



Centrum House
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Part A

Terms and Conditions for WORKFORCE CREATION

The following Terms and Conditions (T&C) relate to WORKFORCE CREATION, hereinafter known as 'the Company' and these T&C hereafter referred to as the Agreement.

1. Where specified all prices quoted are NOT subject to VAT unless otherwise stated. Where VAT is being charged it will be charged at the rate in force at the time that the service is provided.
2. Any amendments to the details of this Agreement must be agreed with the Company at least 14 days prior to the event or when the service is scheduled to be delivered.
3. All products or services will be separately itemised in relation to level of service and support. These should be considered in conjunction with these Terms and Conditions.
4. The Directors accept Personal Liability for amounts contracted for with the Company
5. We have a strict blanket policy of requesting deposit in advance for significant products/service and full payment within 14 days of invoice and prior to the commencement of service provision.
6. Where a FREE service is provided customers are still bound by our T&C in so far as service standards and provisions, timelines and conduct is concerned. Customers are expected to proceed as though this was a commercial contract despite the specified service being FREE for a specified period. Deviations could have impacts on other areas of our service and this could result in charges. Please refer to Part B of T&Cs
7. Where we provide an ongoing service all payments should be up to date at the point of receipt. In the event that service payments are not up to date services will be postponed or withdrawn.
8. Where a maintenance service is contracted for online services we provide 24/7 maintenance with expected up time of 99.8 %. Any upgrades or changes would be considered additional and would require to be negotiated at the point of arising.
9. Where a full programme is purchased we have a discretionary 3-6 part payment alternative arrangement which may be granted. We also in extreme cases allow other payment plans but this is rare. This alternative would only be made in extenuating circumstances. **Any alternative arrangement pattern will be given in writing.**
10. Where a client defaults the company has the right to revert to the original T&C and to request the full balance immediately. The client will be notified if T&C are operating. Services will be suspended where default arises.
11. Where a client is in arrears the Company reserves the right to suspend services until the account has been brought up to date. Due to the nature of our programme any suspension could have a significant effect on the Company and any of its suppliers for the scoped works.

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Any costs arising from the suspension will be borne by the client in arrears and not by the Company.

12. All causes beyond the Company's control such as fire, shortages of food, drink, supplies or labour, industrial disputes, bad weather or Force Majeure, etc, will not mean the Company is liable for any delay in performing or failing to perform its duties.
13. Where services are being provided in the form of training the orderly conduct of any Client or their guests and staff is the responsibility of the Client.
14. A booking for a product or service where 3 part payment is in operation and which is subsequently cancelled by the Client is liable to payment of the Company cancellation. Fees as follows includes developments but excluding online software packages in most cases:-
 - ❖ The total charge for the event if notice is received less than 14 days prior to the event
 - ❖ 50% of the total charge for the event if notice is received more than 14 days prior to the event
 - ❖ Software and development are paid in advance and should the client default or cancel in line with T&C ordinarily there would be no adverse effect and the matter would be considered settled.
15. The Company shall not be liable for any loss or damage to the Client's property, howsoever caused. During training sessions the Client shall indemnify the Company against all costs, charges, claims, expenses, demands and liabilities incurred by or made against the Company as a result of the negligence or wilful default of the Client or any of its guests or staff.
16. Personal liability - Persons attending an event do so at their own risk and on the strict understanding that the Company does not accept liability for personal injury or damage.
17. All accounts are payable immediately for one off services, within 14 days for ongoing service unless specified otherwise in writing. We do not accept cheques or cash payments. All payments should be made by electronic means or paid through your bank.
18. Where defaults in payment occur the Company reserves the right to charge interest at the rate of 8% over the normal base rate compounded daily. **The client will be notified when such charges arise.**
19. These T&C take effect from the time of contracting with the Company.
20. From time to time we may vary our T&C. Clients will be notified in writing of any changes taking effect.

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Part B

Terms and Conditions for Free Website

1. Definition and Terms - In this Agreement, "We," "Us," and "Our" refer to Workforce Creation ; "You," "Your," and "Yourself" refer to the entity utilizing the Workforce Creation free web hosting service; "Our Site" refers to the websites located at the URLs: <http://WorkforceCreation> . Workforce Creation provides its service to You, subject to the following Terms of Service ("TOS"). We may amend this Agreement at any time by posting the amended terms on Our Site The amendment shall automatically become effective three (3) days after they are initially posted on Our Site. In addition, when using particular Workforce Creation services, You shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into this TOS.

2. INDEMNITY

You agree to indemnify and hold Workforce Creation , and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Content You submit, post to or transmit through the System, Your use of the System, Your connection to the System, Your violation of the TOS, or Your violation of any rights of another.

3. PROHIBITION AGAINST RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the System, use of the System, or access to the System.

4. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Workforce Creation may establish general practices and limits concerning use of the System, including without limitation the maximum number of days that email messages or other uploaded Content will be retained by the System, the maximum number of email messages that may be sent from or received by an account on the System, the maximum size of any email message that may be sent from or received by an account on the System, the maximum disk space that will be allotted on Workforce Creation 's servers on Your behalf, and the maximum number of times (and the maximum duration for which) You may access the System in a given period of time. You agree that Workforce Creation has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the System. You acknowledge that Workforce Creation reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Workforce Creation reserves the right to change these general practices and limits at any time with or without prior notice.

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5. MODIFICATIONS TO SYSTEM

For our FREE services Workforce Creation reserves the right at any time to modify or discontinue, temporarily or permanently, the System, or any part thereof with or without prior notice. You agree that Workforce Creation shall not be liable to You or to any third party for any modification, suspension or discontinuance of the System.

6. TERMINATION

For our FREE service You agree that Workforce Creation may terminate Your password, account, Workforce Creation Site, use of the System, or use of any other Workforce Creation service, and remove and discard any Content within the System, for any reason, including, without limitation, for lack of use or for our paid service if Workforce Creation believes that You have violated or acted inconsistently with the provisions of the TOS. Workforce Creation may also, at any time, discontinue providing the System, or any part thereof, with or without prior notice. You agree that any termination of Your access to the System under any provision of this TOS may be effected without prior notice for our FREE service and with contractually agreed notice for other contracted services., and acknowledge and agree that Workforce Creation may immediately deactivate or delete Your account and Workforce Creation Site and all related information and files in Your account and Workforce Creation Site and/or bar any further access to such files or the System. Further, You agree that Workforce Creation shall not be liable to You or any third-party for any termination of Your access to the System.

7. OTHER GROUNDS FOR TERMINATION

We reserve the right, in our sole discretion, to terminate your free hosting service with respect to any domain name that you subsequently transfer to another registrar. You understand and acknowledge that your continued use of our free hosting service is conditioned on your domain remaining registered with us and not violating our other stated conditions.

8. LINKS

The System may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Workforce Creation has no control over such sites and resources, You acknowledge and agree that Workforce Creation is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Workforce Creation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

9. Workforce Creation 'S PROPRIETARY RIGHTS

You acknowledge and agree that the System and any necessary software used in connection with the System ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the System or advertisers is

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10. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- A. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Workforce Creation EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- B. Workforce Creation MAKES NO WARRANTY THAT (i) THE SYSTEM WILL MEET YOUR REQUIREMENTS, (ii) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SYSTEM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SYSTEM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SYSTEM IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Workforce Creation OR THROUGH OR FROM THE SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Workforce Creation SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Workforce Creation HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SYSTEM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY

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GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SYSTEM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SYSTEM; OR (v) ANY OTHER MATTER RELATING TO THE SYSTEM.

12. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS PROVIDED IN SECTIONS 18 MAY NOT APPLY TO YOU.

13. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

The System is provided for informational purposes only, and no Content included in the System is intended for trading or investing purposes. Workforce Creation shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the System, and shall not be responsible or liable for any trading or investment decisions made based on such information.

14. NOTICE

Notices to You may be made via either email or regular mail. The System may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to You generally on the System.

15. MODIFICATION

We may modify any of the terms and conditions contained in this TOS at any time and in Our sole discretion. A change notices will be posted on Our Site and shall be effective after three (3) days after they are posted on Our Site.

16. GENERAL INFORMATION

This TOS constitutes the entire agreement between You and Workforce Creation and governs Your use of the System, superseding any prior agreements between You and Workforce Creation . You also may be subject to additional terms and conditions that may apply when You use affiliate services, third-party content or third-party software. The TOS and the relationship between You and Workforce Creation shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions. You and Workforce Creation agree to submit to the personal and exclusive jurisdiction of the courts located in the United Kingdom. The failure of Workforce Creation to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties agree that the court should proceed to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the System or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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17. VIOLATIONS

Any violations of the TOS should be reported to Us immediately via support ticket. In the event that You breach any of the above provisions of this Agreement, You agree that We may terminate Your use of Our System. In the event such a breach occurs by You, We will post a page from Your domain name stating that You have violated Our terms and conditions of service.

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