

# **London Business Training & Consulting**

## **CLIENT OBLIGATIONS**

### 1. Client must:

- 1.1 co-operate with LBTC and promptly provide LBTC with such information, assistance and materials as LBTC may reasonably require from time to time in order to enable or facilitate LBTC to comply with its obligations under this agreement;
- 1.2 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- 1.3 have a minimum level of B1 Intermediate English, i.e., you can:
  - understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc.
  - deal with most situations likely to arise whilst travelling in an area where the language is spoken.
  - produce simple connected text on topics, which are familiar, or of personal interest.
  - describe experiences and events, dreams, hopes & ambitions and briefly give reasons and explanations for opinions and plans.
- 1.4 comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which Services are provided;
- 1.5 only use the premises at which Services are provided for the purposes of the Services;
- 1.6 treat all LBTC staff and fellow Delegates, associates or others with respect;
- 1.7 practise and promote equality;
- 1.8 switch off mobile phones and any other communicating devices when you are in a Course;
- 1.9 follow the LBTC Wi-Fi Policy;
- 1.10 attend all Courses on time;
- 1.11 keep your consultant(s) informed of any difficulties you may have which affect your Course, so that we can support you:
- 1.12 dress in a way that does not offend others;
- 1.13 dispose of litter responsibly by using bins located in every LBTC classroom; and
- 1.14 not smoke on or immediately outside LBTC premises.
- 2. You must keep and maintain all our loan Materials, equipment, documents and other property in safe custody at your own risk, maintain the loan Materials in good condition until returned to us, and not dispose of or use the Materials other than in accordance with our written instructions or authorisation.
- 3. Your personal possessions are your sole responsibility and LBTC accepts no responsibility and/or liability for anything that is lost or stolen from its venues. You are advised during a Course to keep your valuables with you at all times.
- 4. If you require a Short-term study visa to enable you to attend a Course with LBTC you are responsible for obtaining the necessary visa and for ensuring that your compliance is satisfactory to meet your visa requirements.
- 5. Where LBTC agrees to provide a Service at a location provided by the Client, the Client shall:
  - 5.1 be responsible at its own expense for arranging all necessary resources and facilities in accordance with LBTC's stated minimum requirements for the Service;
  - 5.2 provide access to its premises as required by LBTC from time to time to enable LBTC to comply with its obligations under this agreement. The Client shall take full responsibility for the safety and security of LBTC's personnel whilst at the Client's premises;
  - 5.3 ensure that the Services it requests are suitable to meet the needs of the Client and/or Delegates;



# **London Business Training & Consulting**

- 5.4 to the extent that LBTC's personnel are required to work at the Client's premises, provide adequate office space and provision of normal office services at those premises;
- 5.5 to the extent that the performance of the Services requires the use of the Client's equipment, ensure that LBTC's personnel are given such access to the equipment as is necessary to facilitate the performance of the Services. Any equipment which belongs to the Client and which is used by LBTC or its personnel, whether at the Client's premises or elsewhere, shall remain at the Client's risk and LBTC shall not assume any responsibility or liability for the safety and security of such equipment. The Client shall take all reasonable precautions to safeguard the health and safety of LBTC's personnel whilst working with equipment which belongs to the Client or is located at the Client's premises. The Client shall ensure that such equipment at all times complies with all relevant statutory regulations and approved codes of practice, including without limitation those issued pursuant to the Health and Safety at Work Act 1974; and
- 5.6 indemnify LBTC forthwith on demand in respect of any losses, damages, costs, claims and expenses that LBTC suffers as a result of any loss or theft of or damage to any LBTC property while it is at such location of the Service delivery and or as a result of any death or personal injury sustained by any person at such location.
- 6. You acknowledge that LBTC operates a zero-tolerance policy in relation to inappropriate behaviour of Delegates, including but not limited to:
  - 6.1 Radicalisation
  - 6.2 Extremism
  - 6.3 bullying;
  - 6.4 harassment:
  - 6.5 aggressive and threatening offensive behaviour or language;
  - 6.6 fraud and deceit;
  - 6.8 cheating and plagiarism;
  - 6.9 theft;
  - 6.10 intentional or reckless damage to LBTC or Client property or equipment;
  - 6.11 material incapacity through alcohol or illegal drugs on LBTC premises;
  - 6.12 breach of the LBTC Wi-Fi Policy;
  - 6.13 failure to meet student visa requirements; and
  - 6.14 smoking on LBTC premises.
- 7. LBTC may at its reasonable discretion and without liability or an obligation to refund Fees, refuse to supply any Service to any Client and may refuse to admit to, and may remove from any LBTC premises, any Delegate whose participation in any Course would, in LBTC's reasonable opinion, be undesirable or whose behaviour LBTC considers is or may be in breach of this agreement.
- 8. Wi-Fi Policy:
  - 8.1 Wi-Fi offered by LBTC is solely for use by its employees and prospective and enrolled Delegates physically present on LBTC premises. Your use of our "LBTC Wi-Fi" represents your agreement to these terms.
  - 8.2 These terms can be modified at any time, and your continued use of the LBTC Wi-Fi indicates your acceptance of those modified terms.
  - 8.3 You will use the LBTC Wi-Fi for personal, non-commercial use only.
  - 8.4 You will not use the LBTC Wi-Fi in a manner that interferes with LBTC's ability to offer the LBTC Wi-Fi to others.



# **London Business Training & Consulting**

- 8.5 Passwords provided to you to access the LBTC Wi-Fi are intended only for the relevant Delegates or staff members and must not be disclosed to or used by any third parties.
- 8.6 You will not use the LBTC Wi-Fi to transmit or store improper or unlawful material. "Improper material" means any text, graphic, audio-visual, visual or aural material that: (i) infringes the proprietary rights of another person, including copyright, trademark, patent and rights of privacy and publicity; (ii) contains viruses or other destructive programmes; (iii) is harassing, embarrassing, sexually explicit, profane, obscene, intimidating, libellous or defamatory; (iv) provides false or misleading information, constitutes fraud, or is otherwise unlawful; and/or (v) is related to terrorism or extremism.
- 8.7 You acknowledge and agree that you are solely responsible for your conduct in using the LBTC Wi-Fi, and you indemnify and hold harmless LBTC and its affiliates, officers, agents or other partners and employees from any claim or demand, including legal fees, made by any third party due to or arising out of your use of the LBTC Wi-Fi, your connection to the LBTC Wi-Fi, your violation of these terms, or your violation of the rights of another.
- 8.8 You will immediately comply with any request from LBTC that you cease any conduct that LBTC, in its sole discretion, considers a violation of these terms.
- 8.9 Without prior notice, LBTC may terminate this agreement, your password or your use of the LBTC Wi-Fi, for any reason, including, without limitation, if LBTC, in its sole discretion, believes you have violated this agreement or any of the applicable policies. Clauses of this agreement relating to disclaimer of warranties and limitation of liability shall survive termination of this agreement and the LBTC Wi-Fi.