

Terms and Conditions for the supply of Training Services

1 General

- 1.1 The Terms and Conditions for the supply of training services by State of The Art Training Limited and/or its subsidiary companies (hereafter called the Company) are contained herein.
- 1.2 Orders accepted are subject to these Terms and Conditions. If any document placing an order on the Company includes or refers to terms and conditions of contract other than these it shall not apply unless agreed/signed beforehand in writing by a Director of the Company.
- 1.3 No addition to or variation of these terms and conditions will apply to the Company unless it is specifically agreed in writing beforehand and signed by a Director of the Company.
- 1.4 These Terms and Conditions will form the basis of all contracts with the Company, unless otherwise specified and agreed by the Company.
- 1.5 These Terms and Conditions are correct at the date shown on the relevant course documentation and the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if requested and applicable.
- 1.6 These Terms and Conditions are applicable to contracts formed with clients and/or individuals engaging the Company (either as agent or principal) in the provision of training services. These Terms and Conditions do not apply to any contract, relationship or engagement with any person, freelance or body employed by the Company or engaged to perform services on behalf of the Company.
- 1.7 Terms and conditions covering the terms of trade for the engagement of freelance training instructors and/or other principal training companies (where the Company is acting as agent) are available on request and will be provided to any person and/or organisation for which these terms relate.

2 Responsibilities of Delegates when attending Training Courses

- 2.1 Where the training being provided is practical and/or simulator based, delegates must provide their own overalls, safety helmets, protective gloves, safety footwear, waterproof clothing, safety glasses/visor, ear defenders and any other personal equipment required to undertake the course. It is the delegate's responsibility to ensure they are familiar with what equipment they are personally required to provide and the Company will not accept any responsibility for delegates being unable to participate in any training program because of any personal shortfall or equipment omission.
- 2.2 Where the training being provided is practical and/or simulator based, delegates must be physically capable of withstanding the rigors of training. If there are any doubts relating to this, the Company may refer the delegate to a GP at no cost to the Company. The onus is entirely with the delegate to ensure his or her fitness to undergo training and the Company does not accept any responsibility in this regard. The relevant Medical Fitness Statement/Acceptance for Training documentation must be completed, signed and returned before commencement of the course.
- 2.3 Equipment owned by the Company and leased/lent to delegates attending a course cannot be removed from the training environment. Any damage caused by delegates to any equipment or property owned by the Company will be invoiced to the relevant client.
- 2.4 The Course Completion or Qualification Certificate is awarded at the discretion of the Company/Awarding Body, and only to those delegates who complete the training satisfactorily. At the discretion of the relevant trainer, a delegate who has failed any element of the training syllabus may be allowed to complete the training course although this will still result in a failure. Should the delegate still desire to gain the Course Certificate he/she will be required to re-take the entire course and pay the applicable fee. Every delegate is required to be punctual at all courses and at all sessions as detailed in the Joining Instructions.
- 2.5 Where training is carried out not on the Company's premises, all relevant public liability and other insurances must be provided for by the alternate site owner and/or client and the Company does not accept any liability in this regard.
- 2.6 The client must ensure that training carried out at locations as specified by them has adequate room in which to carry out both the practical and theoretical elements of the training. The Company reserves the right to and will charge 100% of the training fee for sub standard or inadequate premises and/or equipment. This includes but is not exhaustive to: – where there is no suitable designated room with sufficient space to seat all the delegates, dangerous and/or inappropriate training equipment.
- 2.7 Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed immediately prior to training. The Company may refuse to train any delegate who infringes this condition and may require them to leave the premises. Where a delegate is undergoing a course of prescribed drugs they must inform the Company



of the nature of the drug and any side effects. The Company may then seek assurance that training can be carried out without risk. The decision of the Company in relation to this matter is final.

2.8 All delegates must conform to and comply with the relevant Health and Safety Policy/Regulations as laid down by the Company from time to time. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.

3. Costs and Settlement Terms

3.1 Unless otherwise stated, all costs are inclusive of VAT, the total cost of the training will be invoiced prior to the training date and this will show the VAT payable. VAT will be charged at the rate current at the time of due payment.

3.2 Unless otherwise agreed, full payment is required on booking. Full payment for all training must be made prior to commencement of the training course booked. Payment can be made by Credit/Debit Card or by cheque.

3.3 Unless otherwise agreed beforehand in writing by the Company, the registration and issuing of certification and/or accreditation will only be finalised and delivered after full payment has been received and/or cleared.

4. Cancellation and Postponement

4.1 The Company reserves the right, in its absolute discretion and without further liability, to change dates, times and venues or cancel a training event. In the case of cancellation by the Company all monies already paid by the client will be refunded. Training courses/events are constantly updated and improved and the Company reserves the right at any time and without notice to alter content and to change trainers or tutors.

4.2 The Company reserves the right to charge a cancellation/postponement fee in respect of a course/s previously confirmed and subsequently cancelled by the client. The following scale of refunds will be made in the event of a cancellation prior to course start date:

Cancellation Notice Given	Refund Applicable
More than 28 days before the Course start date	Full refund
14-27 days before the Course start date	75% refund
7-13 days before the Course start date	50% refund
0-6 days before the Course start date	No refund

4.3 Should it become necessary for the Company to postpone all or any part of a course or other work due to circumstances beyond its control, a mutually agreeable date will be selected on which to re-schedule or complete the course. The Company will not be liable for any costs incurred by the client for such actions.

5. Applicable Law

5.1 No waiver by the Company or any breach of the Contract by the client shall be considered as a waiver or any subsequent breach of the same or any other provision.

5.2 If any provision of these Terms and Conditions is held by any competent Authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

5.3 Any dispute arising under or in connection with these Terms and Conditions shall be subject to the Jurisdiction of the English Courts.

5.4 All Contracts between the Company and clients shall be governed by the laws of England.

5.5 These Terms and Conditions do not affect any consumer rights contained in the Unfair Contract Terms Act 1977 or any statutory modification of the same.

6. Force Majeure

6.1 The Company shall not be liable to the delegate or client or be deemed to be in breach of Contract by means of any delay in performing or failure to perform any of the Company's obligations in respect of the contracted services if the delay or failure was as the result of any cause beyond the Company's reasonable control.

7. CCTV – Crime Prevention

7.1 CCTV is used by the Company for maintaining the security of property and premises and for preventing and investigating crime. For these reasons the information processed may include visual images, personal appearance and behaviours. This information may be about staff, customers and clients, members of the public and those inside, entering or in the immediate vicinity of the area under surveillance.

