

International Recruitment Solutions Limited

These terms and conditions apply to those who purchase our training, coaching, mentorship services.

1. Definitions

“Agreement”: means the contract you have entered by purchasing the services to which these terms and conditions apply.

“Bespoke Training”: refers to training tailored to a Customer’s specific requirements including but not limited to creation of new and tailored training materials.

“Course Materials”: material provided to the individual participants at an Engagement for the purpose of the Services.

“Customer”: means an individual, firm, company, or other commercial enterprise to whom Services are provided.

“Engagement”: refers to each individual piece of bespoke In-house training requested by the Customer.

“IRS”: means **International Recruitment Solutions Limited** with registered office at 7B, Second Floor, 189 Brompton Road, Next to Harrods, Knightsbridge, London, SW3 1NE (“IRS”).

“Intellectual Property Rights”: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get- up, rights in goodwill, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Public Courses”: refers to training delivered by IRS to multiple customers at IRS or alternative location from that of the Customer.

“Quote”: refers to the price quoted in a proposal document, contract or any other form of formal communication.

“Services”: services to be provided by IRS to the Customer under the Agreement which include public scheduled courses, on-site training courses.

“Third Party”: refers to any outside party, contractor or consultant which IRS may choose to deliver the Services.

“Working Day”: every week day apart from Saturday, Sunday, and United Kingdom statutory holidays.

2. General

2.1. These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.

2.2. By placing an order for Services from IRS you warrant that you are legally capable of entering into binding contracts on behalf of the Customer, and acknowledge that where a purchase order is issued for the ordering of such services, these Terms and Conditions will prevail over any terms and conditions contained within any such purchase order.

2.3. Where a customer has a specific agreement or contract in place for alternative services provided by IRS, the Customer acknowledges that for any instances of training, and/or where there is a conflict of terms and conditions, these Terms and Conditions will apply for any training unless expressly acknowledged in writing by IRS.

2.4. IRS reserves the right to modify these terms and conditions and vary any course content or personnel from time to time.

2.5. Except as set out in these terms and conditions, any variations, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the parties.

2.6. IRS shall provide the Services requested, and as described in any IRS written proposal, exercising reasonable skill and care at all times.

2.7. The Agreement shall be governed by the English Law. Any dispute under the Agreement shall be submitted to the exclusive jurisdiction of the English courts.

2.8. The parties are each independent contractors. Nothing in the Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.

2.9. IRS may assign or sub-contract its obligations or rights under the Agreement to a competent third party in whole or in part. The Customer may not assign the Agreement in whole or in part except with IRS's express written consent.

2.10. By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 1998 and related legislation and that we are entitled to process such data for the purposes of providing your contracted Services.

3. Warranties

IRS warrants to provide the Services with all the care and skill to be executed of a qualified and competent contractor experienced in undertaking services of the same kind as the training. There is no guarantee that the customer will receive an offer of Skilled Worker 2 Sponsorship at the end of this training and internship as this is entirely

dependent to the performance and agreement between the customer and proposed Sponsor offering internship.

3.1. If the Services performed are in breach of clause 3, IRS will at its option make good the performance, re-perform the Service, or refund the Customer.

3.2. The obligations in clauses 3.1 will not apply where:

- a) the defective of the Service concerned was based upon information supplied by or varied from the normal Service at the specific request of the Customer; or
- b) the Customer failed to notify IRS of the defect within 14 days of the supply of the Service.

4. Customer Obligations

4.1. Where IRS is required to perform the Services on Customer premises, the Customer agrees to provide a full and safe working environment for IRS's staff and contractors including any relevant safety wear and equipment as may be necessary in performing the required Services.

4.2. The Customer agrees to ensure that IRS's staff and any sub-contractors engaged by IRS are informed of all relevant health & safety requirements of the Customers site at the outset of any Services performed.

4.3. The Customer other than an individual agrees to have in place suitable employer's liability and public liability insurance at all times that the Services are performed by IRS on the Customer's premises.

5. Fees & Payment

Fees

5.1. Any prices quoted to the Customer for the provision of Public Courses will be based on prevailing price lists in force at that time. Such price lists are subject to change and amendment at any time.

5.2. Prices quoted for Public Courses which are run from IRS Venue include day conference venue fees but exclude any required overnight accommodation where applicable which will be subject to a separate fee and terms and conditions.

5.3. Prices quoted for the provision of In-house training are provided on a bespoke basis, dependent on the Customers' requirements on a job by job basis and are only valid for 30 days from the date of any written quote.

5.4. Any discounts offered by IRS to the Customer for the provision of services are offered against published price lists or standard rates in force at the date of quote, and

such discounts or offers are unable to be used in conjunction with any other offers available at that time.

5.5. All fees are quoted exclusive of VAT, which will be charged at the prevailing rate.

5.6. All fees quoted are for the provision of services only and exclude any travel or subsistence or other expenses unless otherwise stated on the course literature.

5.7. All fees are subject to annual or other such periodic review and amendment in order to take into account the changing nature and variation of wages, materials and other costs in providing the services to the customer. IRS reserves the right to accordingly adjust fees at any time to take account of such increases in cost.

Payment terms

5.8. All training courses (both Public courses and In-house training) are billable in advance and are payable 7 days prior to the course delivery date, or in the case of bespoke training courses, the later of 7 days prior to the course delivery date or the customer approval of the course design, but in any event prior to the commencement of the course.

5.9. Any Public courses booked within 7 days of the course commencement date are payable on booking.

5.10. IRS reserves the right to refuse attendance on any Public course which has not been paid in advance. IRS further reserves the right to refuse to deliver any In-house training which isn't paid in advance and will be subject to the cancellation terms as set out in clause 5.

5.11. Any fees outstanding beyond agreed terms are subject to a late payment interest charge of 5% above the Bank of England base rate prevailing at the end of each month that such debt is outstanding.

5.12. The Customer warrants in all instances that where a valid Customer purchase order is required to be quoted on any invoices, the Customer will provide such purchase order details as necessary in order to facilitate payment in good time and for the full value of any service provided.

5.13. IRS is not liable under any circumstances for the failure of the Customer to provide any necessary purchase order information as may be required, and the Customer accordingly acknowledges that all fees are due and payable according to the IRS's terms and conditions in the instances where a valid purchase order has failed to be provided.

Refer and earn payment table :

IRS will pay the following amount for each referral of the following services

Services	Referral payment offered
Contracts	£200
Website development	£200
Sponsor licence	£300
CQC - complete package	£400
Web/software application	£500
Switch within the UK	£1000
UK sponsorship from abroad	£1300

IRS will only pay the referral once the payment by the client is complete. To be eligible for the referral the paying client must confirm that you have referred the client by either writing your name in the form here (<https://irslimited.co.uk/start>) or by written confirmation. IRS will only pay one referral per client. The referral is only valid for the introductory service.

6. Cancellation & Termination

Cancellation

6.1. Cancellation charges including those levied for transfers, deferrals or postponements of services are charged in accordance with the table of charges set out below. All charges are exclusive of VAT.

6.2. Charges are applied to the full list price of any course or standard day rates in force at the date of cancellation.

6.3. All cancellations, transfers, deferrals or postponements must be received in writing by the Institute.

4. IRS reserves the right to cancel, defer or postpone any training services at any time at its discretion with no liability to the Customer. In such circumstances IRS will offer the Customer an alternative date. IRS accept no liability if, for whatever reason the course fails to take place - this includes hotel accommodation, flights and/or any travel.

6.5. Where IRS cancels a course and is unable to offer an alternative date to the Customer, then the Customer will be refunded in full any fees paid. For the avoidance of doubt IRS is under no obligation to provide a refund where an alternative date is offered but is refused by the Customer.

6.6. Substitution of course attendees will be at IRS's discretion.

Termination of Agreement

6.7. This Agreement will continue to apply to all training arrangements provided to the Customer until such time that terms and conditions are changed.

6.8. IRS may at its discretion terminate or suspend this Agreement upon 10 days' notice to the Customer if:

- a) the Customer ceases to trade or otherwise terminates business operations;
- b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;
- c) fails to make payment in accordance with the terms and conditions of this Agreement

6.9. IRS may at its discretion immediately terminate or suspend this Agreement if the Customer commits a material breach, or a series of breaches the combination of which constitutes a material breach and the Customer fails to remedy such breach(es) with 10 days after receipt of notice giving details of breach(es) and requiring them to be remedied.

7. Staff & Contractors

IRS shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. IRS shall have discretion as to which of their employees or self-employed agents, contractors or third parties ("Third Party") are assigned to perform the services.

8. Intellectual Property & Confidentiality

8.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by IRS.

8.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such material is conditional upon IRS obtaining a written licence from the relevant licensor on such terms as will entitle IRS to licence such rights to the Customer.

8.3. All Course Materials are the exclusive property of IRS.

8.4. Each party acknowledges and agrees that any and all information concerning the other's business or the terms of the Agreement including these terms and conditions is confidential ("Confidential Information") and each party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person

(other than its own employee, agent or sub-contractor where the same requires such information for the performance of the Agreement) unless such duplication, use or disclosure is specifically authorised in writing by the other party, or is required by the operation of law.

Confidential information does not include information which at the time of disclosure is or comes into the public domain (other than by the unauthorised act of the disclosing party).

The parties shall take all reasonable steps to ensure that their employees, agents and sub-contractors keep Confidential Information confidential. This clause 8.4 shall survive termination of the Agreement.

8.5. The Customer undertakes to keep all Publications materials created by IRS confidential and not to copy, publish or distribute any such information, materials or documents to any third party without IRS's prior written consent (save where such information is in the public domain or the Customer is required to disclose such information by law).

9. Force Majeure

IRS shall be entitled to delay or cancel delivery of any services or to reduce the amount of services delivered if it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

10. Liability & Insurance

10.1. Nothing in these terms and conditions shall limit or exclude IRS's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2. IRS's aggregate liability including the liability of their partners, agents, subcontractors and employees in respect of any services provided to the Customer by IRS in connection with your service contract will be limited to the total fees payable by the Customer for the service.

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10.3. IRS's shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Customer, even if IRS had been advised of the possibility of the Customer incurring the same.

10.4. Advice is provided in good faith, but without responsibility.

10.5. The Customer shall to the fullest extent permitted in law, indemnify and hold harmless IRS and its Third Parties from and against any and all claims, damages, losses

or expense, arising out of or resulting from any injury or damage sustained on the Customer's premises or for which the Customer is responsible.