

**1. INTRODUCTION**

- 1.1. These product terms apply whenever you have contracted with MourantGS Accounting Services Limited (**MAS**) for training services (the **Training Services**).
- 1.2. Definitions used and rules of interpretation set out in our General Terms available at [www.mourant.com](http://www.mourant.com) are treated as incorporated into these product terms. In addition:
- Client P&P** means your written policies and procedures that apply to your Representatives; and
- Training Material** means any course materials and information created, conceived, prepared or generated by MAS (or a Representative of MAS) for any training to be prepared for and/or delivered to you.
- 1.3. The Engagement Terms for Training Services are made up of:
- 1.3.1. an engagement letter between us and you;
- 1.3.2. these product terms;
- 1.3.3. the Guernsey jurisdiction terms;
- 1.3.4. the applicable parts of our General Terms (see Clause 6 of these product terms for more detail) and any document referred to in it that is not already mentioned in this Clause 1.3; and
- 1.3.5. any other document that expressly forms part of the Engagement Terms.
- 1.4. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.
- 1.5. We may change these product terms at any time. We will notify you of changes under Clause 34 (*Notices*) of our General Terms.

**2. TRAINING SERVICES**

- 2.1. If any MAS Representative cannot perform the Training Services due to injury, illness or some other reason, MAS will notify you of this as soon as practicable and:
- 2.1.1. propose an alternative date for delivering the Training Services; or
- 2.1.2. use reasonable endeavours to perform the Training Services via another Representative of MAS.
- 2.2. If the Training Services require MAS to gain access to your premises, data or other facilities, you will:
- 2.2.1. provide such access in a timely manner; and
- 2.2.2. be responsible (at your own cost) for preparing the premises, data or other facilities for the supply of the Training Services.
- 2.3. In relation to the Training Services:
- 2.3.1. MAS undertakes to assign competent and suitably qualified tutors for this purpose;
- 2.3.2. if the Training Services are delivered in person but not at MAS' premises, you must ensure those tutors are provided reasonable working conditions which meet at least the minimum standards set out in applicable laws and regulations on health and safety;
- 2.3.3. unless otherwise agreed, you are not authorised to record the training by video, audio or any other means; and
- 2.3.4. any cancellation made by you must be made by notice in writing. A cancellation fee will be levied as follows:

Cancellation fee	Date of cancellation notice
100% of agreed fee	Five or less days before the training
50% of agreed fee	Six to 10 days before the training

- 2.4. In addition to the cancellation fee referred to in Clause 2.3.4 above, MAS may also levy a preparation cost fee. This fee will be equal to the time spent by MAS (using the hourly rates of the Representatives involved) at the date of the cancellation notice. The combined amount of any cancellation and preparation cost fee is capped at the total of the agreed fee.
- 2.5. You agree that the Training Material is the property of MAS at all times in line with Clause 26 (*Our intellectual property and your use of our name*) of the General Terms. Neither you nor your Representatives may reproduce, store or transmit any part of the Training Material by any means without our prior written consent.

**3. YOUR POLICIES AND PROCEDURES**

- In performing the Training Services, MAS and its Representatives will only comply with and have regard to Mourant Group policies and procedures. To the extent that you wish to adopt Client P&P and apply this to MASL and/or its Representatives, this must be expressly agreed with MAS in writing. Neither MAS nor its Representatives will be liable for any breach of Client P&P unless our adherence to that Client P&P has been expressly approved by us in writing. This is the case even if our Representatives:
- 3.1. are aware of the existence of any Client P&P which may apply or which purports to apply to them; and/or
- 3.2. have been required to read or approve any Client P&P on your behalf in the course of performing the Training Services.

**4. ENDING THE TRAINING SERVICES**

Despite the longer notice of termination period specified in our General Terms, any party may end the Training Services at any time by giving not less than one calendar months' notice to the other.

**5. CONSEQUENCES OF ENDING THE TRAINING SERVICES**

In addition to the matters listed at Clause 32.3.1 of our General Terms, upon termination of the Training Services and upon your request, MAS will return (or procure that any Representative of MAS returns) any keys, security passes, documents, records and other property (to the extent legally and technically practicable) belonging to or relating to your business affairs which may be in the possession or control of MAS or its Representatives.

**6. DISAPPLICATION OF CERTAIN PARTS OF OUR GENERAL TERMS**

The following clauses of our General Terms are not relevant to the Training Services and are disappplied in full without affecting the numbering or application of the rest of our General Terms:

- (a) Clause 8 (*Our authority to take steps and seek advice*);
- (b) Clause 10 (*Specific authority*);
- (c) Clauses 13.2 to 13.5 (inclusive);
- (d) Clauses 15.2.12 and 15.2.14 to 15.2.15 (inclusive);
- (e) Clause 24 (*Delegation*); and
- (f) Clauses 32.1, 32.2 and 32.3.3.

Date: 18 October 2023