

Terms & Conditions of Business - Training

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1. GENERAL & DEFINITIONS

In these conditions:

The "Seller" or "Company" means Plant & Logistics Training Limited t/a RCSC Training, of 8 Darklake View, Estover, Plymouth, PL6 7TL.

The "Buyer" means the individual, group, firm, company or organisation with whom the Seller contracts.

"Weekdays" means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays

"Working Days" means Weekdays, excluding Bank Holidays.

"Working Hours" means 09:00-17:00 hours on any Working Day.

Any agreement made between the Seller and the Buyer in relation to the provision of training and related services, hereinafter called the "Contract", shall only be subject to these terms and conditions.

Any representation or warranty made by or on behalf of the Seller prior to the Contract orally or in writing is hereby expressly excluded and shall be of no effect.

A Seller's quotation shall be deemed to have been withdrawn unless the buyer accepts the quotation within 14 days of the date of issue, or otherwise the date specified on the quotation.

If the seller enters into a contract without the seller having submitted a written quotation or a standard acknowledgement of order form but in circumstances when the buyer has had prior notice of these conditions, then all the goods and materials supplied or work done or services rendered shall be subject to these conditions.

2. SUITABILITY OF TRAINING

The Seller will provide information to the Buyer relating to the training that it offers and will make reasonable effort to ensure that any training booked by the Buyer is suitable for the delegate(s) for whom the training is intended.

Any information provided by the Seller will be accurate to the best of the Seller's knowledge, however the Seller cannot guarantee the absolute accuracy of information offered except that which relates to anything solely controlled by the Seller. As such, any information provided by the Seller on which a purchasing decision is or will be made should be independently verified by the Buyer where such information could materially impact a purchasing decision.

The Buyer is responsible for establishing the suitability of any training booked or undertaken.

The Seller will accept no responsibility for any loss or damage, financial or otherwise, resulting from any training booked or undertaken that the Buyer later deems to be unsuitable, or for which the delegate(s) are not eligible to undertake.

If it becomes apparent that any training that has been booked, but not yet undertaken, is not suitable or the delegate(s) are not eligible to undertake, the terms relating to cancellation will apply (see "*CANCELLATION, POSTPONEMENT & ALTERATIONS*", below).

3. CATALOGUES, PRICE LISTS & ADVERTISING LITERATURE

Information of any kind contained in the Seller's catalogues, price lists or other advertising literature is not guaranteed to be accurate and is intended merely to represent a general picture of the Seller's products and services and shall not form part of any contract between the Seller and the Buyer.

The Seller reserves the right to amend the specification of its products and services and the Buyer is advised to check the specification set out in the Seller's quotation before placing his order.

4. BOOKING & CONFIRMATION

An enquiry from the Buyer regarding training services will be treated as a booking when:

- a) The Buyer or any agent of the Buyer, whether with authorisation or otherwise, has expressly stated, either by written and/or verbal communication(s) that they wish for the Seller to provide training services OR;
- b) The Buyer, or any agent of the Buyer, whether with authorisation or otherwise, has given the Seller reasonable grounds to believe that they wish for the Seller to provide training services. This may include, but is not limited to, agreeing to, expressly or otherwise, proposed course dates, course schedules or quotations.

5. CANCELLATION, POSTPONEMENT & ALTERATIONS

These terms apply to any Booking which satisfies the conditions set out in paragraph 4.a. and 4.b. above, whether or not any payments have been made in respect of the Booking.

- a) Cancellation and postponements must be advised in writing. Where such notice is given by post, it is deemed to have been received 72 hours after posting. Where such notice is given by email or other electronic communication, it is deemed to have been received:
 - i. Where it is sent within Working Hours, at the time of sending or;

- ii. Where it is sent outside of Working Hours, one hour after the start of the next working day.
- b) Where notice of cancellation or postponement is received three (3) clear Working Days or less before the commencement of the course, the entire course fee is payable.
- c) Where notice of cancellation or postponement is received more than three (3) clear Working Days but less than seven (7) clear Working Days before the commencement of the course, a charge of 75% of the course fee is payable.
- d) Where notice of cancellation or postponement is received more than seven (7) clear Working Days but less than ten (10) clear Working Days before the commencement of the course, a charge of 25% of the course fee is payable.
- e) Where notice of cancellation is received more than ten (10) clear Working Days before the commencement of the course, no cancellation charge will apply.
- f) Additional terms may apply to certain course types, for example Instructor Training courses. The Company will endeavour to make the Buyer aware of any such applicable terms at the time of enquiry and/or booking.
- g) Where a training course is booked less than ten (10) clear Working Days prior to its commencement, no cancellation or postponement charges will apply for the first two (2) Working Hours after the booking is made. Thereafter, standard cancellation and postponement charges will apply.
- h) Alterations to a booked course will be accommodated, where reasonably possible.
- i) Where it is possible to reasonably accommodate an alteration to a booked course, there will be no additional charge, except where:
 - i. The alteration is to the number of candidates attending the course
 - ii. The alteration is to the accreditation required for the course
 - iii. The alteration otherwise causes the Seller to incur any additional costs, or would have resulted in the Seller quoting a different price for the training
- j) Where it is not reasonably possible to accommodate an alteration request, it will be treated as a cancellation should the Buyer no longer wish to proceed with the training. For the purposes of determining the appropriate charge for cancellation or postponement, the cancellation or postponement will be deemed to have been made at the point at which the Buyer confirms that they do not wish to proceed and not the point at which the request for an alteration

was made.

- k) Course development fees, where applicable, are payable in full for cancellation or postponement at any point.
- l) Other related costs, where applicable, are payable in full for cancellation or postponement within 20 Working Days of commencement of the course. These may include, but are not limited to, hotel reservations, course notification charges, travel costs such as train or flight tickets, hire vehicles etc.
- m) Where any payment(s) have been made in advance of a course, the Seller reserves the right to deduct reasonable fees from any refunded amount, to cover costs incurred (e.g. card processing or bank transfer fees).
- n) The Buyer is responsible for ensuring that delegates attend with the correct PPE. Any delegate who is not in possession of appropriate PPE may be asked to leave the course or training may be delayed. No refunds will be given in respect of any training which cannot be delivered as a result of delegates not having appropriate PPE. Where training is delayed, extended or postponed, additional charges may be incurred.

6. TRAINING AT THE CLIENT'S PREMISES

Where training has been booked at the Buyer's site or a site arranged by the Buyer, the Buyer will ensure appropriate access to any equipment necessary for the purposes of the delivery of training, except where an agreement to the contrary has been made in writing prior to the training taking place.

The Buyer will also ensure that a suitable area(s) are made available for the training. This will include, as a minimum; a suitable area for the delivery of theory training and practical training, taking account of the number of candidates and the nature of the applicable work.

Theory Training

The Buyer will ensure sufficient seating and tables for the number of candidates booked plus the instructor. The Buyer will also ensure that a power socket(s) and at least one of the following is available in the area provided for theory training:

- TV/Monitor with HDMI connection or
- Projector and screen with HDMI connection or
- Flat plain-coloured wall or similar, ideally with an area of no less than 1m wide by 0.5m high

Practical Training

The Buyer will ensure a suitable practical area for training allowing for:

- a) Candidates to use the machine or equipment throughout its typical operational range and;
- b) The criteria for the relevant practical assessment to be met and;
- c) For training to be able to take place uninterrupted, so far as is reasonably practicable

Should training be cancelled or delayed due to failure of the Buyer to provide access to suitable equipment or ensure a suitable area(s) for training are made available, it may be necessary to restrict the candidates' certificates accordingly, postpone/cancel the course or extend the training, which may incur additional charges. In the event that cancellation is required or requested as a result, the applicable charge for cancellation will apply.

Equipment must be in a serviceable condition, with all necessary inspections having been carried out, as required by any applicable regulation(s) or legislation at the time. The Trainer may reasonably request to see evidence of such checks. Where such evidence cannot be provided, the Trainer reserves the right to deem the equipment unsuitable for use, irrespective of its apparent condition.

The Trainer reserves the right to determine, in any case, whether or not the equipment is in a serviceable condition. Where there are any concerns, the Buyer will be given the opportunity to rectify the issue(s) in order for the training to continue. If training is delayed as a result, this may incur extra charges.

Authorisation

The Buyer authorises the instructor(s) to use any equipment or machine(s) made available to them and/or that are required for the delivery of the training. Where necessary, the instructor(s) will provide evidence of their relevant qualification(s) if requested by a representative of the Buyer.

The Buyer may revoke such authorisation at any time by contacting the Seller in writing. Where this would prevent the Seller from completing a contract(s) or booking(s), the Seller shall make reasonable efforts to address the cause for the removal of authorisation. Where this is not possible, or the Buyer decides otherwise not to reverse its decision, the standard cancellation terms will apply to any affected contract(s) or booking(s).

7. PRICES AND PAYMENT

- a) Prices charged will be those ruling at the time of course commencement, however, courses paid for in advance will not be surcharged in the event of a price increase. This includes courses where the Buyer has paid a deposit to secure a booking.
- b) Course fees do not include any materials used, unless agreed in writing in advance.
- c) Unless otherwise agreed in writing with an authorised agent of the Seller, the

deposit amount required to reserve a booking or space on a course (i.e. to prevent the space being offered to other persons) will be a minimum of £100, except where the total cost is less than this amount. Non-payment of a deposit does not affect the Buyer's liability for any charges relating to Cancellation, Postponement or Alteration, as set out in the relevant section.

- d) Payment is due by the date stated on the invoice.
- e) Should the invoice be disputed, the Buyer should notify the Company, in writing, as soon as is reasonably practicable. In any case, the invoice will be deemed to have been accepted in full, unless a dispute is notified to the Company, in writing, no later than 5 Working Days after either the payment due date stated on the invoice, or completion of the training, whichever is first.
- f) The Company will be entitled to suspend all further supplies, for example delivery of further training or providing evidence of training, if payment terms are not met. This will not in any way prejudice the Seller's rights under the contract.
- g) The Company reserves the right to charge interest on invoices which are not settled by the due date. Interest will be charged at the prevailing Bank of England base rate plus 8%. The Company also reserves the right to charge any applicable compensation amounts, in line with the relevant Late Payment legislation in force at the time.
- h) Course schedules and prices are based on free and uninterrupted access to the site and equipment during the entire course and any delays to the work due to any cause outside the Seller's control may be charged as an invoiced extra.
- i) Quotations are based on the work being carried out during normal Working Hours unless otherwise stated. Additional charges may apply to work carried out at night or on weekends or Bank Holidays.

8. DATE FOR COMPLETION

The dates for training or the date for completion of training shall be extended by a reasonable time, at the sole discretion of the Seller if performance of the contract is delayed by reason of any cause whatsoever beyond the Seller's reasonable control, including but not limited to war, civil commotion strikes, lockouts, labour disputes, epidemics, illness, fire, accidents, breakdown, defective materials, lack of supplied raw materials of components and non-delivery or late delivery by manufacturer.

9. DETERMINATION, SUSPENSION AND CANCELLATION BY THE SELLER

- a. If the Buyer shall fail to make any payment when it becomes due or shall commit any other breach of contract and fail to remedy the same within 7 days of receiving the seller's request in writing so to do or the Seller has bona fide doubts about the Buyer's solvency, the Seller may defer or cancel any further performance of the contract but without prejudice to its right to any unpaid price for goods or materials delivered or cost of work done in performance of the Contract and to damages for loss suffered in consequence of such determination.
- b. If the Seller is prevented from completing the Contract either wholly or in part in accordance with the terms thereof for any reason whatsoever beyond its reasonable control then further performance of the contract shall be suspended for the period during which the Seller is so prevented, provided that if the contract is suspended for a continuous period of more than three months then either party may give the other written notice to terminate the contract forthwith and then the Buyer shall pay for all goods and materials supplied and work completed before termination. Such payment is to be made on or before five (5) Working Days following the date of notice of termination. The Seller will be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of the Seller's inability to perform its obligations under the contract in these circumstances.
- c. The Seller reserves the right to cancel or postpone any planned training course, at any time up to and including commencement of the course, at its sole discretion. If the decision to cancel or postpone a course is taken by The Seller, any deposit or other monies paid to The Seller will be refunded, unless such cancellation is for any reason outside of The Seller's reasonable control (e.g. extreme weather conditions, sickness, vehicle breakdown, government restrictions etc.). In this instance, where possible, the Seller will offer an alternative course for the same or a mutually suitable alternative date at no additional cost to the Buyer. The Seller will be under no liability whatsoever to The Buyer for any direct or consequential loss or damage suffered by The Buyer as a result of The Seller's decision to cancel or postpone a training course(s).

10. WARRANTY

- a) Training at the Buyer's premises
 - i. The Buyer shall indemnify the Seller against all costs and claims whatsoever arising from damage or injury to any person(s) or property on the Buyer's premises unless such damage or injury shall be proved conclusively to have been caused solely by the proven negligence of the Seller.

- ii. Notwithstanding section 9.a.i, the Seller shall not be liable in any way whatsoever for any claim for direct or indirect consequential injury or damage whatsoever made by the Buyer, or any third party whether or not such injury or damage is caused directly or indirectly, wholly or in part by the negligence of the Seller.
- b) Training other than at the Buyer's premises
 - i. The Buyer will have in force at all times a Public Liability Insurance Policy, satisfactory to the Seller, duly endorsed to give indemnity to the Seller in a sum of not less than £1M in respect of any occurrence or series of occurrences arising out of one event.
 - ii. All other conditions and warranties whatsoever express or implied are hereby excluded.
- c) All training
 - i. It is expressly agreed that the Seller has no control over the actions of delegates during training or at any time after training has been completed. Any damage, loss, injury or death howsoever caused as a consequence of the delegate failing to follow instructions given during or following completion of the training is the responsibility of the delegate and the Buyer.
 - ii. The Buyer and the delegate agree to indemnify the seller against claims and costs associated with any claims arising out of such events.

11.ERRORS

The Seller reserves the right to correct any clerical or typographical errors made at any time and shall not be bound by such errors.

12.HEALTH AND SAFETY AT WORK ACT 1974

The attention of the Buyer is drawn to the provisions of legislation and statutory regulations relating to health and safety at work. The Seller will make available on request one copy of any documents which it may have which the Buyer reasonably requires relating to the design, construction and installation of its products to ensure that as far as reasonably practicable they are safe and without risk to health when properly used. The Buyer shall ensure that such documents are made available to any person who should have knowledge thereof.

The Buyer shall make available to the Seller any documents reasonably requested in relation to Health and Safety including but not limited to Risk Assessments; COSHH registers and information sheets; evidence of insurance(s); design specifications; capacity ratings etc.

13. RESELLING

Reselling of training services by the Buyer to a third party is strictly prohibited, except with the explicit written consent of the Seller. If the Buyer resells training to be provided by the Seller to a third party without such consent, the Buyer agrees to pay a reselling fee, in addition to the prices charged in relation to the training itself, which will be equivalent to £25 per day, exclusive of VAT, or 100% of the difference between the Seller's prices advertised at the time of the booking and the amount paid by the individual or individuals attending the training, whichever is the greater. If the amount paid by the individual or individuals cannot be determined, the charge will be £50 per day, exclusive of VAT.

For the purposes of clarification, any bookings for training; that will not be undertaken by the individual making the booking and/or where the Buyer is not an organisation providing the training for its direct employees or official representatives and/or for which the Buyer offers the services to a third party in return for a fee will be deemed to have been resold, and the applicable fee will be added to the invoice or charge.

14. SEVERANCE

If at any time one or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions of these conditions shall not in any way be affected or impaired thereby.

15. WAIVER

Any time or indulgence granted by the Seller to the Buyer or any waiver by the Seller of its rights in respect of any breach by the Buyer of any terms or conditions herein contained shall not be a deemed grant of time or indulgence in respect of any other matters or as a waiver by the Seller of its rights in respect of any other such breach.

16. INTERPRETATION

In these conditions the neuter gender shall include the masculine and feminine and vice versa and the singular number shall include the plural and vice versa. The headings in these conditions are for guidance only and shall be of no material effect.

17. JURISDICTION

These conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the laws of England and Wales and in any dispute arising hereunder shall be tried by the courts thereof.

18. CONFIDENTIALITY



All drawings, technical documents, commercial and financial information made known in any way to the Buyer by the Seller shall remain confidential and shall not be disclosed to third parties by the Buyer under any circumstances except where specific prior agreement is given in writing by the Seller.