

**The Anvil Organisation Ltd.**  
**Memorandum of Terms and Conditions for Training Services**

**Introduction**

The intent of this memorandum is to clarify the parameters under which The Anvil Organisation Ltd. conducts training events. It will help ensure that the event is not set up to fail. The company has an excellent record in terms of student feedbacks. It has had to take emergency measures in order to rescue events on a number occasions. The reason that the measures were effective was that they took place in the context of a basically sound event. The measures counteracted the problem and returned the event to nominal. In all cases, the student feedbacks proved that the event turned out to their satisfaction.

Although the presenter can and does have a make or break effect on the conduct of an event, there are other factors outside of the presenter's control that can have as much or even more effect. This memo tries to quantify those factors and prevent them from compromising the event.

The students are unlikely to differentiate between the effect of any of these other factors and the competence of the trainer if they did not receive the quality of service they expected. They will almost certainly blame the person stood in front of them. A failed training event is likely to cost far more in damage to the company's reputation than the number at the bottom of that one invoice.

Yours

Andrew Meredith CEng CIP  
Director, The Anvil Organisation Ltd.

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**Please note that the terms contained in this memorandum are considered accepted by the customer when an event form for a training event is signed off.**

**Third Party Training Materials**

If the materials used by the presenter were not supplied by the presenter they must be up to date, complete, tested and of production quality. The presenter will assume that the students, or their organisation have confirmed that the content of the materials conforms to their requirements. This task is not the presenter's responsibility. The presenter is the final arbiter of the suitability of the materials.

**Timetable for Delivery of Third Party Training Materials to the Presenter**

The course materials will first be reviewed for suitability. This work is not intended to be a development activity. No alterations will be made to the materials other than superficial mark up on paper copies to facilitate either feedback of problems in the materials or eventual presentation of the materials to students. Five working days must be allocated to allow for this activity to take place without affecting other work being undertaken by the presenter.

The course material preparation period starts 10 working days before the event in order to allow sufficient time to be laid by for the work, as interlaced with other work. As with the review period, during the preparation period no alterations will be made to the materials.

As a consequence of the 5 day review period and the 10 day preparation period, course materials must be supplied 15 working days or more before the event. It is a breach of these arrangements if the materials are supplied late. It would also be a breach of these arrangements if the materials were found to be obsolete, incomplete, untested or not of production quality.

**Third Party Training Materials Delivery Media**

In order to properly prepare for the event, the presenter must have access to the training materials prior to the event. The timetable for this delivery is dealt with above. If the delivery is of a form that is not of use to the presenter, they have effectively not been delivered as they cannot be used.

**Review Phase**

As far as the initial 5 day review period is concerned, the following media are acceptable: Paper, PDF, Open Office Native Document Format.

[Please note that Microsoft formats are not acceptable as the company does not support the use of MS Windows on company machines]

**Preparation Phase**

In order to facilitate the process of preparation the presenter will need to physically mark up the materials to be used during the event to aid the flow of presentation. This cannot properly be done on electronic copies of the course materials. Therefore the only acceptable format for delivery of the materials for the 10 working day preparation phase is as a printed bound document of the same pagination as the copies to be given the students.

If there is some question about the suitability of the materials for the course in question, it might be wise for the customer to deliver the materials in electronic form for the review phase and only deliver the bound form once all is found to well.

If the presenter does not have the materials in paper form for the start of business of the day 10 working days before the event, then these terms are considered to be breached.

**Classroom Computing Hardware**

If the presenter is not arranging the classroom computing equipment, it is incumbent on the customer to ensure that the machines supplied for the classroom are compatible with the software to be used as part of the course. It is also incumbent on the customer to ensure that the software installed on the machines is in line with the configuration expected by the course materials. Unless agreed and noted on the event booking form, the installation and configuration of the classroom machines is the responsibility of the customer.