**: has the meaning given to it in Data Protection Legislation.
- **“Delegate”**: the person attending one of WUN’s Courses or undertaking On Line Training and, where the context permits, the Client.
- **“Engagement Letter”**: the letter which sets out the description of the Services provided in writing by WUN to the Client.
- **“Intellectual Property Rights”**: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **“On Line Training”**: on line training services provided by WUN to the Client.
- **“Order”**: when the conditions of clause 2.2, clause 2.3 or clause 2.4 have been fulfilled as the case may be.
- **“Permitted Recipients”**: the parties to this Contract, the Delegate(s), the employees of each party and any third parties engaged to perform obligations in connection with this Contract.
- **“Personal Data”**: has the meaning given to it in the Data Protection Legislation.
- **“Processing or process”**: has the meaning given to it in the Data Protection Legislation.

- **“Proposal”**: the written proposal for the Bespoke Training to be undertaken by WUN for the Client and the Fees to be charged for the Services as provided by WUN to the Client.
- **“Services”**: the training services supplied by WUN to the Client (including the Delegate) as set out in these Conditions.
- **“Shared Personal Data”**: the Personal Data to be shared between the parties under this Contract.
- **“Supervisory Authority”**: has the meaning given to it in the Data Protection Legislation
- **“WUN”**: WUN (Womens Utilities Network) Limited, registered in England and Wales with company number 15718558.

1.2 Interpretation:

- a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit terms.
- c) A reference to **writing** or **written** includes email.
- d) A **person** includes a natural person, corporate or unincorporated body (whether or not have separate legal personality).
- e) A reference to a party includes its successors and permitted assigns.

2 COMMENCEMENT AND BASIS OF CONTRACT

- 2.1 For Bespoke Training WUN shall provide the Client with a written Proposal for the provision of the Services together with an Engagement Letter.
- 2.2 The Order for Bespoke Training shall only be deemed to be accepted when WUN issues written acceptance of the Engagement Letter signed by the Client at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 For Online Training the Order shall only be deemed to be accepted when the Client confirms online acceptance of these Conditions and payment is received by WUN from the Client.
- 2.4 When bookings for courses are made by the Client by telephone or email a copy of these Conditions will be emailed to the Client who will have 5 Business Days from the date the Conditions are emailed by WUN to cancel

the booking failing which the Order will be deemed to have been accepted at that time subject to these Conditions.

- 2.5 Any samples, drawings, descriptive matter or advertising issued by WUN, including any discussions or written correspondence prior to the Course are made for the sole purpose of giving an approximate idea of the content of the Course. They shall not form part of the Contract nor have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including in particular any terms which the Client seeks to impose in any purchase order or any similar documents.
- 2.7 The Client shall be jointly and severally liable for payment of the Course Fee.
- 2.8 Unless WUN has been given written confirmation of any organisational restrictions affecting the Client, the individual making the booking will be deemed to have authority on behalf of the Client and the Delegate to enter into the Contract.
- 2.9 Upon making the booking (either on the order form or otherwise), the Client shall provide the name, e-mail address and telephone number of the Delegate(s) who shall be attending the Course so that Joining Instructions and other relevant programme information can be sent directly to the Delegate.

3 SUPPLY OF TRAINING SERVICES

- 3.1 WUN warrants to the Client that the Courses will be provided and delivered using reasonable care and skill.
- 3.2 WUN shall have the right to make any changes to the Courses which are necessary to comply with any applicable law or regulatory requirement, or which do not materially affect the nature or quality of the Courses.

4 CHARGES PAYMENT AND SECURING BOOKINGS

- 4.1 WUN shall submit an invoice for the course fee upon a Delegate's place being booked on a Course (**Course Fee**).
- 4.2 The Client shall pay each invoice submitted by WUN:
 - (a) within 30 days of the date of the invoice or prior to the commencement of the Course whichever is the earlier; and

(b) in full and in cleared funds to a bank account nominated in writing by WUN, and

time for payment shall be of the essence of the Contract.

- 4.3 All amounts payable by the Client are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by WUN to the Client, the Client shall, on receipt of a valid VAT invoice from WUN, pay to WUN such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.4 If the Client fails to make any payment due to WUN by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 4.5 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). WUN may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by WUN to the Client.
- 4.6 The Delegate's place on the Course will only be secured if the Course Fee is paid to WUN pursuant to clause 4.2 and in the event that the Course Fee is not so paid, WUN reserves the right to refuse the Delegate access to the Course and/or the Course Venue.
- 4.7 Where applicable, WUN shall use reasonable endeavours to give the Client and/or the Delegate(s) (as applicable) as much notice of the Course Venue as reasonably possible but in any event although subject to clause 5.5, the Course Venue will be confirmed to the Client and/or the Delegate(s) (as applicable) no later than 30 days before a scheduled Course Date.

5 CANCELLATION AND REFUND POLICY

- 5.1 All cancellation requests must be sent to helen@wun.co.uk and state the course name, date and reference number, if applicable.
- 5.2 For bookings cancelled at least 10 Business Days before the Course Date, WUN shall refund the Course Fee in full.
- 5.3 For bookings cancelled between 10 Business Days and 5 Business Days before the Course Date, the Course Fee remains payable in full but the Client shall be given a credit of the Course Fee towards any other Course or

Courses which must be taken by the Client within 12 months of the credit being issued, otherwise the credit shall expire.

- 5.4 For bookings cancelled less than 5 Business Days before the Course Date, the Course Fee is payable in full.
- 5.5 WUN may cancel or reschedule a Course or change a Course Venue at any time prior to the Course and for any reason. In these circumstances, WUN's liability shall be limited to a refund of the Course Fee in full or (if applicable) the placement of the Delegate on a rescheduled Course (at the option of the Client) save that, in the event of a Course Venue change or Course reschedule being notified to the Client and/or the Delegate at least 21 days before the Course Date, WUN may instead offer a credit for the full Course Fee in accordance with clause 5.3 if the Delegate cannot attend such rescheduled Course.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in, or arising out of, or in connection with any Courses shall be legally and absolutely owned by WUN. The Courses and information provided therein is for the sole use of the Client and the Delegate and may not be copied or further distributed without WUN's written consent.
- 6.2 The Client agrees to use all reasonable endeavours to protect all Intellectual Property Rights arising as a result of the Services and to assist WUN in protecting those rights upon request.

7 DATA PROTECTION AND DATA PROCESSING

- 7.1 This clause 7 sets out the framework for the sharing of Personal Data~ between the parties as Data Controllers. Each party acknowledges that one party (the "Data Discloser") will regularly disclose to the other party (the "Data Recipient") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 7.2 Each party shall comply with all the obligations imposed on them under the Data Protection Legislation.
- 7.3 Each party shall:
- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient under this Contract;
 - (b) process the Shared Personal Data only for the Agreed Purposes;

(c) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

(d) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality);

(e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

(f) not transfer any Personal Data outside of the European Economic Area unless the transferor complies with the appropriate provisions of the Data Protection Legislation for such transfer of Personal Data

7.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

(a) consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;

(b) promptly inform the other party about the receipt of any Data Subject access request;

(c) provide the other party with reasonable assistance in complying with any Data Subject access request;

(d) not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other party wherever possible;

(e) assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with any Supervisory Authority;

(f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

(g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Contract unless required by law, or there is some other legitimate reason, to store the Personal Data;

(h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.5 The Client shall indemnify WUN against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by WUN arising out of or in connection with the breach of the Data Protection Legislation or this clause 7 by the Client, its employees, agents or sub-contractors.

8 LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in the Contract shall limit or exclude WUN's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, WUN shall not be liable to the Client or the Delegate, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of damage to goodwill; and

(g) any indirect or consequential loss.

- 8.3 When preparing the Course, WUN makes use of information gathered from a variety of sources (including from market participants and information in the public domain) that has not been subject to independent verification by WUN. Whilst WUN considers that the information supplied from its sources is accurate, no warranty can be given as to the accuracy of the same and WUN shall, subject to clause 8.1, not be responsible for any errors or liabilities arising or losses suffered by the Client or the Delegate(s) as a result of such information being incorrect or inaccurate. The views of any course presenter (whether given during question and answer sessions or otherwise) during the Course are the presenter's own views given from her understanding of the Course material and no warranty is given as to the accuracy or otherwise of such views.
- 8.4 WUN makes no warranty as to the results to be obtained from the Client's or the Delegate's use of the Course for any particular purpose.
- 8.5 WUN makes use of third party suppliers for Course Venues which may include refreshments and/or a meal. WUN shall incur no liability in relation to the Course Venue or such other services provided by the Course Venue which remains the responsibility of the Course Venue provider/owner, and the Client and the Delegate must follow all instructions given by the Course Venue provider, including in particular any health and safety requirements (whether given via the course presenter or otherwise).
- 8.6 Where a Course is to be provided electronically or online, it is the Client's responsibility prior to placing any order to ensure that its technology is compatible with the systems used by WUN (details of which can be provided upon request). Due to the inherent nature of the internet, WUN cannot be responsible for any disruption or disturbance which is not within WUN's reasonable control. The Client and the Delegate must comply with any instructions given by WUN both before and during any electronic Course and WUN shall not be responsible for any disruption in service following any failure to comply with such instructions.
- 8.7 WUN's total liability to the Client and the Delegate, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited:
- (a) in the case of On Line Training to the Course Fee (which for the avoidance of doubt means the Course Fee actually paid by the Client); and
 - (b) in the case of Bespoke Training to the sum of £1,000,000 (one million pounds).
- 8.8 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.9 Unless the Client notifies WUN that it intends to make a claim under the Contract within the notice period, WUN shall have no liability for that claim. The notice period for a claim shall start on the day on which the Client

became, or ought reasonably to have become, aware of its having grounds to make a claim and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.10 This clause 8 shall survive termination of the Contract.

9 GENERAL PROVISIONS

9.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (save for any obligation to make a payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control. In particular, WUN shall not be responsible for any breach of the Contract due to the failure of any Course Venue supplier.

9.2 **Assignment and other dealings.**

(a) WUN may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of WUN, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

9.3 **Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

9.4 **Variation.** Except as set out in these Conditions no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure by a party to exercise, or the single or partial exercise of, any right or remedy provided under the Contract

or by law shall not constitute:

(a) a waiver of that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

9.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.7 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing (including by email), addressed to that party at the address specified in any order or its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or commercial courier, or by email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or by email, at the time the email is sent.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. 9.8 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.

9.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

9.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.