Terms and Conditions of Training Course Bookings

The Customer agrees to engage Rawlings Safety & Training Consultancy Services Ltd (RSTCS Ltd) to provide training services on the terms and conditions set out in this agreement.

Definitions

1. "Delegates" are those persons identified by the customer to RSTCS Ltd who will attend at the Training Location to receive the Services;
2. "Cancellation Charges" are the charges to be paid by The Customer to RSTCS Ltd more particularly defined in clause 11 hereof;
3. "Course Date" is the scheduled date of the specific training course;
4. "Location" is the place at which the Services will be provided;
5. "Payments" are the amounts to be paid by The Customer to RSTCS Ltd;
6. "Services" are the services to be provided by RSTCS Ltd to The Customer;
   "Working Days" are the days between and including Monday to Friday and do not include public holidays and weekends;

Appointment

1. All booking forms must be completed and returned within forty-eight (48) hours. Unless –
2. Where the Course Date is within 10 working days all booking forms must be returned within twenty-four (24) hours. Unless –
3. Where the Course Date is the next working day the booking form must be returned within two (2) hours or by the close of business (whichever is sooner).
4. Booking forms not returned to RSTCS Ltd and confirmed are liable to cancellation without notice.
5. The Customer appoints RSTCS Ltd to provide the Services in return for the Payments.

RSTCS Ltd obligations

RSTCS Ltd shall:

1. Undertake reasonable endeavours to provide the Services at the Location on the Course Date. RSTCS Ltd reserves the right to make reasonable variations to courses, including the content and location, without notice.
2. Exercise reasonable skill, care and diligence in providing the Services.
3. All Services provided will be delivered in English.

VAT, Duties or Taxes

1. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

2. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

Intellectual Property Rights and Data Protection

All copyright and other intellectual property rights in all specifications, drawing, illustrations, diagrams and other documents issued by RSTCS Ltd will remain the property of RSTCS Ltd and may not be reproduced without permission.

The policy of RSTCS Ltd with respect to data protection is detailed on its website (www.rawlingsrcs.co.uk) which should be read in conjunction with these terms.

Indemnity

RSTCS Ltd shall indemnify The Customer against any claim for death or personal injury without limit caused by the negligence or breach of statutory duty of RSTCS Ltd, its employees or agents.

Limitation of liability

Subject to clause 10 the total liability of RSTCS Ltd to The Customer for any reason and upon any cause of action shall be limited to the amount of any Payments and other charges which The Customer has paid to RSTCS Ltd under this agreement.

RSTCS Ltd shall not be liable for indirect or consequential loss, however caused.

1. RSTCS Ltd may assign or subcontract the whole or any part of the Services.
2. Training end times may vary dependent on the experience and ability of the delegates.
3. Certificates will be dispatched within twenty-eight (28) days of the Course Date, however, Training Certificates will only be dispatched when payment has been made in full.

The Customer's obligations

The Customer shall:

1. Ensure that the agreed delegates attend at the Location on the Course Date and time to receive the Services. Late arrival, or, absence for any prolonged duration may result in the delegate being refused the Services;
2. Ensure that the delegates are sufficiently competent to receive the Services;
3. Withdraw any delegate from attendance at the Location upon the reasonable request of RSTCS Ltd;
4. Pay the Payments on the due dates for payment;
5. Pay the Cancellation Charges in full where applicable.
6. Where RSTCS Ltd arranges for an instructor to deliver services on the Customer's premises or site or under the Clients control, it is the Customer's responsibility to ensure that they are protected by sufficient and adequate insurance against

employer's liability and third-party risks arising during or related to the supply of service requirements of the Customer.

Payment Terms

1. All fees quoted are in sterling and excluding vat.
2. All Customers confirming a booking for Services must pay in full at least 10 working days prior to the Course Date.
3. If the Course Date is within 10 working days then the customer must pay in full at the time of confirming the booking for Services.
4. Customer's offered credit account facilities must settle all undisputed invoices within thirty days (30) of the invoice date without demand, deduction or set off. Training Certificates will only be dispatched when payment has been made in full.
5. RSTCS Ltd reserves the right to charge interest on all unpaid invoices at the rate of five per cent (5%) over the base rate of the Bank of England prevailing at the date the invoice becomes overdue. In respect of payments by The Customer time shall be the essence of this agreement.

Cancellation, Refund and Transfer Charges

RSTCS Ltd may cancel any training course (classroom/in house course or online course) at any time for any reason but will endeavour to provide the Customer with at least 7 days' notice of cancellation. Any fees paid will be refunded in full to the Customer. The extent of liability for cancellation is specifically limited to any training fee paid.

In event of cancellation, the booking will normally be transferred to the next available Course unless The Customer specifically requests otherwise.

Where The Customer cancels any Services or the delegates fail to attend at the Location on the Course Date to receive the Services the following charges will be paid by The Customer to RSTCS Ltd:

1. Fees for course cancellations made more than 10 working days before the course date will be refunded minus a cancellation fee of £50.00 plus vat.
2. Course cancellations made within 10 working days of the course date, or, where delegates fail to attend the training course on the course date, will be charged in full and no refund will be given. Delegate substitutions may be made prior to the course start date giving written notice.
3. No credit, transfer or rebooking credit will be given for any failure to attend a course or arrive before the event start time, for whatever reason. (All cancellations must be made in writing. The date that RSTCS Ltd receives the written notice of cancellation or amendment will be regarded as the date that the notice has been made and appropriate charges will be applied)

Course transfers only relate to the delegates who are transferring to a different course date on the same course. The choice of course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation)

1. Course transfers made more than 10 working days before the course date can be made free of charge.
2. Course transfers made within 10 working days before the course date can be made at an additional fee of 50% of the original course cost.

Force Majeure

1. Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.
2. For the purpose of this agreement, "Force Majeure" means any act, omission, cause of circumstance beyond the reasonable control of either party and shall include but not be limited to war, rebellion, civil commotion, strikes, lock outs, industrial disputes, fire, explosion, earthquake, volcanic eruption, act of God, flood, drought or other act or order of any government department, council or other constituted body.

Delegate Conduct

RSTCS Ltd reserves the right to prevent delegates from attending a course, or to expel them from a course if their behaviour is deemed as inappropriate or disruptive. The instructor's word is final.

On Site Training

It is the Customer's responsibility to ensure that the training facilities, equipment and conditions on their site are appropriate for the Services as indicated on the appropriate onsite booking form and criteria'.

RSTCS Ltd and/or designated company representatives reserves the right to abandon/discontinue or rearrange the provision of training where such circumstances prevail that would affect the quality of the training provided. This includes the provision of faulty equipment and plant without relevant test certificates. In the event of cancellations/re-organisation, the Customer is responsible for the costs incurred.

Invalidity of any Provision

In the event of one or more of these terms and conditions or any part thereof being invalid, illegal or unenforceable in any respect the validity, legality or enforceability of the remaining terms and conditions shall not be affected or impaired.

Entire Agreement

This agreement constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

General Terms

No variation of these terms and conditions will be effective unless agreed in writing by a Director of RSTCS Ltd. All terms other than those expressly set out in this agreement are hereby excluded. These terms expressly exclude any rights afforded any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

Law and Jurisdiction

The construction, validity and performance of these terms and conditions shall be governed in all respects by the law of England.