



INITIATIVE
TRAINING GROUP

GENERAL TERMS AND CONDITIONS

Professional services, training and digital materials

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Contracting entity

The Initiative Training GP Limited, company number 06204390, trading as Initiative Training Group and Initiative Training Oracle.
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How these terms work

These Terms govern the supply of consultancy, travel risk management, training, protective security support, digital content and related services by ITG. A signed Task Order, statement of work or accepted proposal records the scope, price and practical arrangements for each engagement.

Important: These Terms are written primarily for business clients. Schedule 2 preserves the additional statutory rights that apply when an individual buys as a consumer.

Order of precedence

- the signed Task Order, statement of work or other written service-specific agreement;
- any service-specific addendum, including a protective security or high-risk travel addendum;
- these General Terms and Conditions;
- the accepted proposal or quotation; and
- the relevant Website Terms, Privacy and Cookies Policy, Online Training Policy and Online Materials Policy.

Where two documents conflict, the document appearing earlier in the list above takes priority, but only to the extent of the conflict.

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GENERAL TERMS AND CONDITIONS

1 Definitions

1.1 In these Terms:

1.1.1 "Business Client" means a Client acting wholly or mainly for purposes relating to its trade, business, craft or profession.

1.1.2 "Client" means the person or organisation buying Services from ITG and includes a Business Client or Consumer, as applicable.

1.1.3 "Client Materials" means information, documents, systems, data, branding or other materials supplied by or for the Client.

1.1.4 "Consumer" means an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.

1.1.5 "Deliverables" means the reports, plans, policies, training materials, briefings, assessments, digital content or other outputs identified in a Task Order.

1.1.6 "Fees" means the charges stated in the Task Order, together with approved expenses, VAT and any other sums properly due under the Contract.

1.1.7 "ITG", "we", "us" or "our" means The Initiative Training GP Limited, company number 06204390, trading as Initiative Training Group and Initiative Training Oracle.

1.1.8 "Participant" means a person attending training, receiving a briefing, using digital materials or otherwise taking part in the Services.

1.1.9 "Services" means the services, access and Deliverables described in the Task Order.

1.1.10 "Task Order" means a proposal, quotation, statement of work, booking confirmation, purchase order accepted by ITG, or other written document describing an engagement.

1.1.11 "Working Day" means Monday to Friday, excluding public holidays in England.

2 Contract formation and scope

2.1 A quotation or proposal is an invitation to contract, not a binding offer. A Contract is formed when ITG confirms acceptance in writing, both parties sign a Task Order, the Client pays a required deposit, or ITG starts work at the Client's request, whichever occurs first.

2.2 Terms printed on or referred to in a Client purchase order do not apply unless ITG expressly agrees them in writing. Routine acknowledgement of a purchase order does not amount to acceptance of the Client's terms.

2.3 The Task Order defines the scope. Anything not stated is excluded. The Client may not rely on informal discussions, draft documents or assumptions that are not recorded in the Contract.

2.4 ITG may use suitably qualified employees, consultants and subcontractors to perform the Services. ITG remains responsible for their work to the same extent as if it had performed the work itself.

2.5 Dates are estimates unless the Task Order expressly states that a date is fixed. ITG is not responsible for delay caused by the Client, a Participant or a third party outside ITG's reasonable control.

3 Our standard of service

3.1 ITG will perform the Services with reasonable care and skill and in material accordance with the Task Order.

3.2 Unless expressly agreed, ITG does not promise a particular operational, commercial, security, travel or training outcome. Advice and Deliverables support decision-making; they do not replace the Client's own governance, legal duties, insurance arrangements or management judgement.

3.3 Reports, assessments and recommendations are based on the information available, the agreed scope and conditions at the stated date. ITG is not required to update a Deliverable after issue unless the Task Order includes an update service.

3.4 ITG may make minor changes to methods, instructors, venues, platforms or content where reasonably necessary, provided the overall nature and standard of the Services are not materially reduced.

4 Travel risk and protective security limitations

4.1 Travel and security conditions can change rapidly. No risk assessment, briefing, training course, itinerary review, intelligence product or protective measure can remove all risk or guarantee personal safety.

4.2 The Client remains responsible for travel authorisation, go/no-go decisions, duty-of-care arrangements, traveller tracking, insurance, medical and evacuation provision, visas, permissions and compliance with official advice and local law.

4.3 ITG may rely on official, commercial and human sources that it reasonably considers credible, but cannot guarantee that third-party information is complete, current or accurate.

4.4 Where protective security or high-risk support is provided, task-specific operational instructions and any service addendum apply. ITG personnel may alter, suspend or stop activity where they reasonably consider an instruction unlawful, unsafe, outside scope or inconsistent with professional judgement.

4.5 ITG is not an emergency service, insurer, medical provider, law firm or government authority. Unless specifically contracted, ITG does not provide continuous monitoring, emergency response, medical advice or legal advice.

5 Client responsibilities

5.1 The Client must cooperate with ITG and provide complete, accurate and timely information, access, decisions, documents, systems and personnel reasonably needed to perform the Services.

5.2 The Client must promptly tell ITG about material changes, hazards, incidents, known vulnerabilities, medical or accessibility requirements relevant to delivery, and any legal, regulatory, cultural or site restrictions.

5.3 The Client is responsible for checking that the Services are suitable for its intended purpose and that Participants meet any prerequisites stated in the Task Order.

5.4 The Client must obtain all permissions needed for ITG to use Client Materials and must ensure that its instructions and Client Materials are lawful, accurate and do not infringe third-party rights.

5.5 The Client must not require ITG personnel to work in conditions that are unsafe or materially different from those disclosed. ITG may require a revised risk assessment, resources, timetable or Fees before continuing.

5.6 No third party may rely on the Services or Deliverables unless ITG agrees in writing. The Client is responsible for how it communicates and applies ITG's work within its organisation.

6 Training and participant requirements

6.1 The Client must ensure that Participants are fit, appropriately equipped and able to take part safely. Participants must follow reasonable safety, conduct and platform instructions.

6.2 A Participant may be removed from a course or activity where their conduct is unsafe, unlawful, disruptive, discriminatory, intoxicated or likely to harm another person, property or the learning environment. No refund is due in those circumstances.

6.3 Practical exercises may involve physical activity, realistic scenarios or discussion of distressing events. ITG will explain material requirements in advance where reasonably practicable, but Participants must raise concerns before taking part.

6.4 Accreditation, assessment, appeals, substitutions, certificates and digital access are governed by Schedule 1 and any relevant course policy.

7 Fees, expenses and payment

7.1 Fees are exclusive of VAT unless stated otherwise. VAT will be charged at the applicable rate.

7.2 Unless the Task Order states otherwise, invoices are due within 30 days of the invoice date. Non-account Clients, Consumers and online purchasers may be required to pay in full before delivery or access.

7.3 The Client must reimburse reasonable travel, accommodation, subsistence, venue, licensing, courier and third-party costs stated in the Task Order or approved in advance. ITG may require these costs to be paid before commitment.

7.4 The Client must pay invoices in full without set-off, counterclaim, deduction or withholding, except where the law requires otherwise.

7.5 For a Business Client, overdue sums carry statutory interest and recovery compensation under the Late Payment of Commercial Debts (Interest) Act 1998, as amended. ITG may also recover reasonable additional debt-recovery costs where legally permitted.

7.6 ITG may suspend work, withhold access, reports, certificates or licences, and decline further bookings while any undisputed amount remains overdue. Suspension does not remove the Client's payment obligations or extend agreed dates.

7.7 Where Fees are based on assumptions, volumes, locations, named users or information supplied by the Client, ITG may adjust the Fees if those assumptions materially change.

8 Changes, postponement and cancellation

8.1 A change to scope, timing, location, number of Participants, user licence or method of delivery must be agreed in writing. ITG may revise the Fees, resources and timetable to reflect the change.

8.2 If a Business Client cancels all or part of a Task Order, it must pay for work completed and all committed or non-cancellable costs, plus the following percentage of the Fees for the cancelled work:

- more than 20 Working Days before the scheduled start: 10%;
- 11 to 20 Working Days before the scheduled start: 25%;
- 6 to 10 Working Days before the scheduled start: 50%;
- 3 to 5 Working Days before the scheduled start: 75%; and
- 0 to 2 Working Days before the scheduled start, after mobilisation, or after work has started: 100%.

8.3 The percentages in clause 8.2 are agreed as reasonable compensation for capacity reserved, mobilisation, administration and likely loss. ITG will give credit for material costs it reasonably avoids and will not recover more than 100% of the affected Fees, excluding work already completed and committed costs.

8.4 A reduction in scope is treated as cancellation of the removed work. A postponement is treated as cancellation unless ITG agrees otherwise in writing.

8.5 Where ITG agrees a postponement, the Client must pay work completed, committed costs and any reasonable rescheduling charge stated by ITG. A second postponement may be treated as cancellation. Any new date is subject to availability and must normally be within 60 days.

8.6 A substitute Participant may attend training at no additional charge if ITG is notified before the course starts and the substitute meets the prerequisites. Places may not be shared.

8.7 ITG may cancel or reschedule for safety, illness, insufficient attendance, venue failure, travel disruption or another reasonable operational cause. ITG will offer a replacement date, credit or refund of the affected prepaid Fees. Except where liability cannot legally be excluded, ITG is not responsible for the Client's separate travel, accommodation or consequential costs.

8.8 Consumer cancellation rights are set out in Schedule 2 and take priority over this clause where applicable.

9 Intellectual property and permitted use

9.1 Each party keeps ownership of intellectual property it owned or developed independently of the Contract. The Client owns Client Materials. ITG owns its methods, know-how, frameworks, templates, course content, software, branding, generic materials and improvements to them ("Background Materials").

9.2 On full payment, ITG grants the Client a non-exclusive, non-transferable licence to use the Deliverables and embedded Background Materials for the internal purpose stated in the Task Order.

9.3 Unless the Task Order states otherwise, the licence is limited to one legal entity and up to ten named internal users. A Deliverable expressly commissioned as an organisation-wide policy, plan or procedure may be circulated internally throughout that organisation.

9.4 The Client must not sell, sublicense, publish, distribute externally, remove ownership notices from, or create a competing commercial product from ITG materials. Shared logins and unauthorised copying are prohibited.

9.5 The Client must not upload confidential ITG materials to a public artificial-intelligence service, use them to train a model, or place them in a third-party knowledge base accessible outside the licensed organisation without ITG's written permission.

9.6 Third-party materials remain subject to their own licence terms. ITG does not transfer ownership of them.

9.7 ITG may use general skills, experience, ideas and anonymised learning gained during an engagement, provided it does not disclose the Client's Confidential Information or personal data.

10 Confidentiality

10.1 Each party must keep the other party's confidential technical, operational, security, commercial and personal information confidential and use it only to perform or receive the Services.

10.2 Confidentiality does not apply to information that is public other than through breach, already lawfully known, independently developed, lawfully received from a third party, or required to be disclosed by law, a regulator or a court.

10.3 A party may disclose confidential information to its personnel, professional advisers, insurers and subcontractors who need it and are bound by suitable confidentiality obligations.

10.4 These obligations continue for five years after the Contract ends. Trade secrets and security-sensitive operational information remain protected for as long as they retain that character.

11 Data protection

11.1 Each party must comply with applicable UK data protection law, including the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025, in each case as amended or replaced.

11.2 The parties will usually act as independent controllers for business contacts, Participants and engagement administration. ITG's Privacy and Cookies Policy explains how it uses personal information.

11.3 If ITG processes personal data solely on the Client's documented instructions as a processor, the parties will put appropriate data-processing terms in place before that processing begins.

11.4 The Client must provide personal data lawfully, minimise it to what is necessary, use agreed secure channels and tell ITG before sending special category, criminal offence, medical or highly sensitive travel data.

11.5 Each party must notify the other without undue delay of a personal data breach materially affecting the Contract and provide reasonable cooperation with legal and regulatory obligations.

12 Compliance and lawful conduct

12.1 Each party must comply with applicable law, including anti-bribery, anti-money laundering, sanctions, export control, modern slavery, equality, health and safety and licensing requirements relevant to the Services. ITG's own commitments in these areas are set out in its Anti-Slavery and Human Trafficking Policy, Equality, Diversity and Inclusion Policy and Fraud Prevention and Response Policy, available on request.

12.2 The Client must not ask ITG to facilitate unlawful entry, surveillance, weapons activity, bribery, sanctions evasion, discrimination, concealment of an incident or any other unlawful or unethical conduct.

12.3 ITG may carry out proportionate due diligence and may refuse, suspend or terminate work where it reasonably believes that performance would be unlawful, unsafe, misleading, outside insurance cover or likely to expose a person to unacceptable risk.

13 Liability

13.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title, or any liability that cannot legally be excluded or limited.

13.2 Subject to clause 13.1, ITG is not liable to a Business Client for indirect or consequential loss, or for loss of profit, revenue, business, contracts, opportunity, goodwill, anticipated savings or data, whether direct or indirect.

13.3 Subject to clause 13.1, ITG's total aggregate liability to a Business Client arising from a Task Order, whether in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise, is limited to the total Fees paid or payable under that Task Order.

13.4 ITG is not liable to the extent loss results from inaccurate, incomplete or late Client information; a Client decision or instruction; use outside the agreed purpose; unauthorised alteration; failure to implement a recommendation; changing conditions after the relevant date; or an act or omission of a third party outside ITG's control.

13.5 The Client must take reasonable steps to mitigate loss. ITG is not responsible for loss that could reasonably have been avoided through timely action, insurance, backup arrangements or compliance with the Contract.

13.6 For Consumers, this clause applies only so far as permitted by law and does not affect statutory rights. Consumer-specific provisions appear in Schedule 2.

13.7 A Business Client indemnifies ITG against third-party claims, losses and reasonable costs arising from unlawful Client instructions, infringement by Client Materials, or the Client's unauthorised distribution or misuse of Deliverables, except to the extent caused by ITG's breach or negligence.

14 Suspension and termination

14.1 ITG may suspend performance on written notice if the Client fails to pay an undisputed amount, fails to provide required information or access, breaches safety or conduct requirements, or creates a legal, regulatory or security risk.

14.2 Either party may terminate a Contract immediately by written notice if the other commits a material breach that cannot be remedied, or fails to remedy a remediable material breach within 10 Working Days after written notice.

14.3 Either party may terminate immediately if the other becomes insolvent, ceases business, is subject to a relevant sanctions prohibition, or performance becomes unlawful.

14.4 Termination does not affect accrued rights. The Client must pay Fees for work completed, committed costs and any cancellation charge properly due. Clauses intended to survive termination, including payment, intellectual property, confidentiality, data protection, liability and governing law, continue.

15 Force majeure

15.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil disorder, border closure, government action, industrial dispute, transport failure, utility or communications outage, cyber incident not caused by its failure to take reasonable care, or serious illness.

15.2 The affected party must take reasonable steps to reduce the impact and resume performance. If the event continues for more than 30 days and materially prevents performance, either party may terminate the affected Services. The Client remains liable for work completed and committed costs.

16 Notices

16.1 Formal notices must be in writing and sent by hand, prepaid first-class post or email to the address stated in the Task Order or, for ITG, to its registered office and info@initiativetraininggroup.com.

16.2 A notice is treated as received: if delivered by hand, when delivered; if posted within the UK, at 9:00 am on the second Working Day after posting; and if emailed, when sent without a delivery-failure message, provided that an email sent after 5:00 pm or on a non-Working Day is treated as received at 9:00 am on the next Working Day.

16.3 This clause does not apply to service of court proceedings or other documents where formal legal rules prescribe a different method.

17 General provisions

17.1 The Client may not assign, transfer or subcontract its rights or obligations without ITG's written consent. ITG may assign the Contract to an affiliated business or as part of a sale or reorganisation, and may subcontract performance under clause 2.4.

17.2 No variation is effective unless recorded in writing and agreed by authorised representatives of both parties.

17.3 A delay or failure to exercise a right is not a waiver. A waiver is effective only in writing and only for the specific matter stated.

17.4 If a provision is unlawful or unenforceable, it will be modified to the minimum extent necessary or removed, and the remaining provisions continue in force.

17.5 The Contract is the entire agreement concerning its subject matter and replaces earlier discussions, correspondence and representations. This does not exclude liability for fraud or fraudulent misrepresentation.

17.6 Nothing creates a partnership, joint venture, employment relationship, fiduciary relationship or agency between the parties.

17.7 A person who is not a party to the Contract has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

17.8 Electronic signatures and counterparts are valid. Each counterpart forms part of the same agreement.

18 Governing law and disputes

18.1 The Contract and any non-contractual obligations arising from it are governed by the law of England and Wales.

18.2 The parties will first try in good faith to resolve a dispute through senior representatives. If it is not resolved within 10 Working Days after written escalation, either party may bring proceedings.

18.3 The courts of England and Wales have exclusive jurisdiction for Business Clients. A Consumer may also have rights to bring proceedings in the part of the United Kingdom where the Consumer lives.

SCHEDULE 1

Training, assessments and digital materials

S1.1 Course descriptions are summaries. ITG may update content, examples, instructors, platforms and exercises to maintain relevance, safety or quality, provided the overall learning purpose is not materially reduced.

S1.2 Course Fees include only the items stated in the booking confirmation. Travel, accommodation, meals, equipment, examinations, awarding-body charges and third-party licences are excluded unless expressly included.

S1.3 All required Fees must be paid before attendance, assessment, release of a certificate or access to digital materials, unless ITG has approved account terms in writing.

S1.4 Digital access is personal to the authorised user and lasts for the period stated in the booking confirmation. If no period is stated, access lasts for 12 months from activation. ITG may suspend an account for non-payment, misuse, shared credentials or security concerns.

S1.5 The Client and Participant are responsible for compatible devices, internet access, browser settings and basic digital competence. ITG is not responsible for failures in the Participant's equipment, network or third-party platform.

S1.6 Unauthorised recording, copying, screen capture, redistribution, publication, resale or credential sharing is prohibited. ITG may use reasonable technical controls to protect content and monitor licence compliance.

S1.7 A certificate confirms attendance, completion or assessment only as stated. It does not itself certify suitability for a role, licence a regulated activity or guarantee competence beyond the assessment criteria.

S1.8 Where a formal assessment is included, a Participant may appeal on the ground that the assessment decision or procedure was materially incorrect. The appeal must be submitted in writing within 10 Working Days of notification and must state the grounds and supporting information.

S1.9 ITG will arrange an impartial review by a person not responsible for the original decision where reasonably practicable. The review decision is final within ITG's internal process, without affecting any awarding-body or statutory right.

S1.10 Free or promotional materials have no cash value and are supplied subject to availability. Replacement of lost or damaged physical materials may be charged.

S1.11 Where a course is cancelled by ITG, clause 8.7 applies. Where a Participant is unable to attend, substitution and cancellation are governed by clause 8 and any more specific booking terms.

SCHEDULE 2

Consumer cancellation and statutory rights

S2.1 This Schedule applies only where the Client is a Consumer. It supplements the main Terms and takes priority where consumer law requires.

S2.2 Nothing in the Contract removes or reduces statutory rights under the Consumer Rights Act 2015 or other applicable consumer law. Services must be performed with reasonable care and skill, and digital content must meet applicable statutory standards.

S2.3 For a distance or off-premises contract, a Consumer normally has 14 days from the day after the Contract is entered into to cancel without giving a reason.

S2.4 The Consumer may cancel by any clear statement, including by email to info@initiativetraininggroup.com, by post to ITG's correspondence or registered address, or by using the model cancellation wording at S2.10. ITG will acknowledge cancellation on a durable medium where required.

S2.5 If the Consumer asks ITG to start a service during the 14-day cancellation period and then cancels, ITG may charge a proportionate amount for the service supplied up to cancellation.

S2.6 The right to cancel a service ends when the service has been fully performed, but only where performance began after the Consumer's express request and acknowledgement that the right would be lost on full performance.

S2.7 For digital content not supplied on a tangible medium, the right to cancel is lost once supply begins only where the Consumer has given prior express consent, acknowledged that the right to cancel will be lost, and received the required confirmation.

S2.8 Where cancellation is valid, ITG will refund sums due without undue delay and normally within 14 days, using the same payment method unless otherwise agreed. ITG may make deductions permitted by law for Services supplied at the Consumer's request.

S2.9 Complaints may be sent to info@initiativetraininggroup.com. ITG will acknowledge a data protection complaint within the period required by law and will handle other complaints promptly and fairly.

S2.10 Model cancellation wording

To: The Initiative Training GP Limited, trading as Initiative Training Group / Initiative Training Oracle

I give notice that I cancel my contract for the following service or digital content:

Ordered on / contract entered into on:

Consumer name and address:

Signature (only if sent on paper):

Date:

End of General Terms and Conditions