



## QSB Consulting Ltd

### Public Training Contractual Terms and Conditions

#### 1. Definitions

**1.1** Your contract is with QSB Consulting Ltd ("QSB"), trading online as [www.qsbc.co.uk](http://www.qsbc.co.uk) and [www.publicsixsigmatraining.co.uk](http://www.publicsixsigmatraining.co.uk).

**1.2** The booking is made by the Client named on the Course Registration Form ("the Client").

**1.3** The "Order Date" is the date that QSB Consulting receives the completed and signed Course Registration Form ("CRF")

#### 2. General

**2.1** QSB requires course bookings to be confirmed in writing by the Client by the submission of a completed and signed Course Registration Form(s) to QSB.

**2.2** Upon receipt of a Course Registration Form and acceptance of these Terms and Conditions, QSB shall, subject to availability, confirm receipt and acceptance of the Course Registration Form(s), and send essential information and course instructions.

### 3. Payment and costs

**3.1** QSB shall invoice the full course fee to the Client upon receipt of the completed Course Registration Form.

**3.2** Unless otherwise agreed in writing between QSB and the Client, the invoice shall be payable in full within 45 days of the invoice date or 10 days prior to commencement of the course, whichever date shall occur first.

**3.3** It is the responsibility of the Client to provide all information required by the Client's Accounts Payable department, including specifically a valid Purchase Order number if required.

**3.4** Once a Completed Registration Form has been submitted and accepted by QSB, the Client organisation shall be liable for the course fees and rejection of an invoice by a Client's Finance department shall not remove the liability of the Client in respect to the course fees.

**3.5** The course fee covers training, course materials, certificate, lunch and refreshments during the day (8:30 to 17:30 with the exception of a 10:00am start on Mondays and 15:00 finish on Fridays).

**3.6** In the event that the Client fails to make payment to QSB of any monies due, compound interest shall accrue thereon at the higher of either 12.5% per annum or the annual rate of 5% over and above the base rate charged by QSBs' bankers for the time being and, in either case, that interest shall be compounded monthly.

**3.7** For clarity, the course materials for Green Belt and Black Belt courses include:

- Training Manuals
- **Six Sigma and Minitab** Pocket Guide
- **Six Sigma Tool Finder** software (Individual named licence).

**3.8** For clarity, the course materials **do not** include the Minitab software which is required for Green Belt, Black Belt and other Minitab based courses.

**3.9** Travel, accommodation dinner, breakfast and all other incidental costs are the responsibility of the delegate and are not included in the course fee. Limited accommodation will be available at the training venue and must be arranged and paid for directly with the hotel by the delegate, if required.

**3.10** All costs and course fees are subject to VAT where applicable

## **4. Cancellation and substitution**

### **4.1 Cancellation by the client:**

4.1.1 The course fee is 100% non-refundable in the case of cancellation by the client.

4.1.2 The client may substitute delegates prior to and during the training in order to utilise their delegate space.

4.1.3 Only one set of training materials shall be provided per delegate space.

### **4.2 Cancellation by QSB:**

4.2.1 QSB reserves the unfettered right to cancel, postpone or otherwise make alterations to any training course at any time for a variety of reasons including but not limited to illness, overbooking or insufficient demand.

4.2.2 In the event that the course is cancelled by QSB, every effort will be made to accommodate delegates on an alternative course or a full refund payment will be made.

4.2.3 QSBs' liability will be limited to the cost of the course; under no circumstances will QSB be liable for any consequential losses. In the event that the course is postponed by QSB, it will notify the Client at the earliest opportunity and offer dates upon which the Client may elect to attend the postponed course. Once the Client has elected to re-schedule the course, these terms and conditions apply as if the course had been initially booked for the re-scheduled date.

4.2.4 For clarity, QSB shall not be liable to the Client for any costs or expenses incurred as a result of a course cancellation by QSB, including but not limited to, any cancelled accommodation costs at the venue or otherwise.



## **5. Copyright and Indemnity**

**5.1** The Client acknowledges that all intellectual property rights (including copyright) in the training materials and techniques remain the sole property of QSB Consulting and any tape recordings or copies made of course materials will be an infringement of copyright unless agreed in advance and in writing by QSB Consulting.

**5.2** All information provided by QSB Consulting is given in best faith and QSB Consulting will not be held responsible for actions taken by the Client, any other individual or organisation as a result of the information provided during the training course.

## **6. Liability**

**6.1** Without prejudice to any of the foregoing clauses, it is hereby agreed that QSB has no liability to the Client pursuant to contract or any duty at common law or pursuant to statute or otherwise for any losses (including lost profits), damages, compensation, costs or expenses whatsoever arising from or in connection with QSBs' advice or failure to advise or arising from or in connection with any breaches of contract or breaches of any of the said duties or howsoever arising or from QSBs' exercise of any of its rights and/or remedies under these terms and conditions.

## **7 Other**

**7.1** These Contractual Terms and Conditions shall override any other Contractual Terms and Conditions that may exist between the QSB and the Client or that may be presented by the Client, with respect to the provision of this Public Training to the Client's delegates. Any other Contractual Terms and Conditions already in place shall remain in force with respect to the provision of other general goods and services by QSB directly to the client.

**7.2** The Client agrees that it shall provide, at its own cost, each of its delegate with a laptop computer with Excel, Powerpoint and Minitab software pre-installed (version 14 or 15) for the duration of the course (excluding Lean Six Sigma Awareness courses).

**7.3** The Client agrees that it shall not seek to recruit or otherwise entice into alternative employment or engagement QSB's personnel for the duration of the Public Training and twelve (12) months thereafter. In the event that the client breaches this condition, the client expressly agrees to pay QSB a referral fee equal to six (6) month's gross salary offered by the client to the relevant QSB personnel. In the case where the relevant QSB personnel is remunerated on a daily rate by the Client, the referral fee shall be equal to the fees for 120 days.

**7.4** If any delegates of the Client, whilst at or in the vicinity of the training venue, become engaged in or associated with any disruptive or anti-social behaviour (which includes smoking save other than in designated areas), QSB may require them to leave forthwith or may decline to permit them to attend or resume attendance on the course. In the event that QSB so exercises its discretion, no refund shall be made to the Client.

**7.5** These terms and conditions are governed by the laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over all matters and disputes arising from or connected with the subject matter of these terms or their existence.