



Maybo Ltd

terms and conditions of sales

These terms and conditions of sale govern all contracts entered into by Maybo Ltd (hereafter known as the Company) for the supply or sales of goods and services.

DEFINITIONS

%Company+Maybo or its permitted assigns.

%Conditions+means these terms and conditions.

%Contract+means any contract between the Company and the Customer for the sale and purchase of Supplies.

%Customer+means the person(s) or company whose order for the Supplies is accepted by the Company.

%Delegate+means any person employed or controlled by the Customer who is designated to attend any training programme run by the Company

%Goods+means any goods supplied or to be supplied by the Company to the Customer.

%In-house Delivery+means a training programme delivered specifically for and to the Customer at the Customer's venue

%Open Delivery+means training programmes run by the Company for more than one Customer at a venue designated by the Company

%Services+means any services supplied or to be supplied by the Company to the Customer.

%MLP+means any Services specific to the Company's licensed trainer-training programmes

%SAFERonline Services+means any Supplies specific to the Company's online learning products

%Supplies+means any Goods or Services.

%In writing+includes electronic communications.

Maybo Limited

Head Office: The Conflict Management Centre, Russet Farm, Redlands Lane, Robertsbridge TN32 5NG

Tel: 01580 881 346

email: info@maybo.com

www.maybo.com

1. GENERAL

All Supplies are provided by the Company subject to these conditions, which supersede any earlier sets of conditions and which shall override any terms of conditions stipulated, incorporated or referred to by the Customer whether in the order or in any negotiations. The relaxation or waiver by the Company of any of these conditions on any occasion shall act merely as a waiver on that occasion and shall not affect our right to enforce these conditions on any subsequent occasion. Any variation of these conditions must be confirmed in writing by a director, or other designated officer, of the Company and will not otherwise be valid. Any description given by the Company of the Supplies is given by way of identification only and the use of such description shall not constitute a contract of sale by description.

2. PRICES

Prices for Supplies are in pounds (£) sterling, exclusive of VAT. VAT will be added at the time of despatch. Prices charged will be those prevailing when an order is accepted. Quotations represent no obligation until the Company accept the Customer's order. All orders are accepted for execution at prices current at the date of despatch. Prices are quoted ex-works and are subject to change or withdrawal without notice. Packing and delivery of materials are charged extra. Where Supplies are to be made in instalments ('Scheduled Delivery') the price payable for them will be that applicable at the time of despatch of the first batch of Supplies but, where Scheduled Delivery may continue for a period of 90 days or more, the Company reserves the right to charge the Customer further amounts if the price of the Supplies increases before the end of that period. The Company reserves the right to increase fees on an annual basis in line with inflation and increased costs. No discounts shall apply unless previously agreed by the Company in writing.

In order to keep costs as low as possible, the Company reserves the right to change the dates and location of Open Delivery training courses. Course places will be reallocated accordingly, and wherever possible in line with Customer Delegate needs. Refunds will not normally be available and the Company does not accept liability for any financial loss incurred by such changes to the Customer.

3. PAYMENT

Terms of payment are strictly net cash with order unless a credit account has been established with the Company. The Customer may request a credit account with the Company. The Company reserves the right at its complete discretion to refuse to establish a credit account for any Customer, to refuse credit to any Customer notwithstanding that a credit account may already have been established and to withdraw established credit account facilities.

Where a credit account has been established with the Company, payment must be made for each instalment of goods delivered within 28 days after delivery (whether the goods are the whole or only part of the goods ordered) without any deductions, withholding or set off. The company reserves the right to request payment in advance. Time for payment is of the essence. If the customer fails to make payment by the due date then without prejudice to our other rights, the Company shall be entitled to:

Cancel the order or suspend any further deliveries or performance until appropriate payment is received by the Company from the Customer to such of the Supplies (or the Supplies made under any other Contract) as the Company may think fit; and charge interest (both before and after any judgement) on the amount unpaid at the rate of 5% above Lloyds TSB Bank PLC base rate until payment is made in full.

The Company reserves the right to charge for copy invoices or credit notes at the rate of £1.00 per copy where the original has been lost or misplaced by the Customer. If legal action is taken to recover monies due to the Company then the Company reserves the right to charge the Customer an administration fee to cover all and any costs incurred.

4. NEW ACCOUNTS

A Customer wishing to open a credit account must furnish such information as may be requested by the Company and the Company may make a search with a credit reference agency. The Company reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities or reduce or suspend and credit limit at any time.

5. ORDERS

The Company reserves the right to decline to trade with any company or person. To avoid duplication, written confirmation of telephone orders must be clearly marked 'Confirmation only'. The Company will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

6. CANCELLATIONS AND POSTPONEMENTS

Once accepted, no order may be cancelled or postponed without the prior written agreement of a director, or appointed officer, of the Company.

In the event of a cancellation or postponement of an order for In-house Delivery the Company reserves the right without prejudice to charge 100% of the course fee and expenses; should the cancellation or postponement period be less than 14 days. If between two and four weeks notice is given of cancellation or postponement the Company reserves the right without prejudice to charge 50% of the course fee. In the event of a cancellation of a place or places for Open Delivery, the Company reserves the right, without prejudice to charge 100% of the total Delegate course fee. Open Delivery course places may not be cancelled within 35 days of the course start.

7. DELIVERY OF GOODS OR MATERIALS

Any time or date quoted by the Company for delivery of goods or materials is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time of delivery, the Company shall not be liable to make any damage or loss whether arising directly or indirectly out of delay in delivery. The Company reserves the right to deliver by instalments against any order. Non-delivery must be reported immediately in writing to the Company and, where applicable, to the carriers within 2 days of the date of despatch.

Where the Company tender delivery in accordance with the contract and the Customer either refuses to accept delivery at that time or subsequently returns the goods without good cause, the Customer shall be deemed to be in breach of the contract and the Company shall be entitled to treat the order or any relevant part if it as cancelled by the Customer (without any prejudice to any other rights the Company may have).

When delivery is delayed for reasons attributed to the Customer or his agents, storage other additional costs may be charged to the Customer and the goods will be at the Customer's risk from commencement of such delay. The Company reserve the right to invoice the goods at the original delivery date.

The Customer may request delivery or performance by instalments for up to 12 months from the date of order. The Company reserves the right to deliver or perform by instalments. Failure to meet a delivery or performance date where deliveries or performance are by instalment shall not prevent or restrict the Company from making further deliveries or rendering subsequent performance under the relevant Contract by instalment.

The Company reserves the right to delay despatch for a number of reasons, including to perform any necessary credit or anti-fraud checks or procedures or to ensure that payment has been received in cleared funds in full. Where despatch is delayed for such reasons, the Company will use reasonable endeavours to inform the Customer.

Customers outside the UK are responsible at their own expense for obtaining any import licence required in the country for which the goods are destined.

8. TRANSIT

The Company will replace free of charge goods damaged or lost in transit provided the Customer gives the Company written notification of such damage or loss within two days of invoice date and time shall be of the essence.

9. RETURNS

Prior to returning any materials to the Company for any reason, the Customer must contact the Company to obtain written returns authorisation. All materials are returned at the Customer's risk and expense and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning materials to the Company and for providing proof of delivery of such return. Only complete pack quantities will be accepted. If the Company agrees to accept a return other than the event of defective goods, the Customer will be charged a handling charge of 20% of invoice value (subject to a minimum charge of £10), plus VAT. Materials that consist of software or are specially constructed may not be returned under this condition.

10. OWNERSHIP

Until the Customer makes payment in full for the goods the Customer shall at all times keep them in the Customer's possession and control and shall not remove them from the United Kingdom without the Company's consent and will not sell or otherwise dispose of or deal with the goods. Legal and equitable ownership of the goods shall remain with the Company, notwithstanding delivery thereof to the Customer, until such time as the full price thereof (and any other monies payable hereunder) has been paid by the Customer to the Company. Until such time as the Customer shall have possession of the goods as our Bailee.

11. PASSING OF RISK

Notwithstanding that ownership of the same may remain with the Company, as from the time of delivery of the goods to the Customer the risk of any loss or damage of the goods from whatever cause arising shall be borne by the Customer.

12. MARKS OR NUMBERS

The Customer shall not remove any marks or numbers on any goods supplied by the Company.

13. TRAINING AND HEALTH AND SAFETY

13.1 General

There is always a risk of injury during training, especially where physical intervention skills are taught. The Company reduces this risk as far as possible through careful programme design and the use of skilled and experienced trainers.

The Customer must ensure that Delegates only attend programmes suitable for their role, that Delegates are physically, mentally and emotionally fit for ordinary duties and prepared to undertake the training. The Customer must not send any Delegates on to courses who may be experiencing, or likely to experience, any post-incident trauma. The customer must inform the Company of any Delegates with special needs and to provide suitable information, equipment or services that may be required (ie interpreters, disabled access). In the case of training courses involving physical interventions the Customer will ensure that all Delegates are issued with the information detailed at Annex A sufficiently prior to the delivery date to enable any suitable control measures to be in place or for the potential Delegate to be withdrawn as appropriate.

Delegates must have a responsible attitude to training participation. Any Delegate who deliberately or recklessly puts themselves or others at risk of injury will be excluded from training and may render him or her liable to criminal or civil litigation as a result. Should the behaviour, conduct or language of a Delegate become disruptive to the learning of the group, the trainer may feel it necessary for the benefit of others to exclude that Delegate. For the avoidance of doubt, the Company will charge a full fee if the Company cancels the course due to inappropriate Delegate behaviour and/or any Delegate being so removed will not be subject to any refund.

Delegates must refrain from consuming alcohol during any refreshment or meal breaks.

To ensure the highest quality and safe learning environment the maximum number of participants and trainer ratio for each course is:

- | | | |
|-------|-----------------------------------------------|--------------------------------|
| (i) | Conflict management and physical intervention | - One trainer to 12 Delegates |
| (ii) | Specialist skills (such as ERB) | - Two trainers to 20 Delegates |
| (iii) | Trainer training | - One trainer to a group of 10 |

13.2 In-house Delivery

The Customer is responsible for providing a suitable and safe training venue. This includes suitable access to the venue prior to the commencement of delivery to enable the trainer to prepare. The Company reserves the right to cancel and/or postpone and/or limit the content and level of training if the venue is considered unsuitable or entry is delayed. Full cancellation or postponement fees will be charged accordingly and additional training development time may be required, at the Customer's expense, to complete the required training programme.

The training venue must be appropriate in size for twelve (12) Delegates to move freely in scenario work and, where applicable, for physical skills practice with a partner. The venue must be equipped for the presentation of material with an overhead or computer projector, screen, flip chart and paper or white board. Access at the venue must be provided for appropriate emergency procedures, nominated first aid qualified person and first aid equipment and Delegate refreshments.

The Company will be responsible for providing a suitable, fully briefed trainer and all other relevant training equipment, support materials and Delegate workbooks.

The Company reserves the right to enforce the maximum Delegate limit and turn further Delegates away from a course or apply a surcharge against the Customer, or cancel or postpone a course, whereby clause 6 applies, where insufficient Delegates are available to enable effective learning.

Wherever practicable the Company will seek to notify the Customer of the proposed trainer(s) and provide the same trainer(s) throughout Scheduled Delivery but reserves the right to change trainers. The Company commits to providing the same quality of trainer during client Scheduled Delivery programmes.

Additional verbal and written guidance, including further Health and Safety guidance, is available to the Customer upon request to the Company.

14. CERTIFICATION AND REFRESHER TRAINING

The Company normally provides certificates of attendance and participation to any Customer Delegate(s) who complete training Services. Such certification will be subject to any relevant assessment criteria. In the case of physical intervention training any Delegate(s), must accurately demonstrate the skills and any MLP Delegate(s) will be subject to further assessment summarised at clause 15. The Company provides options for certificates accredited by sector and/or awarding bodies. Where the Customer purchases accredited certification the Customer must abide with any additional requirements imposed by the appropriate body. The Company may send accredited certificates directly to the Customer or the accrediting body may provide the certificates. The Company reserves the right to withhold certificate application and/or certificate issue until full cleared funds are received.

The Company reserves the right not to issue certificates to any Delegate(s) who do not complete a course, fail to accurately demonstrate the skills or other assessment criteria or where the Company's trainer believes that the performance or behaviour of any Delegate(s) during the training may put him or herself or others at risk.

Certificates will be valid for two (2) years, unless specified differently on the certificates by the Company or accrediting body. In the case of Delegates completing physical intervention training the Company recommends update training every one (1) year. The Company further recommends that the Customer provides appropriate and regular opportunities for staff to practice skills, commensurate with the risks associated with the Delegate(s) job role and specific sector guidance.

15. MLP SERVICES (MAYBO LICENSED PROGRAMMES)

15.1 General

Without prejudice to the Company's other rights contained in these Conditions additional requirements apply during the Customer's application for MLP Services, and the nominated trainer Delegate(s) development. On successful completion of the MLP application the Customer will be subject to the separate MLP License Agreement, Terms & Conditions. In the case the Customer purchasing MLP and other Services the Customer will be subject to both sets of Conditions as appropriate.

Purchase of MLP Supplies is subject to the Company's entry criteria regarding the suitability of the Customer as an organisation and the Customer's nominated trainer Delegate(s). Entry and assessment criteria are available on request. A Customer wishing to buy MLP Services must furnish such information as may be requested by the Company regarding the Customer's organisational suitability and nominated trainer Delegate(s) suitability and the Company may make relevant searches with other agencies accordingly. The Company reserves the right to grant, refuse or discontinue any MLP Licence application at any time.

15.2 Trainer development

The basic trainer development process, published by the Company in marketing material from time to time, are constrained to the shortest possible timescale to enable any suitable nominated tutor

Delegate(s) to gain the knowledge and level of competency necessary to run MLP within a cost effective package. The Customer must ensure that any nominated trainer Delegate(s) hold relevant qualifications, experience and trainer potential to successfully complete the trainer assessment criteria.

The Customer should carefully consider the potential of the nominated trainer Delegate(s) and likely need for commissioning further development and coaching at the Customer's cost. The Company recommends further development to enable nominated trainer Delegates fuller confidence in the programmes.

Ordinarily the Customer's trainer Delegate(s) will be required to successfully complete mandatory pre-course learning using materials sent by the Company at the commencement of the development period. This may be subject to knowledge testing on arrival at any workshop. The Company reserves the right to refuse trainer Delegate(s) participation on a workshop or instigate cancellation or postponement as per these Conditions where trainers fail to achieve the necessary criteria.

For the avoidance of doubt, any trainer Delegate(s) will be subject to the health and safety requirements shown at 13.1 and in the case of In-House Delivery clause 13.2.

Where accessed via Open Delivery the Company will provide the training venue and refreshments taken during the working day. Travel, accommodation, subsistence and any other expenses incurred are the responsibility of the Customer.

For Customer's entering physical intervention programmes they should enable any trainer Delegate(s) to practise the skills on a regular basis with other qualified individuals. Such training must be recorded. In addition any injury, near miss or other incident must be recorded.

15.3 Trainer assessment

Trainer Delegate(s) assessment takes place over the course of the entire development programme. Each trainer Delegate will normally have an Assessment Portfolio to record the required assessment of two components:

- (i) To accurately demonstrate each skill and technique
- (ii) To deliver one, or more, sessions against performance statements

Any trainer Delegate(s) who achieves the assessment criteria for the entirety of the specified programme will be issued an appropriate certificate. Trainer Delegate certification enables the Customer's trainer Delegate(s) to deliver the specified programme only under the Customer's MLP Licence Agreement, terms and conditions.

The Company reserves the right to defer any trainer Delegate(s) failing to reach the assessment criteria. The Company will seek to identify development areas and, where appropriate, offer further coaching support and reassessment opportunities at the Customer's expense. Such work will be carried out on an individual case basis. Any deferred trainer Delegate(s) may be required to attend all or part of a further development workshop. Although the Company will operate in good faith in supporting any trainer Delegate(s) in achieving the assessment criteria, the Company reserves the right to cease further development, or further assessments, and withhold certification. This will result in the trainer Delegate(s) not being permitted to deliver the Company's programme for the Customer. Where only one trainer Delegate is nominated, this would prevent the Customer from running MLP. Refunds will not normally be available and the Company does not accept liability for any financial loss incurred by the Customer.

15.4 Tutor materials and IP rights

MLP trainer resources, programmes and use of intellectual property remain the property of the Company. They are only permitted to be used by a trainer Delegate certified by the Company, operating for the Customer under MLP Licence Agreement and Conditions. All trainer Delegate manuals, programmes and resources must be returned to the Company if the trainer fails to be certified or the

Customer's MLP Licence Agreement ceases. Trainer Delegate(s) must not deliver the Company's programmes, models or physical interventions, in full or part, to any person or group thereafter.

16. SAFERonline SERVICES

Without prejudice to the Company's other rights contained in these Conditions a Customer buying SAFERonline Services will be subject to a SAFERonline Licence Agreement.

17. MEDIA

Any media coverage or involvement in the Company's Supplies must be formally agreed by the Company.

18. CONSULTATION AND REVIEW SERVICES

The Customer appoints the Company to provide Consultancy Services or organisational review with effect from the agreed Commencement Date until the Consultation is completed or until this Agreement is terminated by agreement in writing with a Director of the Company. The Agreement may only be extended or renewed by the mutual agreement of the parties in writing.

19. DEFAULT

If the Customer makes default in any payment on the due date (time being of the essence) or is otherwise in breach of any of these terms, or if (being an individual) the Customer commits an act of bankruptcy or has a receiving order made against him or her or (being a company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed to the whole or any part of the Customer's business or undertaking, or if distress or execution is levied or threatened upon any of the Customer's property, then in any such case (and without prejudice to any other rights the Company have) the Company shall be entitled to repossess and re-sell goods delivered to the Customer and not paid for in full and for that purpose to enter upon the property in which they are situated.

The Company shall be entitled to suspend all further deliveries to the Customer until the default is made good or to refuse to deliver any further goods to the Customer and to re-sell any further goods ordered by the Customer whether they are the balance of an order or the whole part of a further order.

The Customer shall in any event be liable to make good to the Company any loss of profit on all such goods and all costs and expenses of repossession, storage, insurance and sale and to pay interest as provided above until actual payment.

20. USE OF PERSONAL DATA

"Personal Data" means, in relation to any Customer, or any representative of a Customer who is (in either case) a living individual, any data from which (whether alone or in combination with other information held by the Company) the Company can identify that Customer or that representative, regardless of how and when that data is provided. The Company may process Personal Data for all purposes contemplated in these Conditions or arising in the context of the relationship between the Company and the Customer including:

- i. Deciding whether to enter into any contract or arrangement with that Customer. This may include conducting credit reference searches against a Customer or its representatives and the

disclosure of information to the relevant agency as to how that Customer conducts its account, and other anti-fraud or identity checks;

ii. Order fulfilment, administration, customer services, profiling the Customer's purchasing preferences and to help to review, develop and improve the company's business and the goods and services it offers;

iii. Direct marketing of the Company's Products and Services and/or of the products and services of other companies in the Company's Group or third parties which the Company believes may be of interest to the Customer or its representatives, whether by post, fax, telephone, email, SMS, MMS or otherwise, to the extent that it is lawfully entitled to do so;

iv. Crime prevention or detection.

The processing of the Personal Data may involve:

i. The disclosure of that Personal Data to the Company's service providers and agents;

ii. The disclosure of that Personal Data to other companies in the Group whose products and services the Company believes may be of interest to that Customer or representative;

iii. The disclosure of that Personal Data to third parties whose products and services the Company believes may be of interest to that Customer or representative;

iv. The transfer of Personal Data outside of the EEA, including to countries whose laws may not provide adequate protection to Personal Data. The Company will only transfer Personal Data outside the EEA to companies who have guaranteed to the Company the same level of protection as that Personal Data would have received in the UK.

If at any time the Customer or its representatives does not wish his or her Personal Data to be used for any or all of the above purposes, the Customer should inform the Company in writing sent to: Maybo Ltd, Russet Farm, Redlands Lane, Robertsbridge, East Sussex, TN32 5NG or notify any of the Company's sales representatives when placing an order by phone.

21. LIEN

In the event of the Customer's insolvency the Company shall be entitled (in addition to any lien arising by law) to a general lien on all the Customer's goods in our possession (although the same or some of them may have been paid for) for any money due either in respect of such goods or in respect of any general or particular balance or other money due from the Customer to the Company, whether under the same or any other order.

22. FORCE MAJEURE

The Company shall be relieved of all liability for obligations incurred to the Customer whenever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond our control.

23. LAW

These conditions and the contract and all matters pertaining thereto shall be governed by English Law and the English courts shall have jurisdiction in relation thereto.

Annex A: Advisory letter for staff member allocated a physical intervention training course

Dear colleague

You have been allocated a place on a conflict management course starting at [*start time, date*] and completing on [*end date*] held at [*training venue*]. The course includes physical skills which we have identified as a need for your role.

The course is intended to help in reducing the risk to you and others. It will explore strategies and skills for reducing conflict. The physical interventions will be taught for situations where non-physical strategies have failed or are likely to fail. They will be considered within the requirements of your role, and application will be based on the context of where necessary and appropriate, and by the least intrusive means. Ethical, legal and medical issues will be considered.

Please note that there is always a possibility of injury when physical techniques are practised. It is important that you are satisfied that you are in sufficient physical and emotional health to practise these safely. If you are in any doubt please consult your [*line manager/training manager/occupational health team*]. These precautions are not intended to cause alarm. SAFERpi skills are simple, non-aggressive and do not rely on strength or high levels of fitness. During the training, the tutor will make every effort to build confidence and reduce risk.

To make this training as relevant as possible the tutor will encourage (but not pressure) participants to identify realistic situations that can be used for problem solving and practical scenarios. Please therefore, consider the specific risk situations you face in your role. You should wear comfortable practical clothing and shoes for the practice of physical interventions. Please do not wear sandals or flip-flops. We would also advise against wearing skirts or other clothing that might restrict your range of movement. In particular, please wear a minimum of jewellery as this will need to be removed when practising skills. On arrival, bring to your tutor's attention any injury or health related condition that could place yourself or others at increased risk during the training.

At the start of the course you will be provided with course workbooks. Shortly after the programme, on successful completion, you will receive a Maybo certificate. If you have any further questions, concerns or issues please contact me, otherwise I hope you enjoy the course and find it beneficial in making your work safer.

Yours sincerely,

Line manager/Tutor/Training manager



Maybo Ltd terms and conditions of sales

I understand and agree to be bound to these terms and conditions:

Signed:

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Name:

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Position:

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Organisation:

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Date

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Office use only

Customer ref. no.

T&C sent by:

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Date:

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T&C received by:

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Date:

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