

INSOURCE STRUCTURED TRAINING COURSE SERVICE LEVEL AGREEMENT (SLA) & SUPPLEMENTARY TERMS & CONDITIONS

1. Definition

Insource will provide Services in the form of structured Training Courses to the Client.

2. Definition of Terms

- "Course" "Training Course", "Training Course Program" is the course(s) to be supplied to the Client under this SLA.
- "Course Fee" is the cost of the Training Course.
- "Course Outline" is the document that defines the overview of the Training Course, its content and other related information.
- "Services" is the provision of trainer-led classroom based, structured Training Courses.
- "Supplementary Goods and Services" are additional items that may accompany the Training Course such as material, handouts, exercises etc.

3. Methods of Delivery

The Services discussed can be provided by one or more of the following methods:

i. On-Client site

ii. Off-Client site

4. The SLA Period

The SLA Period is for the duration of the Training Course or Training Program. The Client must make suitable provision for the Training to commence within 3 months of order confirmation.

5. Services to be Delivered

Services are purchased based on the Course Fee quoted by Insource to the Client to deliver a standard Training Course, the Training venue hire and provision is not part of the Service. A Training Course will be for a maximum of 6 people per Course. The content, duration and Supplementary Goods and Services associated with each Course will be as per the Course Outline.

6. Obligations of Services to be Delivered

Insource reserves the right to cancel, curtail or re-schedule Training Courses without notice to the Client and without liability for financial penalty or compensation to the Client other than an amount limited to a refund of 100% of any Course Fees already paid by the Client in advance of the related Course.

Insource further reserves the right to refuse or curtail any Training Services if a delegate or substitute delegate attending on behalf of the Client fails to satisfy those requirements, or pre-requisites for such Course, as notified by Insource to the Client prior to the commencement of such Course.

Insource reserve the right to provide Services via Training personnel of its own choice.

7. Location & Facilities

The Client will provide the Training venue, of which the prerequisites will be made available to the Client in advance of the Training Course dates.

Should Insource be required to supply any of these elements then additional charges will apply over the standard Training Course cost and will be detailed in the Insource Purchase Agreement (IPA).

8. Charges & Fees

The Course Fee is based on a maximum of 6 delegates. Should the Client wish to have more than 6 delegates on the Training Course this is by separate negotiation, the detail of which will be contained within IPA.

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9. Cancellation Fees

Should the Client wish to cancel a scheduled Course, cancellation charges will apply as follows:

Notice Period	Cancellation fee	
(prior to commencement date)	(as a % of multiplier of the Course Fee)	
Greater than 5 days	0%	
Between 2 and 5 days	50%	
Between 1 and 2 days	75%	
Less than 1 day	100%	

10. Working Times

The duration of each day of the Training Course will vary depending on many aspects such as its content and the quality of the delegates, and therefore will not exceed 7.5 hours in any day and may be shorter. All Training Courses are conducted within a standard working day and a standard working week within the times of 8:00am to 6:30pm, UK time, Monday to Friday inclusive, excluding all UK Bank Holidays (Normal Working Hours).

Should Training Services be required to be carried out outside of Normal Working Hours then Insource will levy the following charges for the work:

Period	Multiplier
Outside of Normal Working Hours (Monday to Friday)	1.5
Saturdays	1.5
Sundays	2.0
Bank Holidays	2.0

11. Delegates

The Client must make the delegate list available prior to the commencement of the Course.

12. Additional Charges

Additional charges will be levied should extraordinary time be incurred by Insource in the provisioning and scheduling of the Training Course, or should time be incurred that is not directly associated with the provision of the Service, which may be as a result of, but is not limited to, reasons such as:

- Full, uninterrupted access to the Training facility.
- Information, personnel and resources from the Client are not made available when required at the agreed times, resulting
 in lost/wasted time by Insource personnel.
- Delayed start date.
- Difficulty in making contact with Client, and persistent non-returning of calls and messages.
- Unscheduled or extraordinary meetings or discussion with the Client relating to the project.

13. Course Dates and Times

As per the IPA.

14. Payment

All Course Fees and disbursements must be paid no later than 5 days prior to the commencement of the Course. Invoices will be raised by Insource in order for the Client to comply with this clause.

15. Other Conditions

This SLA must be read in conjunction with Insource Limited Standard Terms and Conditions of Trading and the associated Insource Purchase Agreement ("IPA") form. Insource Limited Standard Terms and Conditions are available on our website www.insource.co.uk.