



THE TRAINING SOCIETI LTD – STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF TRAINING SERVICES

1. INTERPRETATION:

1.1 In these conditions the following words have the following meanings:

“Associated Company” means any group company or company that is a subsidiary company of either party from time to time or ‘subsidiary’ shall have the meaning set out in Section 1159 of the Companies Act 2006.

“Booking Form” means the booking form or purchase order containing the details of the Services.

“Cancellation Charges” means the cancellation charge to be paid by you to us more particularly defined in section 7 hereof.

“Certificate” means any certificate to be awarded to a Delegate.

“Contract” means a contract created by the acceptance of the Booking Form and which incorporates these conditions and any special conditions detailed in the Booking Form made between you and us for the provision of the Services.

“Course Date” means the date on which the Services will be provided to you as set out on the Booking Form.

“Course Fees” means the amount to be paid for the provision of the Services set out on the Booking Form which may be calculated by multiplying the Delegate Fee by the number of Delegates.

“Course Materials” means all documents and information provided to a Delegate in relation to the provision of the Services.

“Delegates” means those persons notified by you to us who will attend at the Venue to receive the Services.

“Delegate Fees” means the amount to be paid for the provision of the Services per Delegate as set out on the Booking Form.

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lockouts, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events.

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities.

“Payments” means the amounts to be paid by you to us under the Contract including but not limited to the Course Fees.

“Services” means the training services to be provided by us to you and more particularly as listed on the Booking Form and in any Course Material provided.

“Venue” means the place at which the Services will be provided which is detailed on the Booking Form which may be arranged by you or us.

“Venue Requirement Form” means the venue requirement form issued by us to you for completion.

“we/us/our” means The Training Societi Limited and will include its employees, servants, agents and/or duly authorised representatives.

“Working Days” means a day other than a Saturday, a Sunday or a bank or public holiday in England between the hours of 8.30am to 5.00pm.

“you” means the person, firm, company, or other organisation purchasing the Services.

2. BASIS OF CONTRACT

2.1 The conditions do not affect any of your statutory rights where you are a person dealing as consumer, not for business purposes. Any section which would otherwise exclude or restrict your rights as a consumer will, to that extent have no force or effect.

2.2 These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the provision of the Services takes place. All other terms, conditions and other representations are excluded from the Contracts between you and us including any terms and conditions which you may purport to apply under any Contract and these terms and conditions shall prevail.

2.3 We reserve the right to provide Services similar or comparable to that ordered by you.

2.4 The Contract shall become binding when we have provided to you acknowledgement of receipt of your completed Booking Form either verbally or in writing as appropriate. These conditions shall be applicable to all repeat orders made by you unless we notify you otherwise.

3. BOOKING FORMS

3.1 All Booking Forms must be completed in full by you and returned to us no later than ten (10) Working Days prior to the Course Date except where the provisions of sections 3.2 or 3.3 apply.

3.2 Where the Course Date is within five (5) Working Days all Booking Forms relating to the relevant Services must be returned to us within five (5) hours of us sending you the booking form.

3.3 Where the Course Date is the next Working Day the Booking Form must be returned to us within two (2) hours of us sending you the booking form or by the close of business (whichever is sooner).

3.4 Booking forms which are incomplete, inaccurate or which are not returned to us for confirmation are liable to cancellation without notice.

3.5 We shall not process any Booking Form and shall not be liable to provide the Services to you where your Booking Form has not been completed and signed using either our electronic signature agreement or by printing and emailing the booking form with a signature.

3.6 If booking forms cannot be returned within the specified time limits as detailed in terms 3.2/3 the cost of the course must be paid for in full and the form must be returned at the earliest opportunity

4. OUR OBLIGATIONS

We shall:

4.1 Use reasonable endeavours to provide the Services at the Venue on the Course Date.

4.2 Exercise reasonable skill, care and diligence in providing the Services.

4.3 Deliver the Services in English.

4.4 Provide a Certificate for a Delegate who attends an accredited course only where that Delegate passes the relevant tests. We shall provide a Certificate of Attendance valid for a period of 1-5 years (Dependent on course type) for all Delegates who attend non-accredited courses where they have signed the attendance register provided. We shall post/email to you Certificates for relevant Delegates as follows:

4.4.1 within eight (8) weeks from the Course Date in relation to CPCS, CITB, IOSH and NPORS accredited course; and

- 4.4.2 within four (4) weeks from the Course Date in relation to all other Services.
- 4.5 Certification is only posted/emailed if the invoice relating to the certification has been paid in full. Certification will not be issued before payment is received.
- 4.6 Use third parties in the provision of the Services at our discretion.
- 4.7 A charge will apply for any replacement certificate or ID card see 5.15.
- 4.8 *Special dietary Requirements* - We cannot guarantee that the refreshments we provide is suitable for all allergy sufferers and therefore cannot take responsibility for refreshments that may affect allergy sufferers. Refreshments are used at the delegate's own risk.

5. YOUR OBLIGATIONS

You shall:

- 5.1 For onsite training where you are arranging the Venue, you shall use best endeavours to source a venue suitable for the provision of the Services and you will be required to complete a venue assessment on the booking form which requires certain facilities to be provided, if the instructor assess the venue and the requirements listed on the booking form are not met, we reserve the right to cancel the course which will be charged in full.
- 5.1.1 It is your responsibility to ensure that the necessary insurance requirements are in place
- 5.1.2 For the practical element of a PASMA course an indoor area 6 metres high is required. If this is not available, the training can be provided outside. However, if weather conditions dictate that the training has to be abandoned the course will be charged in full. PASMA courses are not permitted to be conducted outside in the rain or with windspeeds over 17mph.
- 5.2 Ensure that the agreed Delegates attend at the Venue on the Course Date in good time to receive the Services. Late arrival or absence for any prolonged duration may result in the Delegate being refused the Service and the provisions of section 7 applying. This will be at the discretion of the instructor.
- 5.3 Ensure that the Delegates:
- 5.3.1 are sufficiently competent to receive the Services.
- 5.3.2 all delegates must be able to understand spoken and written English in order to understand a course, as well as the safety instructions on equipment (not just during training but in a work environment). We cannot accept an interpreter. If a delegate does not meet this requirement, we reserve the right to not train the delegate and charge as per the booking form. The instructor's word is final.
- 5.3.3 attend on the Course Date with appropriate personal protective clothing and equipment which must be in a clean and working order.
- 5.3.4 are physically fit to receive the Services obtaining advice from a General Practitioner were relevant. We must be informed in writing of any medical condition that may affect them or others (e.g., epilepsy, diabetes). We will keep such information confident. In addition, for courses which involve physical activity, it is the responsibility of each trainee to take appropriate medical advice that they are fit to take part.
- 5.3.5 do not damage or remove from the Venue any equipment used in the provision of the Services.
- 5.3.6 are not under the influence of any alcohol, prescription drugs or illegal substances.
- 5.3.7 only use the Services to meet their own personal training needs.
- 5.3.8 do not disclose answers to questions in assignments to anyone else.
- 5.3.9 do not permit anyone to use the Service or the Course Materials.
- 5.3.10 does not permit anyone else to answer questions in any Course Materials in their name.
- 5.3.11 must not behave in an inappropriate manner. The instructor's word is final.
- 5.4 Withdraw any Delegate from attendance at the Venue upon our reasonable request including but not limited to our suspicion that any Delegate is under the influence of alcohol, prescription drugs or an illegal substance.

- 5.5 Pay the Payments on the due dates for payment.
- 5.6 Pay the Cancellation Charges and Transfer Charges (where relevant);
- 5.7 Check the suitability of the Services for your specific needs prior to completing and returning the Booking Form. We cannot be held responsible if a client books a course that is inappropriate for their requirements. It is the responsibility of the client to read and understand the course content before signing the booking form.
- 5.8 Pay for any damage to or loss of equipment caused by the Delegates during the provision of the services.
- 5.9 Not use the Services or the Course Material for training other people.
- 5.10 not contest our intellectual property rights in the Service or any Course Materials.
- 5.11 not assign the Contract without our prior written consent.
- 5.12 it is the responsibility of each delegate to write their name clearly and legibly on their application form. Whilst we strive to check the spelling of illegible applications, we cannot be held responsible if certification is incorrect. Term 4.6 will apply
- 5.13 If the number of delegates that attend a course is greater than the amount on the booking form, the company will be charged full price per delegate (advertised on the website) for the extra delegate(s), and no certificates will be sent out until the invoice(s) relating to that course is paid. If the number of delegates that attend the course is lower than the amount signed for on the booking form full payment will be required for the number of delegates that should have attended.
- 5.14 We only accept promotional offers mentioned at the time of booking, no further discounts can be applied after the booking form has been signed.
- 5.15 Certification will not be issued until full payment for the course has been made.
- 5.16 Where there is less than the minimum number of delegates to start up a course a charge of up to the minimum number will be made. We may add delegates to the open courses without reviewing cost.
- 5.17 In the case of certification that has been sent out by us by recorded delivery that has been returned to us due to you not collecting from the Post Office, we reserve the right to charge £10 +VAT to cover the cost of administration and re postage
- 5.18 All certificate queries regarding mistakes (for example incorrect spelling) shall be passed to us in writing to certificates@trainingsocieti.co.uk within one calendar month of us issuing the certificates.
- 5.19 All certificate queries regarding 'missing' certificates shall be passed to us in writing to certificates@trainingsocieti.co.uk within 6 calendar months of the course date. If they are not received within 6 months then the certificates will be chargeable.

6. PAYMENT TERMS

- 6.1 You shall make all Payments to us in accordance with this clause 6. All Payments are, unless otherwise stated, exclusive of any applicable VAT.
- 6.2. Customers with a credit account shall pay all invoices in full and cleared funds no later than 30 days from receipt of the invoice. Our credit account terms are 30 days from the date the invoice is issued.
- 6.3 All Customers without a credit account must pay within five (5) full working days of booking the course, or immediately if the course date is within five (5) full working days of booking. We cannot guarantee your place/s on a course until payment is made. Payment can be made credit or debit card, cheque, BAC's.
- 6.4 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 6.5 Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be

made until we have received either cash or cleared funds in respect of the full amount outstanding.

6.6 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend further Services to you or any of your Associated Companies.

6.7 We may set a reasonable credit limit for you on completion of a credit account form and satisfactory credit check. We reserve the right to terminate or suspend the provision of Services if allowing it to continue would result in you exceeding your credit limit or you have already exceeded the credit limit.

6.8 If a cheque is refused, we reserve the right to make a £25 + VAT charge to cover our bank charges and administration costs.

6.9 Any invoice queries must be forwarded within 2 weeks in writing to finance@trainingsocieti.co.uk asap within 2 weeks of receipt of the invoice as we may not be able to rectify mistakes later.

7. CANCELLATION AND TRANSFER CHARGES

7.1 We reserve the right to cancel or alter the Course Dates or the provision of Service, the Venue and the individual or organisation providing the Service at any time and for any reason without liability to you.

7.2 In event of cancellation, we will change your Course Date(s) to the next available Course Date(s) unless you specifically request otherwise. No liability shall be attached to The Training Societi Ltd beyond refunding full fee paid to the course cancelled or unused portion if the course has been started and no payment shall be made for incidental costs.

7.3 Where you cancel any Services, or the Delegates fail to attend at the Venue on the Course Date to receive the Services the following charges will be paid by you to us:

7.3.1 Fifteen per cent (15%) of the total delegate course cost where cancellation is made between fourteen (14) and ten (10) full working days before the course date.

7.3.2 Fifty per cent (50%) of the total delegate course cost where cancellation is made between nine (9) and six (6) full working days before the course date.

7.3.3 One hundred per cent (100%) of the total delegate course cost where cancellation is made five (5) or less full working days before the course date.

7.3.4 As per our interpretation 'Working Days' are Monday to Friday 08:30 – 17:00. Weekends (Saturday and Sunday) and bank holidays in England are not classed as 'Working Days' and therefore will not be considered as a countable day.

7.3.5 If delegates fail to attend a course date without notification a one hundred per cent (100%) fee will be applied

7.4 You may transfer Delegates from the Course Date to an alternative course date in relation to the same Services only subject to the following:

7.4.1 The new course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation); We will respond within two working days with alternative date(s)

7.4.2 Payment of the following charges:

7.4.2.1 No charge for transfers requested between fourteen (14) to ten (10) full working days before the course date.

7.4.2.2 10 per cent (10%) of the total delegate course cost for transfers made between nine (9) and six (6) full working days before the course date.

7.4.2.3 One hundred per cent (100%) of the total delegate course cost of the Payment for transfers is made within five (5) full working days of the course date.

7.5 All cancellations and transfers must be notified in writing by email to bookings@trainingsocieti.co.uk with the Training Societi working hours as specified in 7.3.4. cancellations made outside working hours will mean the next working day will be date for the notice given.

7.6 For course bookings we make through another training provider for our customers, the cancellation and transfer policy of the external training provider will be invoked which may be different from the cancellation and transfer policy of the Training Societi Ltd.

8. COURSE MATERIALS

8.1 All intellectual property rights in the Course Materials will remain our property. You have a nonexclusive licence to use the Course Materials in connection with the provision of the Services only. This licence is a personal, non-transferrable licence and unless we agree otherwise in writing you must not make copies available to anyone else (in whole or in part).

8.2 We warrant that you will not breach any third-party rights by accepting the Services or using the Course Materials as set out in these conditions.

8.3 The Course Materials are not intended to constitute advice in any specific situation and may not constitute a definitive or complete statement of the relevant subject-matter. Subject to sections 4.2 and 8.2, we give you no other warranty or assurance about the Services or the Course Material.

9. DATA PROTECTION

9.1 You acknowledge and agree that we (and our contractors and suppliers) may use Personal Data (As defined within the Data Protection Act 1998) obtained from you or any Delegates nominated by you ("**Your Data**") during or following the completion of the Booking Form or provision of the Services, or otherwise during the term of the Contract, for the following purposes:

9.1.1 administering the Contract (including, without limitation, liaising with any third parties who are relevant to the provision of the Services, assisting with requests, and/or processing orders);

9.1.2 notifying you of changes to the Services or any terms and conditions.

9.1.3 enabling us (and/or a contractor or supplier) to make the Services available to you/a Delegate nominated by you.

9.1.4 for invoicing purposes; and

9.1.5 as otherwise permitted under these conditions and our Privacy Policy set out at www.trainingsocieti.co.uk

9.2 Save as otherwise provided or permitted in these conditions (or in any document referred to herein), we will not pass Your Data (as defined above) to any third parties. We may pass Your Data on to selected third parties (including our contractors and suppliers). We and such other persons may contact you (and your representatives) for marketing purposes (by post, SMS, Telephone, email and other electronic means) and may send you (and your representatives) information about their products and services which we consider may be of interest to you (unless you have specifically requested on the Booking Form, or subsequently requests in writing, that we or another relevant person does not do so). You also agree that we may use Your Data in accordance with our Privacy Policy set out at <http://www.thetrainingsocieti.co.uk> and any Data Collection Notice.

9.3 You acknowledge that for the purposes of the Data Protection Act 1998, The Training Societi Limited is a data controller of any Personal Data that you provide. If you wish to have details of any credit reference or fraud prevention agencies we use to obtain information about you, or receive a copy of any personal data we hold about you; you may do so by submitting a request in writing for a copy of the information to our Data Protection Officer at The Training Societi Ltd, Unit 1 Riverside Business Park, St Annes, Bristol, BS4 4ED or such alternative details as may be provided by us for that purpose from time to time), stating your full name, address, account number and phone number. We may charge a fee of £10 (or the maximum permitted by statute if higher or lower) payable by cheque to us for providing such information.

9.4 You agree that we or anyone acting on our behalf may monitor, and record calls made to or by you (and/or any of your employees or personnel), for training purposes, to improve the quality of its

customer services and to assist with complaint handling. You undertake to make your employees and personnel aware of the rights reserved for us and our contractors under this condition.

9.5 We do not store credit card details, nor do we share customer details with any third parties.

10. CONFIDENTIALITY

10.1 We will each keep in confidence any information of the other; whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law or expressly agreed. We each agree will not, without the consent of the other, disclose such confidential information of the other to any person other than their employees, contractors, suppliers or professional advisers who shall require the information in order for the relevant party to fulfil its obligations under or in relation to the Contract.

10.2 Information shall not be treated as confidential if it is:

10.2.1 lawfully in the public domain; or

10.2.2 lawfully in the possession of a party before disclosure to it has taken place; or

10.2.3 obtained from a third person who is entitled to disclose it; or

10.2.4 replicated independently by someone without access or knowledge of the information.

11. LIMITATION OF LIABILITY

11.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

11.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the amount of the Payments made by you under the Contract.

11.3 We shall have no Liability to you if any Payments due in respect of the Services have not been paid in full and cleared funds by the due date for payment.

11.4 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.

11.5 We shall have no Liability to you for any: -

11.5.1 losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for:

(a) loss of revenue,

(b) loss of profit, (c) loss of anticipated saving,

(d) loss of goodwill; or

(e) loss of reputation.

11.5.2 economic and/or other similar losses.

11.5.3 special damages, indirect losses and/or consequential losses; and/or

11.5.4 business interruption, loss of business, contracts and/or opportunity.

11.6 Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Course Fee under that Contract.

11.7 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

11.7.1 Liability for breach of contract.

11.7.2 Liability in tort (including negligence); and

11.7.3 Liability for breach of statutory and/or common law duty; except Section 11.6 above which shall apply only once in respect of all the types of Liability under this Section 11.6.

11.8 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

12. GENERAL

12.1 Upon termination of the Contract the provisions of Sections 5.6, 5.8 to 5.10, 6.4, 6.6, 7 and 11 shall continue in full force and effect.

12.2 You shall be liable for the acts and/or omissions of your employees, agents, servants and/or subcontractors as though they were your own acts and/or omissions under this Contract.

12.3 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities, including (but not limited to) regulations under the Factories Acts, Health and Safety at Work Act.

12.4 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use of the Services.

12.5 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

12.6 If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

12.7 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure, then time for performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.

12.8 These terms and conditions supersede and replace all prior terms and conditions.

12.9 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act. You shall have in place adequate procedures designed to prevent any person working for or engaged by you or any other third party in any way connected to the Contract, from committing offences of corruption or bribery. Breach of this clause 12.9 shall entitle us to terminate with immediate effect.