

Code of Practice

These conditions and arrangements and any attached schedules shall constitute the whole evidence of the contract between TEC Transnational Limited (hereinafter referred to as TEC), and the Client to the exclusion of all conditions and warranties statutory or otherwise not expressly incorporated therein. Any such agreement shall only be binding on TEC if under the signature of a TEC Director. No verbal representations or statements made shall be binding.

1. General Conditions

1.1 All TEC staff are under a professional obligation not to disclose to a third party any information confidential to the Client. Similarly, reports by TEC are for the use of the Client alone and may not be disclosed to third parties without TEC's prior written consent. **See also Privacy Policy on our website**

1.2 TEC undertakes not to employ or engage any member of the Client's staff associated with the assignment until at least two years after the end of the assignment. Similarly, the Client undertakes not to employ or engage the services of any of the staff of TEC concerned with the assignment, either during the assignment or for two years after the end of the assignment.

1.3 All recommendations are made by TEC in good faith and on the basis of information available at the time. However, since their achievement normally depends to some extent on factors outside TEC's control, no statement is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual term and no claim will lie against TEC if such a statement proves inaccurate.

1.4 When an employee or associate of TEC is required to act executively on behalf of a Client, TEC cannot accept responsibility for his acts or omissions. The Client shall therefore indemnify TEC against all costs, claims, damages and expenses for which TEC may become liable by reason of the acts or omissions of the employee/associate during this period.

1.5 When TEC staff are required to work on the client's premises, the Client will provide them with office accommodation, telephone and/or internet access without charge.

1.6 A contract with TEC shall be considered as a contract made in England and subject to English law.

1.7 Intellectual property rights in all work undertaken by TEC under this contract shall be vested in TEC. The Client shall have a free irrevocable licence to make use of the same for its own purpose.

1.8 Unless otherwise specified in writing by the Client TEC will have the right to use the Client's name in publicity material with the nature of the assignment involved.

2. Fee Arrangements

2.1 Fees are normally charged either to coincide with specified project 'phases' or on a time basis. The method of charging is agreed at the start of the assignment and is explicitly stated in the quotation.

2.2 Fees quoted in proposals remain valid for sixty days, but TEC reserves the right to amend proposals accepted after this period.

2.3 For 'flat fee' assignments the contract is for the total sum specified in the proposal. Should circumstances arise which could not reasonably have been foreseen at the time of the contract, the Client will pay an additional fee, in respect of the extra work occasioned by these circumstances, providing that TEC specifies both the circumstances and the work before incurring the additional expense.

2.4 For the time-based assignments the contract is normally on a monthly basis and may be terminated by one month's notice on either side. In special circumstances, as part of the terms of contract, a longer period of notice may be agreed. TEC staff record all time spent on behalf of the Client whether on or off his premises and this record forms the basis for the fee payable. Fee rates are reviewed from time to time in the light of operating costs and TEC will give one month's notice of any changes.

2.5 Travel and hotel expenses are re-charged at cost or paid directly by the client. The details of any such arrangement would be agreed in advance with the Client.

2.6 For the time-based assignments, disbursements made by TEC on the Client's behalf (for example outsourcing, word processing, printing, publications and telephone calls) will be recharged at cost.

2.7 TEC will provide without charge a set of master sheets of all documentation and/or reports made in the course of an assignment. As an alternative, text based documentation can also be supplied electronically in Adobe pdf, Microsoft Word, Microsoft Excel, Microsoft PowerPoint format. The cost of further copies of documents/reports will be recharged to Clients as will special printing and binding. Separate arrangements will be made for the production and/or printing of specialised documents which will be subject to additional quotations.

2.8 Value Added Tax is charged, when applicable, in addition to fees and expenses.

3. Conditions of Payment

Invoices are submitted upon receipt of an order. Payment is required in advance of all public/in-house/virtual training, E-learning and consultancy services. Payment terms are fourteen days or prior to the start of all training/consultancy services (whichever is earlier) unless alternative arrangements have been agreed by both parties in writing. E-learning access details are only released once payment has been received with no exception permitted. TEC reserves the right to charge interest at the rate 3% above base rate per month on all amounts outstanding thirty days from the date of our invoice.

4. Limitation of Liability

All recommendations, surveys and forecasts in any proposal, report or other document are made in good faith and on the basis of information before us at the time. No statement in any proposal, report or document is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. In no circumstances shall TEC be liable for lost profits or other consequential damages and in all other circumstances the liability of TEC shall be restricted to the value of this contract.

5. Data Protection

TEC will at all times operate within their responsibilities under GDPR and the Data Protection Act 2018 and will expect Clients to operate accordingly.

6. Termination/Cancellation

If any sum payable to TEC under the terms of this agreement, or for any other services rendered, is in arrears and unpaid for thirty days after it has become due, or if there are any other unremedied breaches of the contract on the part of the Client, or if the Client be adjudged bankrupt, made an assignment or composition with its creditors, or being a company, go into liquidation, or have a receiver or manager of its business or undertaking appointed, then TEC may, without prejudice to any of its other rights, forthwith terminate the contract in writing to the Client.

In-house Training Services ~ In respect of cancellation by the client outside of 14 days of delivery a 50% fee of total charges is incurred and 100% of any non-refundable expenses to TEC whatsoever. 100% cancellation fees are incurred for cancellation by the client within 14 days of any booked session. However, postponement is permitted in exceptional circumstances prior, provided any additional expenses to TEC such as non-refundable air travel / deposits are covered.

Public/Virtual Course Training Services ~ In respect of public / virtual course training services, cancellation outside of 30 days will incur a 50% cancellation charge and 100% within 30 days of the training date. Postponement or a name change is permitted outside of 30 days of the training date; within 30 days of the event will incur training venue cancellation charges we have to pass on to the client. Public courses will be cancelled if minimum numbers are not met and TEC shall endeavour to offer alternative dates as soon as possible. If a clients' cancellation results in a training course being cancelled due to minimum numbers not being met then the full venue cancellation charges shall be passed onto that client.

TEC reserves the right to withdraw from any session should circumstances dictate; however, this would only arise in the event of exception and every effort to re-arrange will be made, thus there being postponement.

Implementation ~Services ~ Suspension or cancellation of a project by the client prior to completion will result in us charging for the balance due; consideration is given only in exceptional circumstances and such matters are considered on an individual basis.

All other details/terms are clearly stated within the body of the individual client proposal
