



Training / Facility Hire/ Filming / Lease Agreement

Recitals:

This agreement consists of the Service Description, the General Terms and Conditions, and the Schedules applicable to the Services, as specified in the Service Description (together, the "Agreement").

The customer identified in the Service Description ("the Customer" or "you") wishes to appoint Capita Business Services Limited, a company registered in England and Wales with company number 02299747, trading as the Fire Service College, whose registered office is at 65 Gresham Street, London EC2V 7NQ (the "Supplier" or "we") as a provider of the Services and the Supplier accepts such appointment on the terms set out below.

The Supplier and the Customer (together the "Parties"), hereby confirm and agree to the delivery of the services as detailed in the Service Description and in accordance with the attached Terms and Conditions.

Please read this Agreement carefully before purchasing a Service and print off a copy for your records.

By ordering a Service, you are confirming your agreement to be bound by this Agreement.

General Terms and Conditions

These General Terms and Conditions apply to all Services.

1. **Definitions and Interpretations**

- 1.1. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.2. In this Agreement the singular shall include the plural and the masculine shall include the feminine, and vice versa, save where the context otherwise requires.
- 1.3. Any reference to a Clause or Schedule is a reference to a Clause or Schedule in this Agreement.
- 1.4. The following terms in this Agreement, have the meanings set out below:

Agreement: means the Service Description, the General Terms and Conditions, and the Schedules applicable to the Services as specified in the Service Description.

Assumed Obligations: The obligations of the Supplier as set out in this Agreement.

Confidential Information: all information which is confidential or proprietary in nature; relates to the Disclosing Party's business affairs (including any financial or technical data, trade secrets, know-how, IPR and/or derivative data or output) which the Disclosing Party directly or indirectly discloses, or makes available to the Receiving Party by whatever means before, on or after the date of the Agreement; and/or any other information clearly identified as being, or which ought reasonably be considered to be, confidential.

Data Protection Legislation: means the following legislation to the extent applicable from time to time: (a) national laws implementing the Privacy and Electronic Communications Regulations (EC Directive) 2003; (b) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (EC Directive) 2003; and (c) any laws or regulations that replace or supersede the legislation referred to in (a) and (b) from time to time. The terms "**data controller**", "**data processor**" and "**data subject**" are as defined in the Data Protection Legislation.

Delegate Code of Conduct: the rules and regulations set out at Schedule 5.

Delivery Date: The date on which the delivery of the Service commences.

Delegate: An individual who is party to a Service.

Disclosing Party: means a party who discloses Confidential Information to the Receiving Party.

Effective Date: date that this Agreement is signed by both Parties.

Event: means the event for which the Service is being provided.

Facilities: means any venues, lecture rooms, accommodation and any other facilities as specified in the Service Description or similar Facilities that may be substituted at the Supplier's discretion.

Facility Hire: means a service where the Customer uses the Supplier site for the Customer to deliver a course

Film: means the material derived from filming at the Venue that is intended to be broadcasted in whatsoever form.

Force Majeure Event: means any circumstance or cause beyond a Party's reasonable control including acts of God, flood or other natural disaster, epidemic, pandemic, terrorist attack, civil commotion or riots, war or armed conflict, fire, explosion, contamination (including chemical or biological), loss of access to electricity, power or telecommunications, shortages of materials or equipment, supply chain failures, any labour or trade dispute, strikes, industrial action or lockouts and any change in law or due to action taken by a government or public authority (including quarantine measures).

Supplier IPR: All pre-existing IPR owned by the Supplier and all IPR developed by the Supplier in connection with the provision of the Services.

Intellectual Property Rights (IPR): means all rights in patents, trademarks, service marks, design rights (whether registered or unregistered), copyright (including rights in computer software), database rights, sui generis rights, confidential information, trade secrets, trade or business names, domain names and other similar rights or obligations whether registerable or not in any country and applications for any of the foregoing.

Price: means the fees for the provision of the Service(s) as set out in the Service Description.

Receiving Party: means a party who receives Confidential Information from the Disclosing Party.

RPI: means Retail Price Index as calculated and published by the Office for National Statistics (or

its replacement index).

Schedules: means the schedules to this Agreement.

Service(s): the Services provided by the Supplier to the Customer, as set out in the Service Description, which may include (without limitation) classroom based and practical training, exercises, meetings, Facility Hire and consultation.

Service Description: means the document attached to this Agreement setting out the Price and a description of the Services to be provided.

Service Period: means the period over which the Services are to be provided, as set out in the Service Description and commencing on the Delivery Date.

Venue: means the Supplier's premises at Moreton-in-Marsh, Gloucestershire, GL56 0RH.

Working Day: a day when banks are normally open for business in England and Wales.

2. General Terms

2.1. This Agreement includes the Service Description, these General Terms and Conditions, and the Schedules applicable to the Services as specified in the Service Description. In the event of any conflict, the following order of precedence shall apply:

- (a) the Service Description.
- (b) the General Terms and Conditions.
- (c) the Schedules.

The parties also agree that any further Services which the Supplier may provide to the Customer (whether pursuant to the Service Description or otherwise) shall (unless otherwise agreed in writing between the Parties) be subject to this Agreement.

- 2.2. This Agreement is deemed effective from the Effective Date and will continue in force until either the Service Period has elapsed, or it is terminated in accordance with clause 13.
- 2.3. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 2.4. This Agreement is governed by and is to be construed in accordance with English law and, the Parties submit to the exclusive jurisdiction of the English Courts.
- 2.5. All notices given under this Agreement will be in writing and sent to the addresses shown at clause 1.1 of this Agreement. Notices will be deemed to have been received; at the time of delivery if by hand, 48hrs after posting if by recorded delivery; one hour after sending if sent by email and a confirmation of delivery is recorded on either Party's server.
- 2.6. Unless otherwise agreed between the Parties, Services shall be delivered between the hours of 08:00 and 18:00 each Working Day and will be delivered over a five day working week, Monday to Friday.
- 2.7. The Supplier reserves the right to subcontract elements of, or all of the Service as it sees fit.
- 2.8. The Supplier shall use reasonable care and skill in the provision of the Services.
- 2.9. Any facilities provided by the Supplier shall be fit for the purposes for which they were designed.
- 2.10. The Customer shall be responsible for ensuring that all Delegates and visitors are aware of and comply with the Delegate Code of Conduct. If, in the sole opinion of the Supplier, the behavior of any Delegate at, or visitor to, the Venue is not in accordance with the Delegate Code of Conduct or could otherwise be regarded as unreasonable, antisocial or unacceptable, or likely to endanger the health and safety or wellbeing of other persons at the Venue, the Supplier reserves the right to immediately exclude that Delegate or visitor from the Event and retain any payment made for the Event, or receive the full payment that would have been due had the exclusion not taken place.
- 2.11. The Customer shall be responsible for procuring all relevant insurance policies sufficient to cover the Customer's liabilities under this Agreement, including public liability insurance of £10 million, and provide evidence of such insurance policies to the Supplier upon request. Further, the Customer agrees to maintain such insurance policies in full force and effect for as long as liabilities

may arise under this Agreement.

- 2.12. Nothing in the Agreement shall be construed as creating a partnership or joint venture or a relationship of principal and agent between the Parties.

3. Pre-Delivery Timetable

- 3.1. The Service Description and any prices quoted therein remain valid for a period of three (3) months from the date therein. The Service Description shall not be capable of being accepted by the Customer after expiry of such period without the written consent of the Supplier.
- 3.2. A signed copy of the Agreement must be delivered by the Customer (by letter or email) at least twelve (12) weeks in advance of the anticipated Delivery Date.
- 3.3. Unless otherwise specified in the Service Description, Delegate names must be provided at least eight (8) weeks in advance of the Delivery Date. Any changes to Delegate names will be subject to a £50 administration fee.
- 3.4. If the Customer does not confirm acceptance of this Agreement in accordance with clause 3.1 or provide the information required under the Pre-Delivery requirements within the above specified timescales, the Supplier shall not be under any obligation to deliver the Service.

4. Price and Payment Terms

- 4.1. The Price for the Service is based on the specification set out in the Service Description. Where specified in the Service Description, the Price includes all resources (including suitable venues, as reasonably determined by Capita, for the learning outcomes), expenses, materials, meals and accommodation (where booked under an accommodation order and subject to the Accommodation process and Allocation procedure as updated from time to time) as detailed therein.
- 4.2. Unless otherwise provided in the Service Description, the Supplier may increase the Price on an annual basis on 1st April in each year by a percentage equal to the average percentage increase in the RPI during the 12 month period preceding the date of notice of the adjustment or, where less than 12 months, the period since the Effective Date, provided that the rate of increase shall always be 0% or greater. The Supplier shall provide reasonable notice in writing of any increase to the Customer.
- 4.3. All Prices quoted are in UK Sterling and exclusive of Value Added Tax, which will be charged at the time of invoicing at the applicable prevailing rate as notified by HMRC from time to time.
- 4.4. Invoices will be raised in advance of the delivery of the Service and are to be paid in full, in UK Sterling within 30 days of the date of the invoice to the bank account specified below.

Account Name	Capita Business Services Limited
Bank	Barclays Bank Plc
Address	1 Churchill Place, London, E14 5HP
Account No.	60864978
IBAN	GB52BARC20675960864978
Sort Code	20-67-59

- 4.5. If the Customer does not make payment on or before the date on which it is due, the Supplier reserves the right to charge the Customer interest on the overdue amount at the rate of 4% per annum above the base rate of Barclays Bank Plc. Interest shall be payable at this rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.

- 4.6. A 10% deposit of the Price (plus VAT) is required 8 (eight) weeks prior to the commencement of the Services with the provision of the Pre-Delivery requirements.

5. **Postponement & Cancellation**

- 5.1. In the event of the Customer wishing to cancel or postpone the delivery of a Service, notice should be given to the Supplier to sales@fireservicecollege.ac.uk including the course or event details (course code, course/event name and course/event date(s), and delegate names) as soon as reasonably possible, and in any event at least twelve (12) weeks prior to the Delivery Date. Failure to do so will result in the following cancellation fees:
- 5.1.1.1. Less than 4 weeks prior to the Delivery Date, 100% of the agreed Price will be incurred.
- 5.1.1.2. Between 8 and 4 weeks prior to the Delivery Date, 50% of the agreed Price will be incurred.
- 5.1.1.3. Between 12 and 8 weeks prior to the Delivery Date, 25% of the agreed Price will be incurred.
- 5.2. The Supplier reserves the right to cancel and/or postpone Services where necessary. In such cases it will communicate the cancellation to the Customer in writing at the earliest reasonable opportunity. Where possible the Supplier will seek to re-schedule the Services at a mutually convenient date. Where circumstances force the Supplier to cancel any Services, the Supplier's liability will be limited to refunding the Price paid for such Services. We are not liable for any other losses incurred by the Customer.

6. **Equalities**

- 6.1. During the term of the Agreement the Supplier shall not itself, or through a servant or agent, discriminate against any person on grounds of sex, race, disability, sexual orientation, or religion, contrary to the provisions of any law, enactment or regulation relating to discrimination from time to time in force.

7. **Confidentiality**

- 7.1. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose or permit the disclosure of any part of the Confidential Information to any third party except (a) to any group members, consultants and advisors (including accountants and lawyers) bound by, or otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in the Agreement ("**Representatives**"); and/or (b) to the extent required to comply with applicable law, provided that the Receiving Party (i) provides prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy; and (ii) limits any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.
- 7.2. The Receiving Party shall be liable for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 7.3. These obligations of confidentiality do not apply to information which:
- 7.3.1. is or becomes generally available to the public (without breach by the Receiving Party) or a Receiving Party's Group.
- 7.3.2. becomes known to the Receiving Party or Group members on a non-confidential basis via a third party;
- 7.3.3. was lawfully in the prior possession of the Receiving Party or its Group.
- 7.3.4. was independently developed by the Receiving Party or its Group without use or reference to Confidential Information; or
- 7.3.5. the Disclosing Party agrees is not confidential.
- 7.4. Upon termination of the Agreement, the Receiving Party and its Representatives will cease all use of the Disclosing Party's Confidential Information and return, delete or destroy it. Notwithstanding

the foregoing, each Party may retain a copy of such Confidential Information only to the extent required to do so to comply with applicable laws and/or, subject to using reasonable endeavours to delete them, such copies as are held in backup or disaster recovery systems.

- 7.5. The Receiving Party's obligations of confidentiality shall apply to any Confidential Information of the Disclosing Party while any copy of it remains in the Receiving Party's possession or control, and thereafter for a period of two years.
- 7.6. Nothing in this Clause 7 (Confidentiality) shall prevent either party from using, in the course of its normal business, any techniques, ideas or know-how gained during the performance of the Agreement provided that such use will not result in a disclosure of the other party's Confidential Information or an infringement of its IPR.
- 7.7. Where the Supplier processes any Personal Data as data processor for the Customer, the terms of Clause 9 shall govern such processing, and the Personal Data shall not be considered Confidential Information for the purposes of this Clause 7.

8. **Intellectual Property Rights (IPR)**

- 8.1. All Supplier IPR shall remain the property of the Supplier.
- 8.2. The Customer shall not, and shall procure that Delegates do not, copy, modify, reproduce, republish, transmit or distribute Supplier IPR or otherwise use Supplier IPR for any purpose other than receiving instruction on, and participating in a Service delivered by the Supplier, save that in consideration for the payment of the Charges, and without prejudice to the Supplier's ownership of Intellectual Property Rights (and in the absence of contrary licence terms notified by the Supplier to the Customer in writing) the Supplier will grant the Customer a non-exclusive, non-transferable, perpetual licence to use material exclusively for the Customer's internal business purposes and its usual non-commercial activities.
- 8.3. The Customer shall promptly and fully notify the Supplier in writing of any actual, threatened, or suspected infringement of any Supplier IPR of which the Customer or any Delegate becomes aware.

9. **Protection of Personal Data**

- 9.1. This clause sets out the framework for the sharing of personal data between the Parties as data controllers.
- 9.2. Each party shall comply with all their respective obligations under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 60 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 9.3. Each party shall:
 - (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of personal data.
 - (b) make available full information to any data subject whose personal data may be processed under this agreement of the nature such processing;
 - (c) process the personal data only for the purpose of fulfilling its obligations under this Agreement or as required by applicable law.
 - (d) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (e) only transfer personal data outside the UK, EU, or EEA in accordance with the Data Protection Legislation.
- 9.4. Each party shall be responsible for complying with all applicable requirements of the Data Protection Legislation.

10. **Limitation of Liability**

- 10.1. Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory, or otherwise as to the condition, quality, performance or fitness for purpose of the Services will be assumed by the Supplier and except as expressly provided in this

Agreement all such warranties, conditions, undertaking and terms are excluded to the extent permitted by law.

- 10.2. Notwithstanding anything else in this Agreement, the total aggregate liability of the Supplier to the Customer under or in connection with this Agreement, whether arising under contract or by way of indemnity, negligence or otherwise, shall, subject to Clause 10.3 & 10.4 below, be limited to the Price paid or payable under this Agreement in the calendar year in which the event giving rise to the breach of this Agreement occurred.
- 10.3. Nothing in this Agreement shall operate to exclude or limit the liability of either Party for:
 - 10.3.1. death or personal injury caused by negligence.
 - 10.3.2. fraud or fraudulent misrepresentation.
 - 10.3.3. Customer's liability to pay the Price and other sums due to the Supplier.
 - 10.3.4. breach of any obligations of that Party pursuant to Clause 7 (Confidentiality).
 - 10.3.5. the indemnities set out in clause 10.6 and Schedule 2 paragraph 3.6; and/or
 - 10.3.6. any other matter for which it would be unlawful to exclude or limit, or attempt to exclude or limit, its liability.
- 10.4. Neither Party shall be liable to the other Party for any indirect, special or consequential loss or damage arising in connection with the Agreement, including loss of profits (except with respect to the Price), loss of sales, anticipated savings or goodwill, loss of business opportunity or contracts, in each case whether direct or indirect, even if that loss or damage was reasonably foreseeable or that Party was aware of the possibility of that loss or damage arising.
- 10.5. The Supplier shall in no circumstances be liable for loss or damage, howsoever caused, to any equipment, vehicles, materials, or goods brought onto the Venue for the purposes of or in connection with the delivery of the Services. For the avoidance of doubt this includes any items stored at the Venue, irrespective of whether a charge is made by the Supplier for such storage. The Customer is responsible for making their own arrangements to insure such items against loss or damage.
- 10.6. The Supplier shall in no circumstances be liable for loss or damage caused by any default, act or omission on the part of the Customer and the Customer agrees to indemnify and hold the Supplier harmless in respect of any claims by third parties which are caused by or arise from any reasonable act by the Supplier carried out pursuant to instructions issued by the Customer.

11. **Force Majeure Events**

- 11.1. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect, or failure to take reasonable precautions of the affected Party, its agents or employees.
- 11.2. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event. In the event that part of the Services are suspended as a result of a Force Majeure event, the Price shall remain payable in respect of such part of the Services as are reasonably able to go ahead.

12. **Entire Agreement**

- 12.1. This Agreement represents the entire understanding between the Parties and supersedes any previous Agreement between the Parties regarding its subject matter.
- 12.2. The Parties agree that they have not entered into this Agreement in reliance on any representation, warranty, covenant, or undertaking, either express or implied, which is not set out or referred to in this Agreement.
- 12.3. If any provision of this Agreement should be, or become, void or unenforceable for any reason, this shall not affect the validity of the remaining provisions of this Agreement. The unenforceable term shall be deemed deleted and the Parties shall negotiate in good faith to agree a suitable

clause so as to achieve in so far as is possible the same economic, commercial and legal effect as the original invalid provision. The obligations of the Parties under any invalid, illegal or unenforceable provision of the Agreement shall be suspended during such a negotiation.

13. Termination

- 13.1. This Agreement terminates automatically when the end date of the Service Period is reached, unless specified otherwise in the Service Description.
- 13.2. The Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.
- 13.3. Either Party may terminate this Agreement by giving the other 30 days' notice in writing if:
 - 13.3.1. the other Party commits any material breach of this Agreement and fails to remedy such breach within 30 days of written notice notifying the breach and requiring its remedy.
 - 13.3.2. the other Party becomes bankrupt or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any property of the other Party or if the other Party is unable to pay its debts as they fall due; or
 - 13.3.3. an event of Force Majeure which prevents the supply of the Services persists for 3 months or more.
- 13.4. The Supplier may terminate this Agreement with immediate effect upon written notice if (in its discretion) the Supplier reasonably determines that a serious conflict of interests exists or may develop between the Supplier and the Customer.
- 13.5. In the event that this Agreement is terminated for any reason whatsoever:
 - 13.5.1. Termination of this Agreement will be without prejudice to any accrued rights and remedies available to either Party and, for the avoidance of doubt, will not relieve the Customer of its obligation to pay the Prices in respect of any Services supplied by the Supplier to the Customer prior to the date of termination.
 - 13.5.2. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Waiver

- 14.1. No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by either Party of any breach of this Agreement shall be considered as a waiver of a preceding or subsequent breach.

15. Announcements

- 15.1. Neither Party shall make any press announcement or publicise this Agreement without the prior written consent of the other Party (which shall not be unreasonably withheld) save that the Supplier shall be entitled to refer to the Customer in its general marketing, publicity and case study materials or as required of either Party by applicable law.

16. Personal Agreement

- 16.1. This Agreement is personal between the Supplier and the Customer, and neither may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.
- 16.2. Nothing in this Agreement is intended to confer on any person any right to enforce any terms of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

17. Change Requests

- 17.1. If either Party identifies a requirement for a change to the Services, the identifying Party will send

a written notice ("Change Request") to the other Party detailing the change requirements. If sent by the Supplier, the Change Request will state the effect such a change will have on the Services and the Price. If sent by the Customer, the receipt of the Change Request by the Supplier will represent a request to Supplier to state in writing the effect the change will have on the Services and the Price. The Supplier will use reasonable endeavours to supply the necessary details within 15 working days from receipt of a Change Request from the Customer.

17.2. No change shall take place unless and until both Parties have agreed.

18. **Dispute Resolution**

18.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then, except as expressly provided in this Agreement and except in relation to any claim by the Supplier for any unpaid amounts (including the Price) due under this Agreement, the Parties shall follow the procedure set out in this Clause:

- (A) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the [Supplier representative role] of the Supplier and [Customer representative role] of the Customer shall attempt in good faith to resolve the Dispute;
- (B) if the [Supplier representative role] of the Supplier and [Customer representative role] of the Customer are for any reason unable to resolve the Dispute within 20 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Operations Director (Delivery matters) or Director of Learning Delivery and Transformation (Venue and Facilities matters) of the Supplier and [Customer senior representative role] of the Customer who shall attempt in good faith to resolve it;
- (C) if the Operations Director (for delivery matters) or Director of Learning Delivery and Transformation (for venue and facilities matters) of the Supplier and [Customer senior representative role] of the Customer are for any reason unable to resolve the Dispute within 20 Working Days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within 10 Working Days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR; and
- (D) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the Parties cannot agree within 10 Working Days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the Parties having consulted with them; and
- (E) unless otherwise agreed between the Parties, the mediation will start not later than 20 Working Days after the date of the ADR notice.

18.2 Neither Party may commence any court proceedings in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. This Clause 18.2 shall not prevent either Party seeking injunctive or interim relief prior to the conclusion of the mediation.

18.3 If for any reason the Dispute is not resolved within 30 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England in accordance with Clause 2.4.

Schedule 1 – Terms & Conditions applicable to Training

This Schedule 1 applies if the Services described in the Service Description include Training.

1. Definitions

Open Programme: The standard programme of Open Courses run by the Supplier, on which customers are able to book one or more Delegate places.

Course: a learning experience delivered by the Supplier for the benefit of one or more Delegates of the Customer, that forms in part or in entirety, a Service.

Customer Materials: the materials for any Course that are provided by the Customer for delivery by the Supplier or jointly by the Customer and the Supplier.

2. In order to facilitate regular refreshment of and updates to our Courses the Supplier reserves the right to change our course materials (including and without limitation; lesson plans, teaching notes, presentations and tests, in whatever format) without notice.
3. All bookings on Courses received by the Supplier from the Customer that have been confirmed in writing (whether by email or by formal Agreement), will be deemed as fully contracted in accordance with the terms of this Agreement, save where provisional bookings are made on Open Programme Courses as detailed below.
4. Save where bookings on a Course have been made on a provisional basis as outlined below, any amendments to bookings on any of our Courses will be treated as a cancellation and full cancellation fees will apply as per clause 5 of the General Terms & Conditions, including the Price of any accommodation booked.
5. Some Courses provided by the Supplier may include a requirement for Delegates to complete an element of pre-learning prior to attending a Course. Where pre-learning is a requirement, this will be made clear in the Service Description and an additional Delivery Date for this element of the Course will be provided.
6. Where completion of pre-learning is a pre-requisite to attending the residential module of a Course, Delegates who in the reasonable opinion of the Supplier have not completed the pre-learning will not be accepted on the Course. In such circumstances this will be treated as a cancellation and full cancellation fees will apply as per clause 5 of the General Terms & Conditions, including the Price of any accommodation booked.
7. If a Delegate does not, for any reason, complete a Course provided as part of a Service, the Customer shall remain liable for full payment of the Price for that Delegate unless the Customer can show that the Delegate's withdrawal was due to the Supplier's breach of its obligations under this Agreement.
8. The Price includes all learning materials, lunch, refreshments, and accommodation (if requested) as detailed in the Service Description. Where the type of accommodation requested is not available, the Supplier reserves the right to substitute an alternative.
9. The Customer agrees to provide the Supplier with written notice of any special requirements of Delegates a minimum of five (5) working days in advance of the Delivery Date. Such special requirements include (but are not limited to) special dietary requirements, disability requirements, or any other specific requirements that the Supplier may reasonably be expected to accommodate). The Supplier will use its reasonable endeavors to meet such requirements.
10. The Customer shall be responsible for the content of all Customer Materials, and the Supplier shall not be liable for any errors or omissions contained in such Customer Materials.
11. The Customer will ensure that all Delegates:
 - 11.1. have all the information necessary to enable Delegates to arrive at the Course venue in time

- for the commencement of the Service.
- 11.2. are aware of the Delegate Code of Conduct and comply with those rules at all times during provision of the Course and at all times on any Supplier site.
 - 11.3. have a reasonably appropriate level of skill, knowledge and experience to enable them to safely partake of the Course.
 - 11.4. have completed any pre learning or relevant e-learning within the necessary timescale prior to attending the Course.
 - 11.5. are sufficiently fit to partake in any training activities and do not suffer from any condition (physical or mental) which shall materially affect any Delegates ability to participate safely in a Course.
 - 11.6. have written and oral abilities in the English language or any other language as jointly agreed by the Parties necessary to complete the Course.
 - 11.7. have read the joining instructions, completed the site induction and registered on Moodle prior to starting the course; a
 - 11.8. Comply with FSC policy and procedures, as updated from time to time.
 - 11.9. have access to a laptop or tablet whilst at the Supplier site, unless otherwise agreed with the Supplier; and
 - 11.10. Comply with the Supplier safeguarding policy.
12. The Supplier shall ensure that:
- 12.1. Where a Service includes practical incident ground exercises at the Venue, the Supplier has carried out appropriate risk assessments and provided the necessary safety staff and safety equipment.
 - 12.2. Unless specified otherwise in the Service Description, it uses reasonable endeavours to ensure that all learning materials reflect the legislation currently in force in England and Wales at the date of delivery of the Service, save that this requirement shall not apply in respect of any Customer Materials.
13. Delegates will receive a Health and Safety briefing prior to the delivery of each training session of the Service. In the event that a Delegate does not, in the reasonable opinion of the Supplier, comply with the Health and Safety briefing or other rules applicable to the location or Service or if a Delegate places any other Delegate at risk, the Supplier may immediately prohibit that Delegate from any further participation in the Service (and the Customer shall procure that the Delegate ceases to participate) and the Price for such Delegate shall still be due for payment by the Customer.
14. Unless specified otherwise in the Service Description, the Supplier shall, after the delivery of the Service, provide the Customer with a certificate for each Delegate that attended. The precise method of provision, including the timing, wording and any award criteria of the certificates will be specified in the Service Description.
15. Delegates whose course is more than one week in duration may, subject to availability, leave their belongings in their bedrooms at weekends at no charge. Should the Supplier require Delegates to vacate their bedrooms, rooms will be allocated to allow the storage of luggage and personal belongings wherever possible. The Supplier will not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left at the Venue by any Delegate howsoever such loss or damage may be caused.
16. Car parking may be available for Delegates at the Venue. The Supplier accepts no liability whatsoever for damage to or theft from vehicles parked at the Venue and the Customer accepts that Delegates take full responsibility for the care of their vehicles whilst at the Venue.
17. The following conditions relate only to bookings on the Open Programme:
- 17.1. The Supplier reserves the right to alter our Open Programme prices from those published from time to time but will inform the Customer of the current Price prior to booking.

- 17.2. Where circumstances force the Supplier to cancel an Open Programme Course, the Supplier's liability will be limited to refunding the Price paid for that particular programme. We are not liable for any other losses incurred by the Customer.
- 17.3. For places booked on Open Programme Courses, the Customer has the option of substituting one Delegate for another, so long as the substitution is for the same Course and Delivery Date as the original Delegate booking and the substitution is made prior to the Course Delivery Date. This option is offered at no additional cost.
- 17.4. The Supplier may agree, at its absolute discretion, to hold a provisional booking on an Open Programme Course for up to 2 weeks. The Customer will not be charged a cancellation fee if such a booking is cancelled within 2 weeks of the booking being made. If the Customer does not cancel within 2 weeks of the original booking, the full amount will be invoiced and due in accordance with the terms of this Agreement.
- 17.5. Those courses listed under the section heading '**Rope, Water and Associated Rescue Skills**' are run by Outreach Rescue in North Wales and are invoiced directly by that organisation. Any Bookings should be made with Outreach Rescue (contact enquiries@outreachrescue.com) and nominations sent to the Supplier. For the avoidance of doubt, the contract for such courses will be between the Customer and Outreach Rescue and not with the Supplier.

Schedule 2 – Terms & Conditions applicable to Facility Hire

This Schedule 2 applies if the Services described in the Service Description include Facility Hire.

1. The Customer acknowledges that the Customer and the Delegates shall have access to the Facilities as licensee in accordance with this agreement. Nothing in this agreement shall expressly or impliedly grant any interest in land to the Customer or the Delegates and no relationship of landlord and tenant is created between the Supplier and the Customer by this agreement.
2. The Supplier and its employees retain the right at all times during the Service Period to enter the Facilities.
3. The Customer shall:
 - 3.1. co-operate with the Supplier in all matters relating to the Agreement;
 - 3.2. obtain, effect and keep effective all permissions, licenses and permits which may from time to time be required in connection with the Event;
 - 3.3. unless otherwise specified in the Service Description, submit final names and numbers of Delegates to the Supplier no less than seven (7) working days before the Delivery Date;
 - 3.4. unless otherwise specified in the Service Description, give the Supplier a minimum of five (5) working days written notice of any special requirements of Delegates. Such special requirements include (but are not limited to) special dietary requirements, disability requirements, or any other specific requirements that the Supplier may reasonably be expected to accommodate.
 - 3.5. submit details of the Event programme including a catering programme to the Supplier. Unless otherwise specified in the Service Description, these details must be provided in writing no less than fourteen (14) working days prior to the Delivery Date. The Customer will be responsible for ensuring that Delegates adhere to this programme;
 - 3.6. ensure that a risk assessment is created and available for any activity for which the Supplier deems such an assessment is necessary. Unless otherwise specified in the Service Description, risk assessments must be provided to the Supplier in writing no less than 14 working days prior to the Delivery Date. If a risk assessment is not provided, the Supplier will have the right to prevent that activity from taking place at the Event without any liability to the Customer. The Customer will be liable for and will indemnify the Supplier for all costs associated with the failure to provide a risk assessment, or failure to follow the guidance contained therein.
 - 3.7. be responsible for ensuring that Delegates are aware of and adhere to all health and safety and other regulations at the Venue and comply with all reasonable requests of the Supplier's employees and it's agents.
 - 3.8. ensure that any persons under the age of 18 attending the Event will be supervised to the Supplier's reasonable satisfaction. In the event that persons under the age of 18 are not, in the reasonable opinion of the Supplier, being properly supervised, the Supplier will have the right to restrict or refuse such persons access to the Facilities.
 - 3.9. ensure that by 10:00 am on the day of departure that:
 - 3.9.1. all accommodation is vacated by the Delegates; and
 - 3.9.2. all Delegate belongings are removed from the Facilities; and
 - 3.9.3. all keys are returned to the Supplier,the Supplier reserves the right to invoice the Customer for a sum equal to the Price of accommodation for one night for each room that is not vacated by this time and for each further

24 hour period thereafter that this condition 3.9 is not complied with.

4. The Customer will notify the Supplier of its requirements for any catering services required for the Event, which will form part of the Service. The Supplier will, once such requirement is agreed with the Customer, procure such Service through its catering contractor and the Customer may not under any circumstances use any other contractor to fulfill its catering requirements for the Event. The Customer will be charged by the Supplier for this Service at agreed Prices, which will be specified in the Service Description.
5. Car parking may be available for Delegates at the Venue as directed by the Supplier. The Supplier accepts no liability whatsoever for damage to or theft from vehicles parked at the Venue and the Customer accepts that Delegates take full responsibility for the care of their vehicles whilst at the Venue.
6. The Supplier's sports centre is available for use by members only. Unless otherwise agreed between the Parties, usage of the sports centre by Delegates is therefore subject to appropriate additional membership fees as in force from time to time.
7. Where reasonably practicable, the Supplier will assist the Customers Delegates with storage of equipment or other property during the Service Period. The Supplier will not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left at the Venue by any Delegate howsoever such loss or damage may be caused.
8. Delegates may book accommodation for personal overnight stays independently of the Customer and will confirm such bookings to the Supplier in writing no less than four (4) weeks in advance of the Event. The Customer will be charged directly and in full for such accommodation, unless paid for or cancelled (with at least seven (7) days' notice given in writing) by the Delegate.
9. The Supplier can only make Facilities available to the Customer for the Service Period. If the Customer requires an extension to the Service Period, any extension will be subject to availability and will be for an additional charge. Any such extension must be agreed with the Supplier in advance and in writing.
10. The Customer will be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
11. The Supplier will be entitled to invoice the Customer for the remainder of the Price (where a deposit has been paid in advance) and any additional charges (such as for damage to property or additional Services provided) at any time after the Service Period. The Customer will pay the invoice in full immediately upon receipt of the final invoice from the Supplier.
12. Any changes required to this Agreement will be dealt with as a Change Request as set out at Section 17 of the General Terms and Conditions.

Schedule 3 – Terms & Conditions applicable to Filming

This Schedule 3 applies if the Services described in the Service Description include Filming.

1. Permission to film

- 1.1. The Customer warrants and agrees that: the representations made by the Customer in their request to film at the Venue (including the further information and approvals required pursuant to this Schedule 3) are true and accurate; and that (where appropriate) the Customer has the authority of their employer to make the request to film at the Venue and to accept the terms of this Agreement.
- 1.2. Strictly subject to payment by the Customer of the Price, we grant the Customer permission during the Service Period to enter the Venue and use the Facilities specified in the Service Description for the purpose of filming and producing the Film, subject to the terms of this Agreement. In all cases express prior permission must be obtained for filming at any Supplier premises or grounds including all internal and external areas. The Supplier reserves the right, for any reason, to decline any request for filming or to require that filming ceases with only such notice as would be reasonable.

2. Location Management

- 2.1. The Customer shall:
 - 2.1.1. Not use the Facilities for any purpose other than filming. The Customer accepts that no warranty is given by us that the Facilities are safe, appropriate or fit for the purpose of filming.
 - 2.1.2. Take reasonable care to ensure the proper and careful use of the Facilities and not in any way interfere with the normal work of the Supplier.
 - 2.1.3. Not interfere with or otherwise alter our premises or the contents thereof in any way without our prior approval in writing.
 - 2.1.4. Not damage our Facilities or the contents there of and to notify us immediately of any damage howsoever caused. The Customer accepts that it is its responsibility to make good at its own cost and to the Supplier's satisfaction any such damage or alterations to any part of the Facilities. The Customer further accepts that the Supplier reserves the right to undertake any such responsibilities itself and to charge all costs incurred on to the Customer.
 - 2.1.5. Comply (at the Customers own cost) with any direction that it is given by us to prevent injury or damage being caused to any part of the Venue, Delegates or visitors. The Customer accepts that the Supplier retains control of access and security at the Venue and the Customer accepts that the Supplier reserves the right to refuse access to the Venue to any person where it has reasonable grounds to do so and to stop and search any person entering or leaving or otherwise using the Supplier.
 - 2.1.6. Seek the Supplier's express prior approval for any equipment that will be bought to the Facilities which shall (where applicable) comply with the Electricity at Work Regulations 1989, the Electrical Equipment (Safety) Regulations 1994 and meet all minimum safety standards required by law.
 - 2.1.7. If the Customer requires equipment storage facilities, these must be arranged with the Supplier in advance. The Supplier will not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left at the Venue by the Customer howsoever such loss or damage may be caused.
 - 2.1.8. Seek the Supplier's express prior authorisation in writing for any of the following that the Customer may propose to use: special effects; electrical installations (including lighting and sound systems); power supplies; water and any security or other arrangements.
 - 2.1.9. Seek the Supplier's prior consent for any and all vehicles, trailers and plant to be used at the

Venue and for the proposed location of any mobile facilities including (without limitation) any caravans, trailers or generators.

- 2.1.10. Ensure that all method statements and risk assessments are sufficient under the Management of Health and Safety at Work Regulations 1999 and all other relevant health and safety requirements whether contained in statute, secondary legislation, by-laws or applicable codes of practice.
- 2.1.11. Provide at the Customers own cost, any equipment required by the Supplier or by any other authority for health and safety reasons.
- 2.1.12. Remove from the Venue before the end of the Service Period all equipment used for the filming not supplied by the Supplier and all litter or waste resulting from the filming. The Customer accepts that the Supplier reserves the right to undertake such responsibilities itself and to charge all costs incurred on to the Customer.
- 2.1.13. Ensure that all its staff, visitors and contractors wear upon their person valid identification at all times while at the Venue and produce it on request.
- 2.1.14. Ensure that all its staff, visitors and contractors are aware that smoking is prohibited at the Venue, apart from in designated smoking shelters.
- 2.1.15. Ensure that all its staff, visitors and contractors do not handle any Supplier equipment without our prior approval and instruction.
- 2.1.16. (Save in the event of an emergency) not interfere with fire prevention and fire protection equipment in any part of the Venue (including without limitation smoke alarms and sprinklers) and shall take all reasonable measures not to cause any unwarranted activation of the fire alarms.

3. The Film

- 3.1. The Supplier acknowledges that the Customer shall own the copyright and all other rights in the products of photography, filming and recording under this Agreement and all publicity and advertising materials, book, merchandise and other copyright works relating to the Film or any of its characters and incorporating any filming and shall have the sole right to exhibit, broadcast, exploit, market, publicise, advertise and distribute the Film in any and all media (whether now known or hereafter invented) throughout the world for the full period of copyright including any extensions, revivals, reversions or renewals thereof and thereafter, in so far as possible, in perpetuity.
- 3.2. Subject to the Customer's compliance to our satisfaction with the terms and conditions of the this Agreement, the Supplier irrevocably agrees that the Customer shall have the rights to use, edit and incorporate the filming (or any part of thereof) into the final version of the Film, including advertisements and publicity, either as a sequence, on its own or proceeded, interlaced or followed by such scenes as the Customer may determine (including, without limitation, still photographs or scenes of studios and sets representing for the purposes of the Film, the interior and exterior of the Venue) and to broadcast and repeatedly broadcast the same.
- 3.3. The Customer accepts and agrees that any use of material howsoever derived in any format from the filming not expressly authorised by section 3.2 above shall be subject to our further editorial consent (which may be subject to additional terms and payment).
- 3.4. The Customer shall take all reasonable and proper steps to ensure that the Customer does nothing that may bring the Supplier into disrepute nor shall the Customer do anything to prejudice or damage the Supplier logo, marks, brand or reputation. The Customer agrees that the Supplier shall have the right on reasonable notice to review the final cut of the Film for factual accuracy and to require reasonable changes thereto.
- 3.5. At the beginning or at the end of the edited Film the Supplier must be credited as follows {"Filmed *at/with the assistance of (delete as applicable) the Fire Service College Limited*"}

- 3.6. The Customer agrees to supply us without charge two digital copies of all “rushes” and the finished Film together with the free and irrevocable right for the full legal term of copyright (including any extensions revivals or renewals thereof) to use, edit and reproduce the same for our own purposes.
- 3.7. The Customer shall be wholly responsible for obtaining and complying with any model releases, copyright licences or other permissions that may be necessary to permit any individuals or other subject matter to be filmed and/or used in the Film.
- 3.8. No part of any film containing any of our staff, property or equipment may be distorted, manipulated, used within other programmes, re-used, lent or sold under any circumstances without our permission in writing.
- 3.9. Filming does not give the Customer the right to mention the Supplier or use the any part of the Film or the Supplier brand in advertisements or other promotional material without the prior written consent of the Supplier.

Schedule 4 – Terms & Conditions applicable to a Lease

This Schedule 4 applies if the Services described in the Service Description include a Lease.

1. License

1.1. The Supplier (the Licensor) licenses the Facilities to the Customer (the Licensee) for the Service Period during normal working hours at the Price set out in the Service Description and to use the common areas at the Venue for access to and egress from the Facilities.

2. Licensee's covenants

2.1. The Licensee covenants with the Licensor to comply with this clause 2 and all subsequent clauses.

3. Financial matters

3.1. To pay the Price set out in the Service Description monthly in advance on the first day of each calendar month, including any VAT or other taxes that may be due.

4. Repair and Alterations

4.1. To keep the Facilities in no worse state of repair than at today's date and in a clean and tidy condition (Such that the Supplier can provide the cleaning services under clause 12 without unreasonable expense).
4.2. To yield up the Facilities with vacant possession at the end of this Licence in that condition.
4.3. Not to make any structural or exterior alterations or additions to the Facilities, or any other areas.

5. Use

5.1. Not to use the Facilities or any part thereof otherwise than for the purposes set out in the Service Description.

6. Possession

6.1. Not to part with or share possession or occupation of the whole or part of the Facilities, nor grant any third parties rights over them.

7. Statutory compliance

7.1. To comply with the provisions of all statutes and regulations for the time being in force and requirements of the insurers or any competent authority relating to the Facilities and its use.
7.2. To comply with all statutes, regulations and orders relating to town and country planning and not to apply for planning permission nor carry out any development of the Facilities which requires planning permission.

8. Regulations

8.1. To comply with the following regulations:

- 8.1.1. not to hold an auction or public or political or religious meeting on the Facilities;
- 8.1.2. not to use the Facilities for any activity which is dangerous, offensive, noxious, noisy, illegal or immoral or which is or may become a nuisance or annoyance to the Licensor or to the owners or occupiers of any other areas of the Venue;
- 8.1.3. to keep the Facilities secure outside normal working hours (being 8.00am to 6.00pm each Working Day);
- 8.1.4. not to permit any refuse to remain in the Facilities other than in proper receptacles and to remove all which may have accumulated at least once every week;
- 8.1.5. not to erect any signs without the Licensor's consent;
- 8.1.6. not to do anything which may invalidate the Licensor's insurance policy or increase the cost of the premiums;
- 8.1.7. such other regulations as the Licensor makes and notifies to the Licensee from time to time.

9. Expenses

- 9.1. To pay all expenses and fees (including bailiffs' fees) incurred by the Licensor in taking action against the Licensee in consequence of any breach by the Licensee of its obligations under this Licence or the contemplation, preparation and service of a schedule of dilapidations or in connection with every application for consent made under this license.

10. Insurance

- 10.1. To insure any business or personal effects or belongings and to insure against all public and employers' liability.

11. Acknowledgements

- 11.1. The Licensee acknowledges that:
- 11.1.1. the Licensor has retained keys to the Facilities for the purposes of gaining access at any time;
 - 11.1.2. this Licence is personal to the Licensor and creates no tenancy;
 - 11.1.3. that the Licensor retains possession of the Facilities.

12. Licensor's covenant

- 12.1. The Licensor covenants with the Licensee to provide the Services as set out below:
- 12.1.1. Utilities including a supply of heating and electrical power (for reasonable small office use).
 - 12.1.2. Daily refresh of the Facilities (emptying of bins and vacuuming as required) and a weekly clean.
 - 12.1.3. Insuring the Facilities as set out at 10.1 above.
 - 12.1.4. Maintenance and repair of the Facilities.
 - 12.1.5. Management of Facilities and relevant Supplier staff.
 - 12.1.6. Provision, repair and maintenance (limited to fair wear and tear) of furniture, furnishings and audio visual equipment (as set out in the Service Description).
 - 12.1.7. Access to the library at the College (on a self assisted use only – i.e. no librarian supported research) and the internet facilities in the library.
 - 12.1.8. Provision of a post handling service (incoming/outgoing post) excluding postage costs.
 - 12.1.9. but excluding, the supply, install, operation and support all IT, communication, telephone and printing services.

13. Further agreements

- 13.1. The Licensor is entitled to terminate this licence by entering any part of the Facilities whenever:
- 13.1.1. The monthly payment of the Price is seven days late even if it was not formally demanded;
 - 13.1.2. the Licensee has not complied with any covenant in this licence;
 - 13.1.3. any of the following occur in relation to the Licensee (being a corporate body):
 - 13.1.3.1. the Licensee is insolvent as defined in section 123 of the Insolvency Act 1986 or section 224 of the Insolvency Act 1986 in the case of an unregistered company;
 - 13.1.3.2. any step is taken in connection with a voluntary arrangement or a compromise or arrangement for the benefit of creditors;
 - 13.1.3.3. any step is taken in connection with an administration process;
 - 13.1.3.4. a receiver, manager, administrative receiver, administrator or provisional liquidator is appointed;
 - 13.1.3.5. the commencement of a voluntary winding-up (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect);
 - 13.1.3.6. the presentation of a petition for a winding-up order or the making of a winding-up order; or
 - 13.1.3.7. dissolution or striking off from the Register of Companies; or
 - 13.1.4. any of the following occur in relation to the Licensee (being an individual):

- 13.1.4.1. the presentation of a bankruptcy petition or the making of a bankruptcy order;
or
- 13.1.4.2. any step is taken in connection with a voluntary arrangement or a compromise or arrangement for the benefit of creditors; or
- 13.1.4.3. the making of an application for or granting of a debt relief order.

The termination of this licence does not cancel any outstanding obligation which the Licensee owes to the Licensor.

- 13.2. The Parties hereby agree that section 5.2 of the General Terms and Conditions does not apply to any Service that constitutes a Lease as specified in the Service Description.
- 13.3. This License is personal to the Licensee and the Parties hereby declare that neither this Licence nor anything done by the Licensor or the Licensee shall be deemed to grant or vest any easement or other right, title or interest in the Facilities or the Facilities nor to create the relationship of landlord and tenant between the Parties.
- 13.4. The Licensor is not liable for any loss, damage or inconvenience which may be caused by reason of temporary interruption of the Services or breakdown of or defect in any plant and machinery, or conducting media in the Facilities, the Facilities or any other part of the Venue.
- 13.5. The Licensor is not liable for any accident or injury suffered in the Facilities or damage to or loss of any goods or property of the Licensee sustained in the Facilities, or any act, omission or negligence of any employee of the Licensor in the Facilities.

14. Substitution

- 14.1. The Licensor shall be entitled upon giving reasonable prior notice to the Licensee at any time to substitute for the rooms initially allocated hereunder as the Facilities (or for any rooms substituted under this provision) any rooms or premises of a similar size or which are reasonably comparable at the Venue.

15. Termination

- 16. In addition to the rights at section 13 of the General Terms and conditions, the Supplier shall have the right to terminate this agreement by giving three months notice and without any liability to the Customer.

SITE VISTOR AND DELEGATE CODE OF CONDUCT

Code of Conduct

Applicability

This Code of Conduct as set out by Capita Business Services Limited and Fire Service College Ltd (“Supplier”) applies to all attendees to the Fire Service College site, including, but not limited to day visitors, course delegates, learners and trainers. The contracting entity (“Customer”) shall ensure compliance with this code of conduct.

Site Attendees includes all persons entering the Fire Service College (FSC) site in connection with the Customer including, but not limited to delegates, learners, visitors, Customer staff, guests and contractors.

The Code of Conduct

1. The Customer for whom personnel are attending the Fire Service College (the “Venue”) shall;
 - 1.1. ensure that site attendees do not bring any animals or pets of any kind to the Venue, except and with prior agreement, assistant animals or service dogs in training;
 - 1.2. ensure that site attendees read and comply with the emergency and fire evacuation notices at the Venue. The Delegates must only use the fire equipment in case of an emergency. The Supplier reserves the right to invoice the Customer for costs incurred due to improper use of the fire equipment at the Venue by the Customer and / or site attendees;
 - 1.3. ensure that the number of site attendees in the rooms (including but not limited to classrooms and bedrooms) does not at any time exceed the maximum capacity notified to the Customer by the Supplier;
 - 1.4. ensure that site attendees are at all times whilst in the Venue wearing site passes in the form approved by the Supplier, except where risk assessed activities, including but not limited to incident ground exercises, require their temporary removal;
 - 1.5. ensure that all site attendees are aware that smoking and vaping is prohibited at the Venue, apart from in designated smoking shelters or at least 5m from a building or covered walkway;
 - 1.6. ensure that at the end of the service period the facilities are clean, undamaged and all waste is appropriately bagged and/or disposed of. Any damage caused due to improper / careless use of our facilities will be charged to the Customer;
 - 1.7. not, without the Supplier's prior permission in writing, use any intellectual property rights belonging to the Supplier such as courseware, the Supplier's name or logo;
 - 1.8. ensure that by 8.30am on the day of departure that (unless agreed by prior arrangement):
 - 1.8.1. all accommodation is vacated by the Delegates;
 - 1.8.2. delegates are expected to remove all belongings, belongings that are left will be disposed of by Facilities, except where otherwise agreed in writing; and

- 1.8.3. all keys are returned to the Supplier.
 - 1.9. Photography of the FSC facilities, staff and guests should only be undertaken with prior approval of the Supplier;
 - 1.10. ensure that the use of drone on site is prohibited without prior approval and all relevant documentation as per the FSC UAV Policy;
 - 1.11. ensure that all site attendees are aware that outside of normal office hours site security teams act on behalf of the FSC management and will enforce site rules;
 - 1.12. ensure that all vehicles are parked in the correctly designated locations;
 - 1.13. ensure that all drivers of vehicles hold the correct vehicle licences and insurances and will abide by the Highway Code at all times while driving on site;
 - 1.14. ensure that site attendees hold suitable and sufficient public liability insurance for their activity, copies of which must be shared with the Supplier;
 - 1.15. ensure that all site attendees will not work under the influence of drugs or alcohol. Only alcohol purchased on site can be consumed within site facilities;
 - 1.16. ensure that all site attendees are not taking any prescribed medication that may impair their ability to work;
 - 1.17. ensure that all site attendees only enter areas of the site to which they have express permission and the relevant inductions;
 - 1.18. ensure that all contractors working on behalf of the customer adhere to the site contractor policy;
 - 1.19. ensure that all site attendees will take reasonable care of themselves and others who may be affected by their actions. Including, but not limited to behaviour, use of and/or interference with equipment;
 - 1.20. Ensure that all site attendees are in good health and have appropriate fitness and competence for the planned activities and are not a danger to other persons at the FSC, it is the responsibility of site attendees to report any issues regarding their health, fitness and competence that may affect their ability to carry out any activity and any injury or change to health, fitness and competence during their attendance on site; and
 - 1.21. Ensure that site attendees do not interfere with the lawful use and enjoyment of the facilities of the FSC by others and such behaviour at the FSC is considerate to such use by other parties.
2. The expected behaviour of all delegates in compliance to this Code of Conduct includes:
 - 2.1. showing respect for different viewpoints and experience;
 - 2.2. allowing others to speak and ask questions;
 - 2.3. be graceful in acceptance of constructive criticism and learn from it;
 - 2.4. to appreciate that people will have different skills, levels of knowledge and expertise;

- 2.5. to challenge and/or report unacceptable behaviours at all times;
- 2.6. to ensure your communication is appropriate for a professional audience including people of many different backgrounds;
- 2.7. to be kind to others, do not insult or put down other delegates at any time when on site;
- 2.8. to not use language or display behaviour that is, or may be perceived as, threatening, intimidating or verbally abusive this may be resulted in you being asked to leave with immediate effect;
- 2.9. to not be discriminatory against others – including ageist, disablist, homophobic, racist, sexist, and transphobic language;
- 2.10. to not use language or display behaviours that are derogatory or malicious to other individual delegates, members of the public or FSC staff;
- 2.11. to not make unsubstantiated allegations about others, including FSC staff;
- 2.12. to not take any action which may prevent other delegates from participating in their event/course;
- 2.13. to not prevent or obstruct FSC staff from carrying out their duties; and
- 2.14. to ensure that yourself and your colleagues are safe at all times and report anything that you feel may be of concern.