



TERMS & CONDITIONS FOR IFTC COURSES (2020 version)

1. Introduction

1.1. These terms and conditions apply to a Course(s) booked by the Customer which is to be delivered by Serco's International Fire Training Centre, a trading name of Serco Limited, and no other terms and conditions shall apply. These terms and conditions shall apply from the time a Course booking is accepted by IFTC and such shall, along with the Data Processing Charter and Privacy Policy, as located on IFTC's website (<https://iftcentre.com/>) constitute the Agreement between IFTC and the Customer (each a Party, together the Parties).

2. Definitions

In these terms and conditions, the following words shall have the meanings given in this clause:

- 2.1.** "Agreement" shall mean these terms and conditions, the Data Processing Charter, Privacy Policy;
- 2.2.** "Course(s)" means the relevant training course booked by the Customer and provided by (or via) the IFTC;
- 2.3.** "Customer" means the Party that has booked a place on a Course for one or more Students;
- 2.4.** "Data Liability Event" means any of the following events: (i) a Data Loss Event; (ii) a breach by either Party of its data protection obligations under the Agreement; (iii) any other breach by either Party of its obligations under Data Privacy Laws;
- 2.5.** "Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the other Party under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data Breach;
- 2.6.** "Data Privacy Laws" means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- 2.7.** "Data Processing Charter" means the data processing terms available on IFTC's website (<https://iftcentre.com/>);
- 2.8.** "IFTC" means the International Fire Training Centre which is owned and run by Serco Limited (a company incorporated in England and Wales (registered no. 242246) whose

registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY), and which is the provider of training services under these terms and conditions;

2.9. “Personal Data” and “Data Subject” have the meanings given under the Data Protection Act 2018;

2.10. “Privacy Policy” is IFTC’s fair processing notice available on IFTC’s website (<https://iftcentre.com/>);

2.11. “Processing” has the meaning given under the Data Protection Act 2018 (and “Process”, “Processed” and “Processes” shall be construed accordingly);

2.12. “Serco” means Serco Limited (a company incorporated in England and Wales (registered no. 242246) whose registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY;

2.13. “Student(s)” means an individual(s) who attends a Course

3. **Course(s)**

3.1. IFTC will deliver the Course in accordance with the relevant Course material issued by IFTC. The Course content may be subject to change at the point of delivery, however in such an event all learning outcomes will still be delivered in full.

3.2. On receipt of the request for a place on a Course IFTC will, subject to the availability, confirm the Course booking, including the dates when the Course will be delivered. Within an agreed time period thereafter the Customer will confirm the names of the Students who will be attending the Course.

4. **Course Location**

4.1. The Course will be delivered at IFTC's premises at Teesside International Airport, England unless otherwise agreed between the Parties.

5. **Fees**

5.1. The Course fee shall be as per the published rate card which is subject to annual review. All fees are priced in GB Pounds Sterling and subject to VAT payable by the Customer at the prevailing rate.

5.2. Payment terms – Unless as otherwise agreed between the Parties all payment will be due within 30 days from the date of invoice. IFTC reserves the right to request full fee payment should a Student not present themselves for the Course. Confirmation and acceptance of a Student’s booking is at the discretion of IFTC in the instances when payment is not received prior to Course commencement.

5.3. Interest on outstanding sums shall become payable by the Customer at 8% above the HSBC Bank Base Rate applicable on the date of invoice.

5.4. IFTC reserves the right to refuse admission of a Student to the Course or to the accommodation, in the instances when payment is due prior to Course commencement but such payment has not been received.

6. Course Accommodation

6.1. Unless otherwise agreed, the fees for Courses delivered at IFTC's premises include accommodation and meals (the latter being three meals per day Monday to Friday and two meals (brunch and evening meal) per day Saturday and Sunday).

7. Protective Clothing and Equipment

7.1. Unless otherwise agreed, IFTC will provide Students with personal protective clothing. Any Students requiring personal protective clothing of a size greater than XXL must advise IFTC at least one week prior to course commencement.

8. Cancellation

8.1. The Customer may cancel a Course and receive a full refund of the Course fees by providing more than 30 calendar days' written notice to IFTC prior to the Course commencement date. If written notice is provided between 30 – 15 calendar days prior to the Course commencement date then a fee of 50% of the Course fees will apply. For any cancellation for which a written notice is received less than 15 calendar days prior to the Course commencement date no refund will be provided and the Customer will be liable for 100% of the Course fee.

8.2. IFTC may cancel any Course providing full reimbursement of Course fees if 30 or more days' written notice is given prior to the scheduled Course commencement date. If IFTC cancel any Course with less than 30 days' notice they will also reimburse the Customer any economy ticket flight costs upon receipt of flight tickets and / or bookings.

9. Course Transfers & Booking Amendments

9.1. A Customer may request a transfer for its Student(s) from one Course to another, or to the same Course but on a different delivery date. Transfer requests must be issued in writing, email is acceptable to bookings@iftc.co.uk.

9.2. The Customer will be liable for any uplift in fees as a consequence of transferring to an alternative Course where the Course fee is more than the fee for the original Course.

9.3. Upon receipt of a transfer request IFTC will confirm if a transfer is possible. Where a transfer request has been issued providing more than 60 calendar days' notice prior to the date of the booked Course, and if accepted by IFTC, the Customer will be able to transfer at no charge.

9.4. Any transfer request that is received with less than 7 calendar days' notice prior to the date of the booked Course will be rejected and if the Customer confirms that the Student(s) will not attend the booked Course then the Course booking will be classed as cancelled and the provisions of Clause 8.0 will apply.

9.5. Customers are limited to 2 transfers of an original Course booking and transfers must be performed within 12 months from the anticipated start date of the original Course.

10. Students

10.1. IFTC reserves the right to withdraw any Student from the Course if in its reasonable opinion it considers that the Student is not suitable or fit to attend the Course. The Customer must ensure that Students are suitably qualified and or experienced to undertake

the Course, are physically fit (and do not have any respiratory or heart disease), possess the required level of mobility in line with Course demands and can withstand physical exertion and the wearing of breathing apparatus in smoky conditions.

10.2. Students will be required to comply with all relevant IFTC rules, regulations, and codes of conduct whilst on IFTC's premises.

10.3. IFTC may, at its own discretion, expel any Student who by reason of disruptive behaviour or misconduct proves themselves to be unfit to complete the Course. Under these circumstances full Course fees will be payable.

11. Certificates

11.1. Unless otherwise specified by IFTC, on successful completion of the Course, the Student may be awarded a certificate by IFTC. The decision of IFTC as to whether a Student has successfully completed the Course shall be final and conclusive.

12. Insurance

12.1. IFTC will arrange such third-party liability and indemnity insurance as it considers appropriate. Copies of the insurance certificates are held on IFTC's premises and copies can be provided to the Customer upon request.

13. Care and Skill

13.1. IFTC will comply with all relevant health and safety legislation and will exercise reasonable care and skill in training Students and providing the Courses.

14. Liability and Indemnity

14.1. The Customer understands that during delivery of certain Courses the Students may be exposed to potential danger. Although IFTC will exercise reasonable care and take reasonable precautions, the Customer agrees to indemnify and hold harmless Serco from and against all claims, damages, losses, costs or expenses incurred by Serco in respect of, personal injury (including injury, illness or disease resulting in death) and/or loss of or damage to any property other than to the extent such loss, damage or injury is due to, or arises from either the negligence of Serco, its employees or contractors whilst in the performance of the Service, or as a result of fraudulent misrepresentation by Serco.

14.2. The Customer also agrees to indemnify and hold harmless Serco from and against all claims, damages, losses, costs or expenses incurred by Serco in respect of a Data Liability Event for which the Customer is liable.

14.3. To the maximum extent permissible under English law, the total aggregate liability of Serco to the Customer or its Students shall not exceed the fees for the Course, whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising in connection with the Course.

14.4. In no event will Serco be liable to the Customer for (a) economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description howsoever caused; and/or (b) indirect or consequential loss or damage, howsoever caused which is suffered or incurred by the Customer.

14.5. Serco shall not be liable for any loss, damage, costs, fines or expenses or other liabilities, including such incurred by third parties, as a result of the Customers' and/or the Students' attendance at the Course and/or their reliance or use of any outputs from the Course or materials provided and/or developed during the Course, including but not limited to reports, plans, procedures and training materials.

15. Termination

15.1. Either Party may forthwith terminate this Agreement by notice in writing if:

15.1.1. The other Party is in material breach of this Agreement and, unless the breach is irremediable, fails to remedy such breach within 14 days of written notice;

15.1.2. The other Party goes into liquidation or is made bankrupt, a receiver is appointed over any of its assets or business, or an Administrator of the Customer is appointed, or it passes a resolution for voluntary liquidation (other than as part of a bona fide scheme of amalgamation or reconstruction).

15.2. Termination of this Agreement shall be without prejudice to any accrued rights or remedies to either Party.

16. Force Majeure

16.1. IFTC shall not be liable for non-performance or delay of performance which is due to any cause beyond its reasonable control including (without limitation) inclement weather, fire, flood, industrial action (other than that involving IFTC), explosions, government regulations and orders and acts of God.

17. Intellectual Property Rights

17.1. All intellectual property rights in the Course material shall vest in and remain with Serco or its licensors.

18. Confidentiality

18.1. The Customer and Students shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer and/or Students by IFTC, its employees, agents, consultants or subcontractors and any other confidential information concerning IFTC's business or its products which the Customer and/or Students may obtain.

19. Data Protection

19.1. Each Party shall comply with the terms of the Data Processing Charter which forms part of this Agreement

19.2. The Customer warrants and undertakes that the Customer has taken all steps necessary as required under Data Privacy Laws, including: (i) providing appropriate fair processing notices in accordance with GDPR Article 13 or 14 (as applicable); (ii) ensuring that there is a legal basis for Serco and its sub-processors to Process the Personal Data in accordance with the Agreement; and (iii) informing Data Subjects of this legal basis.

20. Notices

20.1. All notices to IFTC shall be in writing, in English and sent to IFTC at the International Fire Training Centre, Durham Tees Valley Airport, Darlington, Co Durham, DL2 1NU (for the attention of the Business Operations Manager) and to the Customer at such address as they may have given to IFTC.

21. Remedies

21.1. Neither Party shall be deemed to have waived any rights or remedies unless such waiver is in writing and signed by a duly authorised officer of the Party making such a waiver.

22. Amendments

22.1. No amendments to this Agreement shall be valid unless they have been made in writing and executed by duly authorised officers of both parties.

23. Severance

23.1. If any provision or part-provision of this Agreement 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 this Agreement.

24. Governing Law and Jurisdiction

24.1. This Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts unless the parties agree to arbitration.

25. Entire Agreement

25.1. This is the entire agreement between the Customer and IFTC as to the Course and all other agreements, understandings or representations not expressly included or referred to in this Agreement are hereby excluded.

26. Contracts (Rights of Third Parties) Act

26.1. The Parties do not intend any item of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this Agreement.