

# PETA LIMITED

## TERMS OF BUSINESS

### DEFINITIONS

- PETA:** PETA LIMITED, the registered company (number 1653178) and the registered charity (number 296065).
- Client:** Any member or non-member company, organisation, or individual receiving any service from PETA.
- Service:** Course, seminar, workshop, tutorial, programme, project, consultancy, company visit, trainee placement, trainee monitoring, NVQ assessment or verification and any other activity or event, together with any related materials, equipment and support provided to a Client and identified by a written service agreement between PETA and the Client.

### TERMS OF BUSINESS

1. The Client will be invoiced for service(s) on the basis of either: payment with order, staged equal monthly increments, value of service provided monthly, course commencement, or any other method agreed in writing. Payment being required within 28 days of the dated invoice unless otherwise specified in the service agreement. All sums referred to are exclusive of VAT which must be included in the payment due to PETA.
2. PETA reserves the right to charge interest on the balance of all outstanding fees at the rate of 2.5% above the prevailing base rate of Lloyds Bank PLC from time to time, such interest to be payable from the date(s) that the sums fall due until payment is made in full.
3. PETA reserves the right to suspend or terminate the performance of the service in the event that the Client: fails to provide their own input to the training session/service, fails to pay any invoice within fourteen days of its due date or goes into liquidation. In the event of other breaches of the agreement PETA reserves the right to give a fixed period of notice to bring the agreement to an end earlier than the end of the period.
4. PETA reserves the right to use approved external tutors and consultants to deliver a service and, where appropriate (to facilitate specific expertise and/or additional support), to sub-contract all or part of any service at any time in order to fulfil the requirements of the service agreement.
5. PETA reserves the right to change staff or vary the number of staff who are involved in the provision of service and, circumstances permitting, undertakes to use its best endeavours to notify the Client of any such amendment prior to service commencement.
6. If PETA provides the Service using any property vehicles tools equipment materials or other facilities ('Facilities') that are provided by the Client, it shall be the sole responsibility of the Client to ensure that these Facilities are safe and adequate for the provision of the Service and that they comply with all relevant legislation and that all necessary legal rights exist for the use of these Facilities. PETA shall be under no liability for any failure or deficiency in the provision of the Service arising from any problem with these Facilities. If at any time PETA becomes aware of a problem with these Facilities which may prevent or impede the delivery of the Service, PETA may by notice to the Client suspend or withdraw the provision of the Service without liability to the Client. The Client must indemnify PETA against any liability to a third party arising from the use of these Facilities.
7. The Client undertakes not to offer employment to, or enter into any agreement to accept services from, any PETA employee, individual or organisation who is providing services for and on behalf of PETA for a period extending from the commencement of any service to six months following completion of any service, without PETA's written approval. Where the Client receives information, materials or documents which are confidential to PETA the client undertakes responsibility to maintain such confidentiality both during and after the period of this agreement.
8. PETA reserves the copyright and all other intellectual property rights provided to the Client, and requires that such ideas, documents, materials and intellectual property rights arising out of the service provided by PETA are for the exclusive sole use of the Client for the purpose of the service provided.
9. Cancellation or postponement of a service is valid only when the Client notifies PETA in writing (fax or e-mail acceptable). Any cancellation or postponement notified less than fifteen (15) working days before commencement of a service, or Client visit date, the Client will be liable to pay the following charges plus any other charges relating to costs already incurred by PETA on behalf of the Client.

<b>Working Days</b>	<b>Cancellation</b>	<b>Postponement</b>
11 – 15	25% of fee	No Charge
6 – 10	50% of fee	25% of fee
<b>Less than 6</b>	<b>100% of fee</b>	<b>50% of fee</b>

Clients who postpone an event (service) and fail to re-arrange it to take place within a period of six months from the original date the service was due to commence will be charged the balance of the postponement fee or the full fee if a postponement fee has not previously been charged.

10. In addition to any sums due under clause 9, PETA reserves the right to charge a cancellation or transfer administration charge of 10% of the fee.
11. Client nominees/delegates who fail to attend an event (service) will be charged at the full fee.
12. Should it be necessary for PETA to terminate the service being provided due to circumstances outside the control of PETA, then PETA reserves the right to terminate this agreement and the limit of PETA's liability shall be to give written notice to the Client of such cancellation, refund any payments or deposits made in advance of service performance, and no further liability is accepted.
13. Should any liability arise which is due to incorrect action or breach of contract on behalf of PETA then this is limited to the fixed price of a specific service or the annual cost of an ongoing service and no further liability is accepted.
14. These terms of business together with any order form or written service agreement are the entire agreement between PETA and its Client. Failure by PETA to enforce these terms and conditions on one specific occasion does not constitute a waiver of the terms and conditions throughout the period of the contract. Any dispute arising from these terms and conditions of business which cannot be resolved between PETA and the Client will be referred to a mutually agreed independent arbitrator whose decision will be final.