



TERMS OF SERVICE

1. Scope

a. This Agreement is between Elite Force Safety Limited ("we", "us", "our") and the Client receiving services ("you", "your"), commencing upon agreement and booking of services.

2. Definitions

a. "Materials" means any item in any media format supplied by us to you in connection with our services, including training content, videos, documents and resources, and/or containing our Intellectual Property.

b. "Intellectual Property" means all rights in our materials including (but not limited to) copyright, trademarks, know-how, training systems, methodologies and proprietary concepts, whether registered or unregistered.

c. "Purpose" means the provision of information, instruction and/or training to your employees only, to the extent set out in this Agreement.

3. General

a. This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

b. All goods or services supplied by us, whether by formal order, verbal agreement or otherwise, are supplied under these Terms, which override any variation unless agreed in writing.

c. You are deemed to have accepted these Terms upon our delivery of any goods or services.

d. In the event of any conflict between these Terms and any other correspondence, these Terms shall prevail.

e. We shall not be liable for any delay in service delivery or failure to perform our obligations where such results from events beyond our reasonable control, including but not limited to acts of God, industrial disputes, accidents, travel delays, vehicular breakdown, flood, fire, or government regulation.

4. Charges for Variation or Cancellation of a Confirmed Service Delivery Date

a. Once a service delivery date is agreed, a confirmation will be issued binding both parties to that agreed date(s).

b. If you cancel or change a confirmed service delivery date, we will charge a Variation Fee based on notice given:

- i. 42 days or more: No Variation Fee.
- ii. Between 42 and 30 days: 50% of the agreed service cost.
- iii. Less than 30 days: 100% of the agreed service cost.

c. In addition to the above, any non-refundable travel or associated costs already incurred and agreed with you will be charged in full.

d. Charges may be reduced proportionally if we are able to re-deploy our resources or mitigate the loss.

5. Intellectual Property Ownership, Protection and Usage

a. All Intellectual Property remains the exclusive property of Elite Force Safety Limited.

b. Subject to full payment, we grant you a non-exclusive, non-transferable licence to use the Materials solely for internal training purposes within your organisation.

Elite Force Safety Limited

Tel: 0333 224 8493 | Email: admin@eliteforcesafety.com

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c. You shall not, without our prior written consent:

- copy, reproduce, adapt or modify the Materials
- share, distribute or publish the Materials externally
- use the Materials to deliver training to third parties
- create derivative training based on our content or methods

d. Certain elements of our training, including but not limited to “Fighting Stance®” and “Green Zone®”, are registered trademarks of Elite Force Safety Limited. You shall not use, reproduce, adapt or distribute these terms or any associated methodologies outside of the permitted use defined within this Agreement.

e. You undertake to treat all Materials and associated information as confidential and not disclose them to any third party.

f. You agree to indemnify and hold us harmless against any claims arising from Intellectual Property you supply to us.

6. Payment

a. Payment shall be made via electronic transfer (e.g. BACS).

b. Invoices will be issued upon booking and prior to delivery of services.

c. Payment terms are 30 days from the invoice date unless otherwise agreed in writing.

d. Full payment is required prior to the release of any audio-visual productions.

e. Statutory interest will be charged on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

f. We reserve the right to recover reasonable debt recovery costs incurred due to late payment.

7. Obligated Attendance

a. Where we are required to attend meetings or proceedings (including legal or regulatory matters) as a result of services provided, you agree to reimburse us at our applicable daily rate plus reasonable expenses.

b. This clause applies regardless of any other arrangements or obligations.

8. Contract Termination

a. Either party may terminate this Agreement for convenience by providing 90 days' written notice.

b. We may terminate this Agreement immediately by written notice if you breach any part of this Agreement which is incapable of remedy, or if capable of remedy is not rectified within 30 days.

c. Any breach of our Intellectual Property rights shall be deemed a breach incapable of remedy.

d. Termination shall be without prejudice to any rights or remedies accrued prior to termination.

9. Survivability

a. All clauses relating to Intellectual Property, confidentiality, obligated attendance and any other provisions intended to survive termination shall remain in force indefinitely.

10. Digital Services and Platform Access

a. Where access to digital content, platforms or subscription-based services is provided, access is granted for the agreed

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duration only.

- b. Access is non-transferable and limited to the organisation or users specified at the time of purchase.
- c. You shall not share login details or provide access to third parties outside your organisation.
- d. We reserve the right to suspend or terminate access in the event of misuse, breach of these Terms or non-payment.
- e. We may update, amend or improve digital content at any time without prior notice.

ENDS