

ESP Professional Services Terms & Conditions of Business

- ESP Training Services

Terms and Conditions for Trainers

DEFINITIONS

Course Outline

A document containing information about a course, stating its audience, goals and issues which are covered during the course.

Trainer(s)

The Trainer(s) is/are the person(s) providing a course.

ESP Professional Services

ESP Professional Services of 109-111 Parliament Road, Middlesbrough

Customer

The Customer is a person or an organization to whom the course is provided.

THIS AGREEMENT AND PARTIES

This agreement is made between ESP Professional Services and the Trainer.

No change to this agreement or terms shall be binding unless agreed in writing by ESP Professional Services.

PROVIDING COURSES

Trainer's Remuneration

Trainer's remuneration is usually expressed as a daily rate for a specific course. In most cases the daily rate is negotiated with the Trainer for each course individually.

Remuneration is paid 30 days after the last day of the course.

Training Materials

The training materials can be provided by:

- ESP Professional Services, from ESP Professional Services training materials repository
- A Third Party
- The Trainer

In the case of the Trainer providing us with materials, the Trainer can charge us separately or can include the charge in the trainer's daily rate. If the trainer required ESP to provide copies of the training material this can be provided at a cost that will be agreed with the trainers on an individual basis

Quality Control

New Trainers

All trainers who have worked previously for ESP or are known to the Directors are deemed to have met our quality controls requirements unless informed by us in writing.

All others trainers will be required to complete our registration process and submit a Trainer Application Form (available on the ESP web site). Only on satisfactory completion of the form and registration of the trainer by ESP will the trainer be permitted to carry out services on behalf of ESP.

The trainer will be required to provide evidence that they have current CRB clearance if ESP or the Customer requests it. Costs incurred in providing this documentation will be the responsibility of the trainer.

If you are a new trainer we may ask you to prepare a short presentation for our internal group, or you will start with a course for our internal people.

Trainer's Responsibility and Accountability

It is the responsibility of the trainer to make ESP aware if there is any reason that they are constrained by law or for any other reason from discharging agreed services for a particular Customer and/or at a particular location

After each training session that has been conducted, we ask our Customers to fill out the Training Evaluation Form, so we know whether a Customer is satisfied or not.

The training evaluation form is available at www.ESP Professional Services.co.uk

If the average of results in the trainer section of the form is unsatisfactory, we will investigate the cause of Customer's dissatisfaction.

If the cause of Customer's dissatisfaction is related to poor quality of the trainer's preparation or lack of knowledge, we can renegotiate the Trainers remuneration down to 30% of the previously agreed amount.

NEW COURSE OUTLINES

Submitting New Course Outlines

You can create course outlines at any time.

Copyrights to a Course Outline

By submitting a course outline, you agree to lease it to us, free of charge, but you keep all rights to it, including copyright and moral rights.

Other Trainers, ESP Professional Services Moderators and Your Course Outline

If ESP Professional Services or one of other Trainers make some amendments and you do not object to them, ESP Professional Services or a Trainer will own the copyrights to the changes. You cannot reproduce or use the modified outline(s) without written permission from ESP Professional Services.

Course Outlines and Training Provision

We will ask you, as the author of the course, in the first instance to provide the training. If you cannot or do not want to provide the course, with your agreement, one of the other ESP Professional Services Trainers will provide the course.

No Third Parties Or Recruitment Agencies

We will not accept registrations from recruitment agencies or third parties working on behalf of the trainer. These registrations will be immediately removed for reasons of breaching ESP Professional Services' policies.

COMPETITION AGREEMENT

The Trainer (and any other parties introduced by the Customer to ESP Professional Services representatives directly or indirectly) will not, under any circumstances, conduct any direct negotiations with Customer representative (or parties introduced by them directly or indirectly) in respect of this or any other planned work without prior approval in writing from ESP Professional Services. Any loss of actual or future business resulting from such negotiations will be charged to the Trainer at a rate of £1000 per day for each man day of lost business or at the value of the lost business whichever is greater. This clause doesn't exclude charging the Customer according to Terms and Conditions.

SOLICITATION

Until twelve months after completion of the Training Event or termination of the agreement, whichever is the later, neither party (unless agreed otherwise in writing) will solicit the employment or services of any personnel of the other party who has been engaged in connection with the Agreement. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first twelve months of his new employment or service contract, or £650,000 whichever is the higher.

Please note: The trainers terms and conditions may be updated from time to time and you will notified about this via email.

LIMITATION OF LIABILITY

ESP Professional Services shall have no liability at any time for any direct or indirect losses arising out of the negligence or other conduct of trainers acting on its behalf (including liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with the conduct of trainers this. ESP Professional Services shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

To be signed and dated by the Consultant

Name: _____

Signed: _____

Dated: _____

Signed and dated on behalf of ESP

Name: _____

Signed: _____

Dated: _____