

Training Services Agreement

This agreement is entered into this day of , 2009, between Mediationwise, of 108 Esmond Rd., London W4 1JF ("Mediationwise") and whose registered address is ("Client").

Introduction

Mediationwise is in the business of delivering negotiation and mediation skills training and the parties have agreed that Mediationwise should provide the Services to the Client, upon the terms of this agreement.

1. Definitions

"Client Project Manager" means [].

"Commencement Date" means [].

"Confidential Information" means all information which is in the nature of a trade secret or is business sensitive, or which is of a private nature relating to any employee or agent of the Client, and which is not in the public domain.

"Services" means the training services for which a detailed specification is set out in the Schedule.

"Services Fee" means the fees set out against the relevant Services, in the Schedule. The Services Fees are expressed net of VAT in the Schedule.

2. Commencement and Term

This agreement shall run from the Commencement Date and shall continue until [], unless terminated early pursuant to Clause 6 below.

3. Services

- 3.1 Mediationwise shall carry out the training Services set out in the Schedule, at the times set out in the Schedule unless otherwise agreed in writing with the Client. Mediationwise shall deliver the Services on the Client's premises unless otherwise agreed.
- 3.2 Mediationwise shall consult with the Client throughout the term to ensure that each training deliverable comprising the Services is suited to the particular needs and requirements of the Client and shall obtain written clearance from the Client Project Manager where any instructions are varied for any reason.
- 3.3 Mediationwise shall deliver the Services promptly and to a consistently high standard, as such standard may be expected from a specialist mediation skills trainer.
- 3.4 If the Client commissions any services over and above those Services specified in the Schedule, Mediationwise shall provide an estimate of time and costs of such extra work and will finalise a quote and specification for the further work which the Client Project Manager must agree to in writing and in advance before these are added as Services under this agreement.
- 3.5 Mediationwise agrees to maintain for the benefit of its training staff suitable professional indemnity insurance with a reputable insurer providing coverage at least in the equivalent amount of £1 million for each claim and in the aggregate and will provide the Client on request with evidence of such insurance being a letter from its broker confirming such coverage with the intent that such insurance will remain in force during the term of this agreement and for a period of three years after termination for any reason.

4. Client obligations

- 4.1 The Client will nominate the Client Project Manager who shall have all necessary and appropriate authority to scope out training requirements for the Client, and who will meet as and when necessary with the Mediationwise representative to this end.
- 4.2 The Client will pay the Services Fees within fourteen (14) days of invoice, plus VAT if applicable.

5. Cancellation policy

- 5.1 Where the Client is unable to use the Services it has commissioned and notifies Mediationwise of this at least one (1) week in advance, then Mediationwise will use its best endeavours to re-schedule such training at a time which is mutually acceptable to both parties.
- 5.2 Where the Client has to cancel any of the Services deliverables less than one (1) week in advance, then the Services will nevertheless be payable in full (as Mediationwise cannot reasonably replace such training opportunity).

6. Early termination and dispute resolution

- 6.1 Either party may terminate this agreement at any time, upon written notice, upon the other party failing to observe or perform any of its obligations hereunder and, if such breach is remediable, failing to remedy the breach within seven (7) days of receiving notice in writing from the non-defaulting party; or
- 6.2 Either party may terminate this agreement at any time, upon written notice, with immediate effect upon the other party passing a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction) or should a court make an order to that effect, or if it is declared insolvent or proposes to make an arrangement or composition with its creditors or has a liquidator or receiver appointed, or any analogous step is taken in connection with its insolvency.
- 6.3 In the event of a dispute arising between the parties, each party agrees to seek to negotiate in good faith a reasonable settlement agreement before seeking legal recourse. If necessary, the Client will escalate the dispute from the Client Project Manager to such person's line manager.

7. Force Majeure

If performance by either party of its obligations under this agreement is prevented, restricted or delayed by reason of any circumstances beyond its control including industrial disputes or disturbances, act of God, fire, storm, flood, vandalism, unavailability of supplies or utilities or such other event outside of such party's control, then that party shall be excused from the performance of such obligation without liability to the extent of the prevention, restriction or delay but if such delay continues for a period of one (1) month then the non-defaulting party may terminate this agreement forthwith by written notice to the other.

8. Confidentiality

Mediationwise understands the business sensitive nature of the Confidential Information to which it may be privy. Mediationwise agrees to keep such Confidential Information strictly confidential and not to divulge it either within the Client staff or to any third party unless: (a) it is already in the public domain through no fault of Mediationwise, or (b) the Client so agrees in writing and in advance.

9. Miscellaneous

- 9.1 Neither party may assign this agreement without the prior written approval of the other.
- 9.2 Mediationwise warrants that it shall comply with all applicable data protection legislation as it impacts upon its Services obligations under this agreement.

9.3 This agreement constitutes the entire agreement between the parties about the subject matter of this agreement and supersedes all earlier discussions, understandings and agreements between the parties.

9.4 The governing law of this agreement shall be that of England and Wales and the parties submit to London as jurisdiction for any litigation arising in relation to this agreement.

THE PARTIES have signed and entered into this agreement on the date written above:

SIGNED for and on behalf of
Mediationwise

.....
Name and title:

SIGNED for and on behalf of
Client

.....
Name and title:.....

**Schedule
Training Services**

Training specification	Timing	Services Fee
Mediation awareness [] candidates [] hours		[Per delegate or per training deliverable]
Negotiation skills training [] candidates [] hours/days		[Per delegate or per training deliverable]
Bespoke training services [detail]		[Per delegate or per training deliverable]
Other TBA		