

Training: Terms of Business

(revised January 2024)

This document sets out the terms and conditions under which Apex ('we/us') provides training courses to your firm.

Firstly, **thank you for choosing us!** We want to make sure that the courses we deliver to you are as effective as possible, and we want to be clear on what you can expect from us and what we expect from you.

We understand that you are contracting us to prepare training materials (slides and, if agreed, notes – see below) and to present these for you either in-person or via videoconferencing. We also confirm our understanding that, in agreeing to present on your behalf, we are not (and will not hold ourselves out as being) your employees or agents. We retain control over the content and delivery of our material and in all other aspects are independent from your business. We confirm that you are not obliged to offer us any bookings and we are not obliged to accept.

1 Booking an Apex course

1.1 Initial booking

We will initially discuss a potential course booking with you either by email or verbally. Once we have agreed the scope, content, timing and logistics for delivering the course with you, we will send a formal confirmation by email, which we will ask you to confirm by email reply. This will be treated as a firm booking to which our cancellation policy (see below) will apply, and we will then reserve the date in our diary.

For some clients, we agree a **full course programme** (usually on an annual basis) and provide a programme summary setting out the details including dates and times for each course. In such cases, we do not send separate email confirmations. If we agree any changes, a revised programme summary will be provided.

1.2 Nearer the date

We will send joining instructions including links to the course meeting (if virtual) and copies of course materials (see below) by email to you prior to the course date.

2 Course materials

2.1 Slide pack

All of our courses include a PowerPoint slide pack which we will share with you as a PDF document (unless you ask otherwise, this slide pack PDF will consist of a '*three slide per page*' handout). We will send the slide pack PDF to you ahead of the course as noted above.

Occasionally we make late adjustments to our slide pack – for example, to include late-breaking news or to incorporate issues that arise on the day. If so, we'll send a further slide pack PDF reflecting the final slides used as soon as possible after the course date.

2.2 Course notes and other materials

Most of our CPD courses (and some workshops) only include a slide pack. However for some update courses we include notes or summaries, and many workshops will include case study material. We will send any such material as part of the joining instructions.

3 Presenting and recording courses

3.1 Presenting courses via videoconferencing

Unless agreed with you, we will host and present the course using Zoom and will send you a link to the Zoom meeting as part of the joining instructions. We have invested in high-quality broadcast facilities to provide professional standards of audio/video presentation.

3.2 Presenting in-person courses

We will contact you ahead of the course to confirm logistical details.

We normally expect that you will provide a projector or TV for use in displaying slides (with HDMI connection). If your audio-visual setup requires a different approach (e.g. loading the slide deck onto your own computer) please let us know in good time.

Our normal practice is to simultaneously broadcast in-person courses using Zoom (a 'hybrid course') so that attendees who are unable to attend in person can login and attend virtually, as well as to allow recording (see below). To do this, we supply and use an external webcam and tripod, and will send a link to the meeting in the same way as for videoconferencing courses. If you prefer to make alternative arrangements, please let us know.

3.3 Recording courses

For videoconferencing (including 'hybrid' courses) we will arrange to record the course (whether videoconferencing or in-person) using Zoom's cloud recording facility unless otherwise agreed with you. We will send you a link to the recording shortly after the course date. It is your responsibility to download the recording – we do not retain copies of recordings and these are automatically archived and deleted by Zoom after 30 days. You may share the recording only with course attendees for their reference.. Recordings are subject to the copyright restrictions as outlined below.

Problems with videoconferencing presenting and/or recording

Although we will make every effort to present and/or record courses successfully, occasionally videoconferencing courses experience poor audio or video quality due to bandwidth pressures, internet service failures or other technical issues which may be outside our control.

Recordings are provided free of charge with our compliments and do not form part of our contractual obligation.

We cannot guarantee to supply a recording even when this has been agreed. In addition, courses may on occasion fail to record successfully due to technical or logistical errors. We accept no liability for technical errors beyond our reasonable control.

3.4 Participant attendance records and feedback

Unless otherwise agreed, you accept responsibility for recording the details of attendees for videoconferencing and in-person courses.

We don't currently use feedback forms for courses but are happy to work with any feedback forms or surveys you use.

4 Fees and cancellations

4.1 Fees and expenses

We will agree a fee for presenting each session with you and this will be included in our confirmation email. We invoice shortly after the course date. Our standard payment terms are 30 days from the invoice date, unless as agreed separately with you.

Alongside the agreed fee, we will recharge reasonable travel costs. Mileage is charged at 45 pence per mile. Public transport is charged using standard peak-time fares for standard-class travel. We recharge taxi fares where no reasonable alternative public transport is available. Where a journey is expected to take more than 2.5 hours (or if cheaper than daily travel), we will arrange hotel accommodation (e.g. Premier Inn / Holiday Inn Express) and will

recharge the cost with a £25 allowance for meals and subsistence. We will, as far as reasonably possible, agree any other expenses with you in advance.

4.2 If we change or cancel the course

If we need to change or cancel a course, we will contact you as soon as possible prior to the date of the course, except in exceptional circumstances (such as if the presenter is unwell). However, we reserve the right to cancel, or make changes to, any course without prior notice. Our liability will be limited to a full refund of any amount you have paid us in advance for the course.

4.3 If you cancel the course

If you are unable to proceed with a course, your cancellation must be made via an email with a read receipt. We reserve the right to charge for cancelled courses, depending on the notice you give us, as follows:

More than one month before the course date	No cancellation charge
Between two weeks and one month before the course date	30% of the course fee ¹
Between one and two weeks before the course date	60% of the course fee ¹
Up to one week before the course date	100% of the course fee ¹

¹ This includes the fee for delivering the course, plus any non-cancellable travel costs incurred to fulfil the course.

5 Other matters

5.1 Copyright and confidentiality issues

For all of our course materials and recordings, we retain full copyright as set out in those materials except as agreed in writing with you. You undertake not to copy, reproduce or transmit these in any form without our prior written agreement. Most of our training material is used for more than one client or consortium, albeit with necessary amendments.

Occasionally, we will become aware of information confidential either to you or to your clients in presenting on your programme. We have a privacy policy which is available on our website. We reserve the right to base examples and case studies on the issues we encounter in our professional dealings with clients, but will do so carefully, anonymising details and circumstances to protect the entities and individuals involved.

5.2 Technical advice and liability

Our training material includes a disclaimer. Here is sample wording:

Whilst every effort has been made to ensure accuracy regarding the content of these slides, Apex cannot be held responsible in any way for consequences arising from the information given. No decisions should be taken based on information included in the slides without reference to specialist advice. Furthermore, any responses given during the course to questions are only based on an outline understanding of the facts and circumstances of the cases and therefore should not be relied upon without reference to specialist advice tailored to your circumstances.

We endeavour to ensure all of our training is technically accurate, up-to-date and helpful for general accounting and auditing advice. To the fullest extent allowable under law, we do not accept responsibility for the actions taken by you or your clients as a result of our work on your behalf.

5.3 Applicable law

Our standard terms and conditions of business are governed by and should be construed in accordance with, English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

5.4 Professional rules

Apex is the trading name of Apex Professional Consulting Ltd. We are a member firm of the Institute of Chartered Accountants in England and Wales ('ICAEW'). We will observe and act in accordance with the Byelaws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. The requirements are available online at www.icaew.com/en/membership/regulations-standards-and-guidance.

5.5 Professional indemnity insurance (PII)

Our PII insurer is AXA, of 20 Gracechurch Street, London EC3V 0BG. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.

6 Giving you our best service

If you're not happy with the course, for any reason, please email our Training Director **Jez Williams** at jez@apex-professional.com as soon as you can to let us know. We'll do our best to make things right.