

## TRAINING AGREEMENT

**Logico NE Limited T/A Logico Training Limited** (Logico), a company registered in England and Wales under number 13699151 of 18 Parsons Court, Welbury Way, Aycliffe Business Park, Newton Aycliffe, Co. Durham, DL5 6ZE ('the Trainer' of 'We'); and

**The Customer** who is listed within the booking confirmation.

**Definitions** The definitions set out in this Clause apply to this Agreement.

<b>Agreement</b>	the agreement between Logico and the Customer which comprises the details within the services "Training Agreement" and these terms and conditions.
<b>Accreditation</b>	accreditation by DVSA and The Chartered Institute for Logistics and Transport (CILT) as an approved centre for delivery of the training services in connection with the DCPC, Transport Manager CPC, Transport Manager Refresher and Operators Awareness Course.
<b>Commencement Date</b>	the date of the booking confirmation.
<b>Customer</b>	the Customer identified as the party to this Agreement on the booking confirmation sent by email, whether a business entity or an individual. Where the Customer is an individual any reference in these terms and conditions to "driver", "drivers", "its" driver or employee shall be a reference that individual.
<b>Course Checklist</b>	the form to be completed by the Course Tutor and the Customer before Training can be provided.
<b>Fee(s)</b>	any training costs and charges payable to Logico by the Customer for the Training as set out in the booking confirmation;
<b>Intellectual Property Rights</b>	all patents, rights to inventions, copyright and related rights, rights in software, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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 relating to Logico, owned by Logico or acquired by Logico from time to time.
<b>DVSA</b>	Driver Vehicle Standard Agency for driver CPC training
<b>CILT</b>	The Chartered Institute for Logistics and Transport for Transport Manager CPC, Transport Manager Refresher and Operator Licence Awareness (OLAT) Training
<b>Materials</b>	all documents, information and materials used by Logico or provided by Logico to the Customer in relation to the Training.
<b>Training Location</b>	the place identified in the Location of the booking confirmation which precedes these terms and conditions, and which may include online training.

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## Training Services

Logico has been authorised by DVSA to deliver DCPC Training and CILT to deliver Transport Manager CPC, Transport Manager Refresher and OLAT training to the Customer in accordance with the terms of this Agreement.

Training will be provided at the Training Location unless agreed otherwise in writing by both parties

Logico's maximum liability to the Customer for the delivery of the Training, or where relevant the cancellation of the Training, shall be limited to a refund of the Fees paid by the Customer and, in the event of a postponement or cancellation, shall only be payable if the Training is not rearranged for a subsequent date in accordance with Fees and cancellations.

## Customer Obligations

The customer shall pay the fees in accordance with the training, all training fees must be paid within 28 days of the commencement of the training date.

The Customer shall procure that its employees attend the Training Centre or online course on the appointed date to receive the Training. The customer shall bring with them all items notified to the Customer as being required on the Course Checklist. This shall include the driving licence photocard, passport and any other ID listed.

The Customer will be responsible for any Fees as may be notified to it by Logico.

The Customer agrees that it shall not and that it will procure that any of its employees shall not use the Materials for any purpose other than receipt and implementation of the Training from Logico.

## Location of Training

The location of training will be confirmed on the booking form and joining instructions, whether to be classroom or online.

## Records

The customer will cooperate with Logico regarding the provision of information required for keeping in accordance with the Training or as otherwise required by Logico or the accreditation.

The Customer, if an individual, agrees to or, if a business entity, agrees to procure that its employees, complete and return the customer feedback forms that will be issued at completion of each stage of Training.

If the information referred to in Customer Obligations and Records is not provided or is provided late or in incorrect form, Logico shall have no liability to the Customer for a failure to register any driver for Training with CILT or the DVSA, and no refund shall be due.

## Fees & Cancellations

In consideration of the provision of the Training the Customer shall pay to Logico the Fees.

Fees are payable prior to any training taking place.

A cancellation by a Customer will only be valid where made in writing and, if the training is cancelled by the customer for whatever reason more than 28 days before the training commences, the customer shall have the option of:

1. a 50% refund of the fees payable;
2. or the rescheduling of the training at a subsequent date within a six month period to be agreed by both parties.

The Fees are exclusive of VAT which shall be payable in addition by the Customer at the prevailing rate.

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## **Intellectual Property Rights**

As between Logico and the Customer, all Intellectual Property Rights and all other rights in the materials shall be held by Logico.

The Customer's sole right in relation to the Materials is to utilise them for the purposes of receiving Training from Logico. The Customer may not use or licence others to use the Materials for any other purpose whatsoever.

## **Termination**

This Agreement shall become effective on the Commencement Date and shall continue in force until such time as the Agreement is terminated by Logico in accordance with this Clause 8 or otherwise cancelled in accordance with the agreement.

Logico may terminate this Agreement without cause upon providing at least three months written notice to the customer.

Logico may terminate this Agreement immediately by written notice to the Customer where the Customer:

1. fails to pay any Fees due in accordance with the terms of this Agreement;
2. commits a material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
3. uses or permits a third party to use the Materials other than in accordance with this Agreement;
4. This Agreement will automatically terminate where Logico loses its Accreditation.

## **Consumer Rights**

The provisions of this Clause apply only where the Customer contracts as an individual, rather than a business entity, and is therefore deemed to be a consumer for the purposes of the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation. In those circumstances, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies. In particular, you have the following additional rights:

1. a right to cancel any booking for Training at any time within fourteen (14) calendar days of the booking having been made ("the cancellation period") unless the training has already taken place, in which case the customer acknowledges that any such rights have expired.
2. If the Customer wishes to cancel after the cancellation period, the Customer may do so in accordance with fees & Cancellations, and the provisions of fees & Cancellations shall apply.
3. If the Customer wishes to cancel pursuant to Consumer Rights, the Customer is requested to call the Company on 01325 952887 or email [training@teamlogico.co.uk](mailto:training@teamlogico.co.uk), providing a clear statement of cancellation before the end of the cancellation period. If the Customer cancels within the cancellation period the Company will provide the Customer with a full refund of any payment received, within fourteen (14) days following receipt of notice of cancellation. The Company will use the same method for reimbursement as used for initial payment unless otherwise agreed. In all other circumstances the provisions of Clause 7.4 shall apply and appropriate adjustments to reflect the correct amount of refund and/or payment from the Customer shall be made.

## **Use of Personal Information (Data Protection)**

All personal information that Logico may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Fair Processing Notice, available on request or from our web-site.

## **Miscellaneous**

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No purported variation of this Agreement shall be effective unless made in writing signed by or on behalf of the parties.

No failure or delay by Logico in exercising any rights under this Agreement means Logico has waived that right, and no waiver by Logico of any provision of these Terms and Conditions means that Logico has waived any subsequent breach of the same or any other provision.

This Agreement may be executed in two or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction.

### **Marketing**

The Customer hereby confirms that Logico NE Limited may contact you directly via email with details of offers available from Logico NE Limited or Logico Training Limited.