

Quest Partnership Terms & Conditions 2015

Last updated 20 Aug 2015

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1. Meanings of Words and Terms

- 1.1 In these conditions the following words have the following meanings:

Candidate: any respondent to any of the questionnaires or tests covered by this Agreement;

Candidate Data: any data relating to the candidate (including Personal Data) collected during the Client's use of the Products, or collected by the Client during its use or sale of the Products;

The Client: the person(s), firm or company who purchases the Products and/or Services from the Company;

The Company: Quest Partnership Ltd;

Contract: any contract between the Company and the Client for the sale and purchase of the Products and/or Services, incorporating these Conditions;

Order: the order placed by the Client with the Company for the supply of the Products and/or Services;

Products: any products supplied to the Client by the Company (including any part or parts of them);

Registered User: the named individual qualified to use the Restricted materials and approved to do so by the Company;

Restricted Materials: any psychometric tests or materials (including but not limited to: question booklets, answer sheets and reports) referred to in the Order;

Services: any services including training courses, agreed in the Contract to be supplied to the Client by the Company (including any part or parts of them); and

Website: either www.questpartnership.co.uk, www.identitylogin.com, www.identityquestionnaire.com, www.testandassess.com

- 1.2 In these conditions headings will not affect the construction of these conditions.

2. CONDITIONS

- 2.1 The Contract together with these terms and conditions embody the entire agreement between the Company and the Client in respect of the matters referred to in it and supersedes any previous agreements between the parties.
- 2.2 Each order for Products and/or Services by the Client from the Company shall be deemed to be an offer by the Client to purchase Products and/or Services subject to these Terms and Conditions.

3. ORDER ACCEPTANCES

- 3.1 The Company will uphold the guidelines established by the British Psychological Society on sales of Restricted Materials. Purchases of Restricted materials must be made by, or on behalf of, an identified Registered User who is qualified to use the Restricted materials and has registered with the Company in accordance with our registration procedures. The Company reserves the right to refuse to supply Restricted materials to the Client or Registered User if the Client or the Registered User fails to comply with the Company's ethical, legislative or professional obligations.
- 3.2 No Order placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Products and/or Services to the Client.

- 3.3 When ordering Restricted materials, the Client must quote the name of the Registered User and his or her membership number. Orders may be refused by the Company if the delivery address is not that relating to a Registered User.

- 3.4 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of Order to the Client. Any quotation is valid for a period of 30 days provided that the Company has not previously withdrawn it.

4. DESCRIPTION

- 4.1 The description of the Products and/or Services shall be as set out in the Company's quotation, Website or other applicable literature. All drawings, descriptive matter, specifications and advertising issued by the Company are published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. Such ancillary literature shall not form part of this Contract.

5. DELIVERY

- 5.1 The Company shall not be liable for any non delivery of Products and/or Services (even if caused by the Company's negligence) unless written notice is given to the Company within seven days of the date when the Products and/or Services would, in the ordinary course of events, have been received by the Client.
- 5.2 Any liability of the Company for non-delivery of the Products and/or Services shall be limited to replacing the Products and/or Services within a reasonable time or issuing a credit note against any invoice raised for such Products and/or Services.
- 5.3 Delivery of web based electronic assessment Products and/or Services provided by the Company will be subject to service levels as set out in Appendix 1.

6. PRICE

- 6.1 Unless otherwise agreed by the Company in writing, the price for the Products and/or Services shall be the price set out in the Company's current price list, valid as at the date of Order. Unless where stated, the price for the Products and/or Services shall be exclusive of any postage, value added tax or other sales taxes and/or applicable import and/or export duties and after the date of the contract the price shall (unless the contract is cancelled by the Company under one of the foregoing provisions) be deemed to be increased by the amount of such duty or tax, unless it is paid direct by the Client.
- 6.3 Prices and specifications of Products and/or Services are correct at the time of publication in our catalogue or other relevant literature but are subject to change without notice.

7. PAYMENT

- 7.1 Invoices are due for payment within 30 days of the invoice date without any deductions including, but not limited to, bank charges. Time for payment shall be of the essence.
- 7.2 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 7.3 If the Client fails to pay the Company any sum due, the Client will be liable to pay interest to the Company on such sum from the due date at the rate of 1½% per month.
- 7.4 The Company shall be entitled to withhold delivery of any Products and/or Services or cancel the contract if the Client fails to pay to the Company any sum by the due date. The Company shall incur no liability in respect of such withholding of delivery or cancellation. Upon such cancellation and without prejudice to any other right that the Company may have, the Client shall be liable to pay damages to the Company for breach of contract and

any costs incurred by the Company associated with the recovery of the debt.

8. CANCELLATION OF ORDERS AND RETURN OF PRODUCTS

- 8.1 An accepted Order may only be cancelled or varied with the Company's written consent, which consent may be granted on payment of the cancellation fee set out in this condition 8 or in the appropriate appendices. Such consent shall not in any way prejudice the Company's right to recover from the Client full compensation for any loss or expense arising from such cancellation or variation.
- 8.2 The Company will not accept any Products for return without prior notice and such a request must be received in writing within 30 days of despatch by the Company and such product will be returned to the Company within 2 weeks of such authorisation having been given by the Company. No request for return or exchange of Products can be considered unless they are tendered in unaltered condition. Returns should be despatched by the Client via traceable means to provide proof of despatch and delivery.
- 8.3 For returns made, other than for damaged or unordered goods, a handling fee will be charged equivalent to 10% of the returned order value subject to a minimum of £10.
- 8.4 Any complaint made by the Client must be received by the Company within 30 days after the date of delivery.
- 8.5 Nothing in this condition 8 shall prejudice any disclaimer of liability by the Company elsewhere in these terms and conditions.

9. CLIENT'S OBLIGATIONS

- 9.1 The Client represents, warrants and undertakes that (a) in the event that the Client is not also a Registered User, it shall ensure that only a Registered User uses the Restricted materials or Services according to the Company's Ethical Guidelines available on the Website; and (b) the Client shall not, and shall ensure that the Registered User shall not make the Restricted materials available to any individual who is not a Registered User.

10. LIMITATION OF LIABILITY

- 10.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of any breach of these conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
- 10.4 Subject to conditions 10.2 and 10.3 the Company's entire liability in contract, tort or otherwise, arising in connection with this Contract shall be as follows:
- 10.4.1 The liability for all defaults resulting in direct loss to the tangible property of the Client shall in no event exceed the amount actually received by the Company under this Contract with the Client during the prior twelvemonths; and
- 10.4.2 The Company shall not be liable to the Client for any indirect loss including but not limited to pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise which arise out of or in connection with this Contract.
- 10.5 The Client shall not (except insofar as there is an absolute prohibition in the Unfair Contract Terms Act 1977 described

above) rely on any skill or judgment on the part of the Company or any of its agents as regards the suitability of the Products and/or Services for any particular purpose and the Client shall use its own skill and judgement to satisfy itself that the Products and/or Services are of merchantable quality and suitable for the purpose of the Client. This condition 10.5 shall apply notwithstanding that an employee of the Company or its agent may at any time have made representations or given opinions, whether in writing or otherwise, as to the suitability of any Products and/or Services for any particular purpose.

- 10.6 The Company gives no warranties and shall not be liable to either the Client or any third parties as to the appropriateness of the Products and/or Services including but not limited to the completeness or accuracy of any computer scored reports. The Company excludes all liability for any disparate impact or disparate treatment and sexual or racial discrimination resulting from the use of any Products and/or Services provided by the Company. The Client shall indemnify the Company fully in the event that the Company or its licensors suffer any losses, claims, liabilities, damages, expenses or costs as a result (whether direct or indirect) of any breach by the Clients of such warranties and undertakings.

11. INTELLECTUAL PROPERTY

- 11.1 The copyright, as defined in the Copyright, Designs and Patents Act 1988, in the content of any Products or data collected through the use of the Registered Products, Services, marketing material produced by the Company and/or work produced during or as a result of a contract incorporating the use of the Product between the Company and the Client is the absolute property of Quest Partnership Ltd, any other work produced by the Company as a result of any contract between the Company and the Client is the absolute property of the Company and such works shall not be reproduced in whole or in part.
- 11.2 The Company, and/or its subsidiaries or parent company shall take prompt legal action against anyone who infringes on their intellectual property rights which means inventions, patents, trade marks, service marks, registered designs, pending applications for any of those rights, trade and business names, unregistered trademarks and service marks, rights in designs, copyrights, database rights, know-how and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all revisions, renewals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing ("Intellectual Property Rights").

12. CONFIDENTIALITY

- 12.1 Each party, its agents and employees shall keep confidential all information obtained from the other pursuant to this Contract.

13. DATA PROTECTION

- 13.1 Where Candidates provide the Company with personal information about themselves in connection with these terms, the Company may use the Client's or Candidate's personal information in the manner and for the purposes detailed below. By entering into these terms, you agree and consent to our use of your personal information as detailed below.
- 13.2 The Company may use the Client's or Candidate's personal information for the following purposes: accounting, billing and audit, credit or other payment card verification, security, administrative and legal purposes, systems testing, maintenance and product development, customer relations and to help the Company in any future dealings with the Client. The Client shall be bound by the terms of the Company's Data Protection and Privacy Policies contained on the Website.
- 13.3 The Company reserves the right to record the Client's, the

Registered User's and/or the Candidate's personal information, both manually and/or on a computer database, in compliance with the Data Protection Act 1998.

- 13.4 The Client is entitled to see the personal information held by the Company in respect of the Client. The Client may ask the Company to make any necessary changes to ensure that the personal information is accurate and kept up-to-date. In order to review the personal data held by the Company in respect of the Client, a written request should be submitted to the Company. The Company is entitled by law to charge a fee to meet the costs of providing the details of the information held.
- 13.5 The Company commits to observe all its legal, professional and ethical obligations in regard to the Personal Data of others that it collects in the course of delivering Client work. Once the Client has received any Personal Data that has been processed by the Company, it is wholly the responsibility of the Client to comply with all local legislation in regard to Data and Privacy laws. The Company reserves the right to require the Client to provide a written undertaking to protect personal data of the public or candidates during the course of any assignment.

14. ASSIGNMENT

- 14.1 Neither party shall be entitled to assign the Contract or any part of it without the prior written consent of the other party except in the case of a corporate restructuring that does not result in a change of control of the party making such an assignment.
- 14.2 Notwithstanding condition
- 14.1 the Company may assign the Contract to any of its affiliated companies or approved agents.

15. DETERMINATION OF CONTRACT

- 15.1 If the Client is in breach or anticipated breach of any of the Client's obligations to the Company, or if the Client shall make or offer to make any arrangement or composition with or for the benefit of his creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against the Client, being an individual, or if any resolution to wind-up the Client being a body corporate shall be passed (save for the purposes of reconstruction or amalgamation) or if a petition is presented to wind up the Client or if a receiver of the Client's undertaking property or assets or of any part thereof shall be appointed, the Company shall, in addition to its rights set out in condition 7.3 and condition 7.4, have the right forthwith to determine the whole or any unfulfilled part of this contract by written notice posted by the Company to the last known address of the Client or in the case of a company to its registered office. Such determination shall be without prejudice to any claims or right the Company may have against the Client in respect of the Contract.
- 15.2 In the event of determination pursuant to this condition the Company shall not be under any obligation to supply any further Products or Services under any such contract;
- 15.2.1 The Client shall indemnify the Company against all loss (including loss of profit) costs (including costs of labour and materials) and all expenses suffered by the Company by reason of such determination;
- 15.2.2 The Client (or Receiver) shall at its own cost return unsold or unused Products to the Company;
- 15.2.3 The Company shall be entitled to resell any of the Products for which the full price has not been paid by the Client to the Company without further notice to the Client.

16. GENERAL

- 16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

- 16.2 If any provision of the Contract is found by any court or tribunal to be void or unenforceable it shall be deemed to be severable and the remaining provisions of the Contract shall continue in full force.
- 16.3 Nothing in these terms shall be deemed or construed to constitute the Client or its employees, as the agent or legal representative of the Company for any reason whatsoever. The Client is not granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the Company or to bind the Company in any manner whatsoever.
- 16.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 16.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.6 All communications between the parties about this Contract must be in writing and delivered by hand or sent by first class post or sent by facsimile transmission to the parties registered office or such address as notified by one party to the other.
- 16.7 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 16.8 This Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Appendix 1:

Terms and Conditions for Testing Services Provision, inc. via online web portals

1. These service levels apply where the Client is purchasing tests or web-based electronic assessment services and other paper-based test, exercises and assessments from the Company:
 - 1.1 Subject to the Client meeting the Client's obligations under this Agreement, the Company shall use all reasonable endeavours to ensure that the web-based electronic assessment service is available to the Client throughout the term of this Agreement. The Company will schedule web downtime between 8am and 8pm UK time on Saturdays as necessary. Such downtime will be notified to the Client from time to time and via email to the project administrator or other designated employee of the Client.
2. Candidate Data will be made available to the Client for a period of 6 months from the date the Candidate completes the questionnaires or tests. Reports may be run against this data subject to the fees set out in the Company's current price list. If access is required to Candidate Data which is more than 6 months old a fee will be charged based on the time required to retrieve such data (provided such data is still available). A quote will be provided by the Company to the Client for retrieval of such data.
3. Help Desk and Consultancy support will be provided to the Client between the hours of 9am and 5pm UK time Monday to Friday except UK Public holidays.
 - 3.1 Consultancy support includes full description of individual tests and questionnaires and advice on which would be most suitable for a client's needs. NO ADVICE WILL BE GIVEN REGARDING THE BEST CANDIDATE FOR A ROLE BASED SOLELY ON TEST OR QUESTIONNAIRE RESULTS.

- 3.2. The Company makes no guarantee of resolving the problem.
 - 3.3. The Company will generate a price quote and time estimate for work to be performed based on the results of an investigation.
 - 3.4. The Client must give specific consent for work to proceed and the Company may decline to perform such requested work.
 - 3.5. The Company does not guarantee fee based work. If the Client experiences further problems the Client must submit a new request.
 - 3.6. The Company shall not be liable for any defect or failure in the performance of the web-based electronic assessment for reasons beyond the Company's control including but not limited to link failures, power difficulties, telephone outages, network overload, issues related to Client systems, default or failure of a third party, government actions, failure in the supply of a third party's access line or any event of force majeure.
4. Cancellation policy
Once an online link has been set up for a candidate, the Client is responsible to pay for any test or questionnaire. If, for any reason, a candidate does not complete the test or questionnaire once the link has been set up, the client will be liable to a set-up charge of £20 + VAT per candidate.
 5. On placing an order via the Online Testing Centre, Clients are agreeing to abide by these Terms and Conditions. Please see the separate Terms and Conditions document.

Appendix 2:

Terms and Conditions for Booking Public Training Courses

1. Public Training Courses and Prices
 - 1.1. The details of the design and content of courses and the prices are correct at the time of publication, but are subject to change without notice;
 - 1.2. The cost of optional overnight accommodation is not included in the course fees.
 - 1.3. The Company reserves the right to cancel or reschedule courses without penalty or liability if there are insufficient bookings, or for reasons outside its control. The Company will try to notify participants as soon as reasonably possible if a course has to be cancelled.
2. Cancellation Policy
 - 2.1. In respect of cancellation by the Company, a full refund will be given upon return to us of any pre-course materials already despatched.
 - 2.2. The Company reserves the right to charge the full course fee for any cancellation by a participant for any reason within 10 days of the start of the training course.
 - 2.2.1 If between 10-21 days notice is given, we reserve the right to charge 50% of the course fee.
 - 2.2.2 No fees will be payable, except a charge for any course material already despatched, for any cancellation received in writing more than 21 days before the course start date.
 - 2.3. One transfer from one course to another on an alternative date will NOT be treated as a cancellation. A booking is required for the new course date and if the transfer is requested within 21 days of the course date, an administration charge of £50 + VAT will be added to the course fee. Following one transfer made within 21 days of the course date, any further transfers will be treated as a cancellation and therefore subject to the fees described in 2.2. A further course fee will be required to secure another place on a future course.

- 2.4. Participant substitutions can be accepted, without charge, at anytime provided that the substitute fulfils the entrance requirement.

3. Qualification of Participants

- 3.1. Registrants on qualification courses should note that successful completion of such courses requires participants to demonstrate an understanding of the underlying principles and competence in the selection, administration and feedback of the instrument(s) concerned. Whilst the Company will make every effort to ensure a high standard of training and impartiality in such awards, no guarantee is given that every participant attending will receive such qualification.

Appendix 3

Terms and Conditions for Booking In-Company Training Courses

1. In-Company training course programs can produce significant savings where a client has a number of participants wishing to attend public training courses. Fees for these courses will be provided on request.
2. Arrangements:
 - 2.1. The details and requirements for the in-company courses will be agreed at the time the course is booked. In general, however, in addition to the agreed course fees we may ask the Client to provide and/or pay for the following:
 - 2.1.1. The training venue, audiovisual equipment.
 - 2.1.2. All meals and refreshments during the course.
 - 2.1.3. Travel and accommodation for the trainer(s) and, when required, observers.
 - 2.1.4. The cost of transport by courier of equipment and materials to and from the venue.
 - 2.1.5. Volunteers for administration and feedback practice.
 3. Other terms and conditions will be as for the Public Training Courses, in Appendix 2. Please note that because our in-company costs are related to the number of delegates attending a course, our terms related to cancellation are applicable to individual delegates on in-company courses.

Appendix 4

Consultancy Terms of Business including IT software service provision

1. Consultancy and IT software Projects:
 - 1.1. Consultancy and IT software Projects are defined as assignments undertaken by the Company's staff or its agents and sub-contractors (hereinafter referred to as Consultants) on behalf of the Client.
 - 1.2. Projects will only commence following agreement with the Client of a clear specification or proposal.
2. Fees and Cancellation:
 - 2.1. A Consultant Day is a maximum of eight hours between the hours of 9.00am and 6.00pm, and if extending beyond this, an Extended Day Rate will be charged. The Extended Day Rate will be a Consultancy Day Rate + 20% Day Rate. If evening, weekend or public holiday work is involved and/or if the project involves work outside the UK, higher rates will apply as agreed in writing.
 - 2.2. Travelling time within the UK will not incur an additional charge unless when added to the consultancy day, the total time does not exceed 12 hours. Travel time exceeding this will be subject to an Extended Day Rate charge. Travel time outside the UK will be charged at 50% of the prevailing Consultant day rate.
 - 2.3. Products consumed will be invoiced at the prevailing sales price

and are subject to the Company's Standard Terms and Conditions.

- 2.4. Unless otherwise agreed in writing between the parties, 30% of the total fees for the consultancy project will be invoiced on commencement. 50% of the fees will be invoiced on a monthly basis as the project proceeds with the final 20% invoiced on completion of the project.
 - 2.5. Charges for cancellation or postponement before the commencement of a consultancy assignment are as follows:
 - 2.5.1. Within two weeks: the full fee.
 - 2.5.2. Within two to four weeks: 50% of the full fee.
 - 2.6. If the Client requests any variation to the project the Company will seek to meet the request. If these changes result in extra time being taken then this will be charged at the prevailing rate per Consultant Day.
 - 2.7. Expenses incurred in the course of undertaking the project which would include but not limited to: travel, accommodation, subsistence and courier costs, web hosting and other third party IT services, will be charged in addition to the Consulting fees.
 - 2.8. We reserve the right to charge for additional time spent on consultancy or IT projects where problems arise beyond our control and could not have been reasonably foreseen, e.g. from internal client procedures or internal IT infrastructure.
3. Access:
- 3.1. The Client will give the Consultant such access to their offices, personnel and to client information as the Consultant may require in the performance of the assignment. Any increase in time spent as a result of the Consultants reasonable access being denied will result in an increase in the project cost.3.2. The Client will ensure that the Consultant has sufficient working space and facilities, and will secure and keep safe all of the Consultant's and the Company's property.

Last updated on Aug 2015.

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