



IKON Training Limited

Terms of Business

2025

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www.ikontraining.co.uk

IKON Training Ltd - Unit 5, Three Rivers Business Centre, Felixstowe Road, Ipswich, IP10 0BF, UK.
Company Registered in England and Wales as 05106703, VAT Number GB838068894



IKON Training Limited - Terms of Business

In these Conditions:

Booking	:	means IKON's written and signed acceptance of the Client's order for the Services which
Confirmation	:	shall be subject to these Conditions.
Client	:	is the person who accepts a quotation by IKON for the provision of the Services or whose order for the Services is accepted by IKON.
Conditions	:	are these terms and conditions of business, any special terms and conditions on the face of IKON's Cost Estimate or the Booking Confirmation.
Contract	:	is the contract for the provision of the Services entered into between IKON and the Client of which these Conditions, the Proposal and the Booking Confirmation form part.
Proposal	:	is a written cost estimate made by IKON's authorised representative and includes any quotation.
In Writing	:	includes electronic communications.
Services	:	the Services to be provided by IKON to the Client.
IKON	:	is IKON Training Limited, a private limited company, registered according to the laws of England, company registration number 5106703 and with registered office address at Unit 5, Three Rivers Business Centre, Felixstowe Road, Ipswich, IP10 0BF

Headings - The headings are included for convenience only and shall not affect the interpretation or construction of these Conditions.

1. APPLICATION OF CONDITIONS

1.1 - All Services are provided subject to IKON's prior approval of the Client's credit and to the Conditions.

1.2 - The Conditions shall govern the Contract to the exclusion of any other terms and conditions the Client purports to apply under any purchase order, specification, or other documents.

1.3 - No variation to these Conditions shall be binding unless agreed in writing by a director of IKON.

1.4 - Any typographical, clerical or other error or omission in any literature, quotation, price list, booking confirmation, invoice or other document or information issued by IKON shall be subject to correction without any liability on the part of IKON.

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2. CONTRACT

2.1 - The Proposal shall be deemed to be an invitation to the Client to make an offer to contract the Services subject to the Conditions.

2.2 - Any such offer by the Client shall not constitute a valid Contract until accepted by IKON's authorised representative, which acceptance shall be conveyed to the Client by service of a Booking Confirmation.

2.3 - The Proposal shall automatically lapse after 30 days of the date of the Proposal.

2.4 - The Client shall be responsible for ensuring the accuracy of the terms of any order and for giving IKON any necessary information (which shall include any specific tasks that IKON shall be required to perform) within a sufficient time to enable IKON to prepare for and to perform the Services.

3. PRICE

3.1 - All prices referred to in the Proposal are valid for the period specified in 2.2 and for any increase which may occur as a result of factors falling outside the control of IKON, which without limitation, shall include any of the following circumstances:

3.1.1 - where the Client has requested (whether before or after a Contract has been made) any variation whatsoever to the Services specified in the Proposal or Booking Confirmation or has requested any change to the date or time when the Services are to be performed.

3.1.2 - where IKON takes steps to comply with any statutory provisions from time to time in force, and any increases in the price charged to IKON of any equipment or goods bought in from outside suppliers to enable IKON to perform the Services; or

3.1.3 - where the provision of Services is suspended, varied, or otherwise delayed by the Client, including without limitation, any delay caused by:

(a) any variation of or to the order by the Client; or

(b) failure to provide IKON with sufficient information to enable IKON to perform the Services.

3.2 - IKON is VAT registered; VAT will be added to all invoices at the rate ruling at the contract date.

3.3 - VAT will be added to the price for the Services and shall be payable by the Client in accordance with the law applicable from time to time against an appropriate invoice.

3.4 - Proposals may be withdrawn at any time before the date on which the Contract is formed. The Company reserves the right to increase fees annually in line with inflation and increased costs.

4. CANCELLATION

4.1 - No Client order accepted by IKON through the service of a Booking Confirmation may be cancelled by the Client except with the agreement in writing of IKON. IKON shall only agree to such cancellation where the Client indemnifies IKON in full against all loss (including loss of profit), costs (including the cost of all labour and any materials used), damages, charges and expenses incurred by IKON as a result of such cancellation.

4.2 - In the event of cancellation or postponement of all or part of an order the Company reserves the right without prejudice to charge a cancellation fee as follows:

- Greater than 10 working days' notice = 0% of total order value

- Within 1 and 10 working days' notice of the agreed delivery date/time IKON reserve the right to charge up to 100% of the total order value, at their discretion.

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5. PAYMENT OF IKON'S CHARGES

5.1 - To assist with identification, please state your name and the invoices you are paying on your payment advice.

5.2 - If IKON permits a period of credit, this will be agreed upon in advance and in writing.

5.3 - Payment of IKON's charges shall be due within twenty-eight (28) days of the date of IKON's invoice for such charges.

5.4 - Payment of IKON's charges shall be in Pounds Sterling unless otherwise specified by IKON.

5.5 - On the due date for payment, the Client shall pay to IKON 100% of its Charges without any right of set-off, deduction, retention or withholding whatsoever. The time of payment shall be of the essence.

5.6 - Interest shall be payable by the Client on any of IKON's charges that the Client does not pay by the due date for payment ("the Due Date for Payment"). Interest shall accrue and be calculated daily, both before and after any judgement and until the date on which it is paid, at a rate equivalent to the rate prevailing at the Due Date for Payment as prescribed by the Secretary of State under section 6 of The Late Payment of Commercial Debts (Interest) Act 1998. Interest shall be compounded quarterly and payable on demand.

6. PERFORMANCE OF SERVICES

6.1 - Unless otherwise agreed in writing by IKON, the performance of the Services shall take place at the Client's place of business, or such other venue as shall be nominated by the Client and agreed to and detailed by IKON in the Booking Confirmation.

6.2 - IKON shall use its best endeavours to ensure that it keeps to any dates and times stated in the Contract as the relevant date or time when the Services are to be performed. However, IKON cannot guarantee that it will always be able to keep to the dates and times stated in the Contract. Accordingly, any dates specified by IKON are intended to be an estimate only and shall not be made of the essence by notice.

6.3 - Subject to the other provisions of these Conditions, IKON will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance of the Services (even if caused by IKON's negligence), nor will any delay entitle the Client to terminate or rescind the Contract unless such delay exceeds 180 days.

7. TERMINATION

7.1 - IKON shall have the right immediately to cancel or to suspend any Services without any liability to the Client, and, if the Services have been provided but not paid for, IKON's charges shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

7.1.1 - the Client fails to make any payment when due or breaches any provision of the Contract, and the Client has failed to remedy such breach within 30 days after receipt of notice in writing from IKON requiring the Client to do so.

7.1.2 - the Client makes or threatens to make any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or an encumbrancer takes possession, or a receiver, administrative receiver or administrator or any similar official under any overseas jurisdiction is appointed in respect of the whole or any part of the assets of the Client; or the Client ceases, or threatens to cease, to carry on business; or IKON reasonably apprehends that any of these events is about to occur in relation to the Client.

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7.1.3 - The Client commits or is a party to dishonest or fraudulent conduct in relation to the Contract. Distress or execution is levied upon the Client's property or assets which is not discharged within 14 days.

7.2 - The right of termination given by Clause 7.1 shall be without prejudice to any other right or remedy of either party in respect of any breach committed under the terms of these Conditions, which are expressed to survive termination and any provisions of the Contract necessary for the interpretation or enforcement of the Contract.

8. DEFAULT

8.1 - The Client shall fully and effectively indemnify IKON against the total expense to IKON arising out of the Client's breach or breaches of these Conditions. Such expense shall include (without limitation) (1) all expenses incurred by IKON in providing the Services (2) all court fees (3) all amounts payable to IKON's professional advisers (payable on an indemnity basis) in pursuing claims against the Client for breach or breaches of these Conditions and for enforcing any judgement/s and/or order/s (4) all amounts payable to IKON's insurers and/or debt recovery agents, in each case including anticipated sums payable by IKON only after payment of any sums from the Client.

9. WARRANTY

9.1 - IKON warrants only that the Services shall be provided with reasonable care and skill, but the Client shall require no greater obligations.

10. CLAIMS

10.1 - IKON shall not in relation to any Contract be liable to the Client for any increased costs, expenses, economic loss, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or IKON had been advised of the possibility of the Client incurring the same.

10.2 - IKON does not attempt to limit liability for personal injury or death caused by its negligence or the negligence of its employees or agents.

10.3 - Subject to the provisions of the Unfair Contract Terms Act 1977, all warranties other than those expressly set out in the Contract, conditions, representations whether written or oral or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.4 - To the extent the law does not permit the liabilities concerned to be excluded and save as otherwise expressly provided, IKON's entire aggregate liability for all claims shall be limited to damages of an amount equal to IKON's charges for the Services in question.

10.5 - The Client accepts that the limitations and exclusions set out in the Contract are reasonable having regard to all the circumstances including, without limitation, the charges that it will pay and has taken the opportunity to negotiate the Contract.

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11. CLIENT'S OBLIGATIONS

11.1 - Where the Client nominates a venue for the provision of the Services the Client shall be responsible for ensuring compliance with all health and safety laws and by-laws and other related requirements in connection with the provision of the Services and agreed to and detailed by IKON in the Booking Confirmation.

12. FORCE MAJEURE

12.1 - IKON shall (1) in any event not be liable for loss or damage and (2) be entitled to cancel or rescind the Contract if the performance of its obligations under the Contract is in any way adversely affected by any cause whatsoever beyond IKON's control including (but not limited to) the delays or default of any sub-contractor, or caused by any act of God, war, strike, lock-out, trade dispute, hostility, riot, fire, explosion, flood, accident to plant or machinery, shortage of materials or labour sabotage, lack of adequate fuel, power, injunction, compliance with governmental laws, regulations or orders, breakage or failure of machinery or apparatus, or any other cause whether or not of the class or kind enumerated which affects performance of the Contract arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of IKON.

13. GENERAL

13.1 - The Client may not assign any of its rights under the Contract without the prior written consent of IKON. IKON may assign all or any of its rights under the Contract without any requirement to notify or obtain the further consent of the Client.

13.2 - No delay or failure by IKON in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by IKON of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by IKON shall be effective unless in writing.

13.3 - If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.4 - The Contract shall constitute the entire agreement between IKON and the Client concerning the supply of the Services and shall replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).

13.5 - Any notice, request, instruction or another document given hereunder shall be delivered, sent by first class post or email to the other party's address as set out in the Booking Confirmation (or such different address as may have been subsequently notified). Any such notice or other document shall be deemed to have been served, if delivered, at the time of delivery, if sent by first class post, upon the expiration of 48 hours after posting if the recipient of the notice is within the UK or 5 days if the recipient of the notice is outside the UK and if sent by facsimile shall be deemed to have been delivered upon transmission to the correct number provided such notice is confirmed within 48 hours by either delivery or posting a copy by first class post to the appropriate address.

13.6 - Nothing in these Conditions, any Proposal or any Booking Confirmation shall confer on any third party any benefit or the right to enforce any term contained therein.

13.7 - The parties agree that this Contract shall be constructed in accordance with English law and for the exclusive benefit of IKON that the Courts of England are to have the exclusive jurisdiction to settle any disputes which may arise in connection with this Contract; but the Client agrees that IKON shall be entitled to bring proceedings in connection with this Contract in any other court of competent jurisdiction.

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