

# **TERMS & CONDITIONS**

### industry-training-services

#### 1. General

The Terms and conditions of trade of Industry Training Services (hereafter called the Company) are contained herein. Orders accepted are subject to the Terms & Conditions.

These terms & conditions will form the basis of all contracts with the Company.

These terms & conditions are correct at the date shown on the relevant course joining instructions form but the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if applicable.

## 2. Training Courses - Delegates Requirements

Where training being provided is other than theoretical, delegates must provide, unless previously agreed by the Company, safety helmets, protective gloves, safety footwear, waterproof clothing, safety glasses/visor, ear defenders and any other personal safety equipment required.

Delegates must be physically capable of withstanding the rigors of training. 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. Equipment owned by or leased/lent to the Company must not be removed from the training environment. Any damage to Company equipment or property caused by delegates will be invoiced to the relevant client. Delegates are required to be punctual at all courses and sessions. Trainers reserve the right to refuse delegate entry if arrival is deemed too late.

Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed immediately prior to training. The Company will refuse to train any delegates who infringe this condition and will require them to leave Company premises. Where a delegate is undergoing a course of prescribed drugs they should inform the Company of the nature of the drug and any side effects. The company may then seek assurance that the training can be carried out without risk. The decision of the Company in relation to this is final and the cost of the training will not be refunded.

#### 3. Prices

Unless otherwise stated, all prices are exclusive of VAT, the total price on the summary page includes VAT, which will be charged at the rate current at the time of due payment.

## 4. Settlement Terms

Payment of all training booked by the client must be strictly made prior to the training course commencing. Applications for account status can be made after a period of 6 months from initial trading.

Certificates/cards are strictly awarded upon full payment being received.

## **Health and Safety**

Where training is carried out on the Company's premises, all delegates must confirm to and comply with the Health and Safety Policy 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 premises.

## 5. Cancellation and Postponement

The company reserve the right to charge a cancellation/postponement fee in respect of courses previously confirmed and subsequently cancelled/postponed or failure to attend.

The following refunds will be made in the event of cancellations/postponements prior to course start date:

- Multiple day courses: more than 28 days – full Refund Less than 28 days – no Refund
- One day courses: more than 14 days - full refund Less than 14 days - no refund

\*\* Name changes can be made at any stage prior to the course start date.

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

#### 6. CITB In-Scope Grants

Companies who are eligible for claiming training grants from the CITB need to ensure they contact the CITB themselves.

#### 7. Training at Customers' Premises

When the training is arranged to be delivered at the Clients' Premises and the venue is deemed to be unsuitable on the day of the training the Client will still be liable for the full cost of the course.

