

maybo

positive and safer outcomes



TERMS AND CONDITIONS

Maybo Limited

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.

1. 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

“Supplies” means any Goods or Services.

“in writing” includes electronic communications.

2. 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.

3. 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.

4. 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 the Bank of England base rate until payment is made in full.

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.

5. 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.

6. 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.

7. CANCELLATIONS AND POSTPONEMENTS

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 14 days' notice = 0% of total order value

Within 1 and 14 days of the agreed delivery date/time = 40% of total order value

Within 24 hours of the agreed delivery date/time = 80% of total order value

8. 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 agent's 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.

9. 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.

10. 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.

11. 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.

12. 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

14.1 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 (i.e. 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 Appendix 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 maximum 'participant to trainer' ratios apply to all Maybo training courses. Unless agreed otherwise in particular circumstances, the following ratios apply:

Courses with no physical interventions: 1 trainer to 15 participants

Courses with physical interventions: 1 trainer to 12 participants

Courses with restrictive physical interventions delivered under Maybo's BILD ACT Certification scheme: 2 trainers to 18 participants

14.2 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 all participants 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 a 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. See Appendices B for further guidance on venue requirements.

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 on each course 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 electronic 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. 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. Action taken in respect of participants who failed to demonstrate competence will include formal notification by the Company to the Customer, and feedback that will include: the areas in which they have failed to provide evidence of competency; the actions that can be taken to enable them to achieve competence in these areas; the implications of their current level of competence when working with individuals who present challenging behaviour. If this has implications for the person's future employment this must be managed by the Customer and is not the responsibility of the Company.

Employers are legally responsible for arranging refresher courses for their staff. Certificates will be valid for two (2) years, unless specified differently by the Company, accrediting body or sector guidance. In the case of Delegates completing physical intervention training the Company recommends update training everyone (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)

16.1 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.

16.2 Trainer Training

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.

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.

16.1 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.

16.1 Trainer Resources and Intellectual Property 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. MEDIA

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

17. 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.

18. 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.

19. 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, Redlands Lane, Robertsbridge, East Sussex, TN32 5NA or notify any of the Company's sales representatives when placing an order by phone.

20. 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.

21. 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.

22. 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.

Appendices

Appendix A: Essential Learner Safety Briefing for Maybo Physical Intervention Training

To be sent by Customer to all Customer employees due to attend Maybo training that includes physical skills.

Dear Learner,

You have been allocated a place on a Maybo training course that includes physical intervention skills which have been identified by your employer as providing safety and strategies necessary for your role. For more information about Maybo, please visit www.maybo.com.

Benefits: The course is intended to help reduce risks to you and others in your work. It will explore strategies and skills for reducing conflict and improving personal safety. The physical interventions taught are for use in last resort scenarios where non-physical strategies are insufficient and where there is imminent risk of harm. Physical intervention methods will be considered within the context and requirements of your role and the needs and vulnerabilities of the people you support and work with. This course focuses on reducing the need to use force and, when used, structuring force in safer, ethical and lawful ways.

Training Safety: Please note that while this training method is to help improve your safety and the safety of others, there is always a possibility of injury when physical techniques are practiced. It is important that your employer has determined that you need and can perform the techniques within the scope of your regular duties.

By participating in the Maybo training course, you confirm that you are able to engage in light to moderate physical activity.

Pregnant women should not teach or participate in Maybo *restrictive* physical intervention training. They can however participate in *non-restrictive* physical skills training when pregnant provided: (a) Their employer is aware and supportive, and (b) The person concerned is confident she is able to safely participate and wants to. She should first consult her doctor if unsure.

You need not participate in any training activity you feel is unsafe or makes you feel uncomfortable. Please participate at a level you are comfortable with in consultation with the trainer.

Clothing: Comfortable loose-fitting clothing and stable closed-toe shoes should be worn for the practice of physical interventions. Please keep jewellery to a minimum as it may need to be removed.

Behaviour: You are expected to behave professionally at all times during the training and are to show respect for each other and follow the trainer's safety instructions. If at any time during the training (or in its operational use) you observe any disruptive or unprofessional behaviour, please report it immediately to your trainer, your line manager or directly to Maybo.

Maybo can be contacted on 020 3966 7400. You can also contact Maybo anonymously online here: <http://www.maybo.co.uk/contact/feedback>).

If you have any further questions or concerns, please speak to your line manager. We hope you enjoy the course and find it beneficial in making your work safer.

Appendix B: Maybo Physical Intervention Training Venue Requirements

Environmental guidance for venues being used for the delivery of Maybo physical intervention programmes.

The Training Venue

This guidance aims to provide those responsible for the selection of training venues in which Maybo Physical Intervention Training will take place a clear understanding of environmental needs of the programme, trainer and learners.

Room Suitability

Rooms must be clear of obstacles - floor and wall surfaces must be free from obstructions. Furniture should be removed or stored in a safe area.

If the session includes the use of environmental obstacles, such as doorframes, these must be free of splinters, assessed for their suitability for the exercise and the area on both sides of the door must be clear of obstacles.

The venue should maintain a suitable temperature for the session and should ideally include a comfortable rest area.

An unobstructed area of approximately 2x2 metres per person, including the trainer, will provide the necessary room for movement and activity, therefore the maximum class size of 12 learners and one trainer requires a minimum clear floor area of approximately 52 square meters (2mtrs x 2mtrs x 13 people).

Any area of the room that has furniture stacked should ideally have at least 1 metre safety area between it and the practice area.

The length and width of practice areas should be a minimum of 4 metres.

The room shape must enable the trainer to have a clear line of sight to all Learners at all times.

Protective equipment

The skills contained in Maybo programmes do not require floor mats or protective equipment. Poorly fitting or interlocking mats can increase the risk of injury from trips and falls, especially where raised edges are present.

Risk Assessment

Prior to commencement of any training delivery trainers are required to carry out a venue risk assessment to establish any control measures that need implementing to reduce risk to acceptable levels.

Where a training venue is deemed unsafe by the trainer, and cannot be made safe, the training must not be delivered unless a suitable alternative venue can be provided.

If there is any doubt over the suitability of a training room, digital photographs of the suggested room can be emailed to Maybo at info@maybo.com, preferably in advance of the course.