



MS Associates LTD - Booking Terms and Conditions

M S Associates (Safety) Ltd (hereafter called The Company) terms of trade and conditions are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on The Company includes or refers to other terms or conditions of contract, then these shall not apply unless agreed in writing by The Company. No addition to or variation of these conditions will bind The Company, unless it is specifically agreed in writing signed by an authorised person of The Company.

These Terms and Conditions are between The Company and the individual, company, or other commercial body (hereafter called The Client).

These Terms and Conditions will form the basis of all contracts and training bookings with The Company, unless otherwise specified in writing by The Company. By signing or counter signing any contract, agreement or booking form, The Client are confirming that they are authorised to do so and agree to both these terms and conditions and the specific conditions of the document being signed. In addition, any bookings previously confirmed by email or purchase order will be considered firm orders irrespective of a signed booking form or contract and will be subject to the cancellation terms of these T&Cs.

The Company reserves the right to vary these terms and conditions at any time and without notice the latest version of which will be available via The Company's website or at the request of The Client.

1. Client Supplied Information

1.1. Should any information or data supplied to The Company for the provision of a price quotation or other agreement prove to be insufficient or inaccurate, The Company reserves the right to amend or cancel the quotation or other agreement. Should any such information become known during or after the delivery of the service required, The Company reserves the right to amend the quotation or related invoice.

2. Prices

2.1. Unless otherwise indicated, written quotations are valid for 30 days and exclude VAT at the prevailing rate. Any special offer prices are valid for new bookings or services, and from the release day of the offer only and cannot be

applied retrospectively. Any special offers, however communicated, are only relevant for the event specified and cannot be transferred. Any preferential price agreements are only valid for the period specified on the agreement and for the services or training course titles outlined within the agreement.

2.2. The Company reserves the right to vary any of its prices without prior notice.

3. Settlement Terms

3.1. Unless otherwise specified in the quotation or other agreement, invoices for goods or services are for payment within 28 days from the date of invoice.

3.2. For Clients who do not hold a credit account with The Company, payment must be made in full prior to commencement of training. If full payment has not been received for Clients not holding a credit account, The Company reserves the right to refuse delegates entry to the course and charge in full as per the cancellation terms.

3.3. The Company reserves the right to charge interest of 8% per annum above Barclays Bank Plc base rate on the invoice price from the due date until the date The Company is in receipt of funds.

3.4. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

4. Cancellation and Postponement

4.1. The company accepts confirmation of bookings by email, purchase order or signed booking form. Once confirmed by any of these methods the booking is firm; if The Client wishes to cancel or postpone the booking this must be made in writing and will be subject to the cancellation terms within this document and specifically below.

4.2. CITB Temporary Works Coordinator and Supervisor course bookings cancelled by the client outside of the specific cancellation terms laid out in the Joining Instructions, will be charged as follows:

- 4–2 weeks prior to training = 50% of course fee payable.
- 2 weeks–up to the day of the course = 100% of course fee payable.

5. Training Courses

5.1. The Company can accept bookings online, by email or over the telephone.

5.2. For training courses involving elements of a practical nature, delegates are required to provide their own personal protective equipment (in clean and working order) as detailed on the Joining Instructions sent with the booking form. Additionally, delegates must be physically fit to withstand the rigours of training; if there are any doubts relating to the fitness of delegates to undertake training,

reference should be made to a General Practitioner. The onus is entirely on the delegate to ensure his or her fitness and suitability to undergo training and The Company cannot and will not accept any responsibility in this regard. Consumption of any alcohol or illegal substances is not permitted during training, nor should it be consumed immediately prior to training. If there is any evidence of such, trainers are obliged to refuse to train the delegates.

5.3. Equipment must not be removed from the training environment. Any damage caused by wilful misuse or negligence will be invoiced to The Client.

5.4. Events being delivered at a site specified by The Client must be suitable for the requirements of the event and meet any relevant approved codes of practice as set out by The Company or any related awarding body. Failure in the aspect of site suitability above may result in The Company cancelling the booking without notice and subject to the cancellation terms below.

5.5. The Company reserves the right to charge a cancellation fee in respect of any booking or contract.

5.6. Certificates of Training are awarded at the discretion of the trainer and only to those delegates who successfully complete the course. Certificates are NOT issued purely for attendance unless otherwise agreed in writing prior to training being conducted and in which case they will be worded accordingly. All certificates remain property of The Company and The Company reserves the right to withhold delivery until payment has been made in full.

5.7. Delegates are required to arrive at the training venue in good time and as advised on the booking form, allowing prompt commencement of the course. Late arrivals are only admitted at the discretion of the trainer and may be refused, and in-turn will result in the course costs being invoiced in full to The Client. Clients will be charged in full for any delegates who fail to attend any part of a booking or test.

5.8. At the time of booking, joining instructions will be issued, which will be sent directly to the booker by email. It is important that the joining instructions are read by the delegate and fully understood, prior to attending the course.

5.9. It is The Clients responsibility to ensure the delegate is fully aware of all aspects of the booking, including specific protective clothing or footwear required on the day etc. The date joining instructions are issued is recorded within our information systems and assumed received by the client. It is the responsibility of the client to inform The Company of any specific requirements e.g., dyslexia, hearing, sight or mobility issues or dietary needs.

6. Payment Terms

6.1. Full payment is made at the time of booking, unless previously agreed with The Company. If any payment remains outstanding, certificates will be withheld until the full payment has been received. Any payment made by cheque (by prior

agreement with The Company) certificates will be held until the full payment has cleared.

7. Important Renewal/Refresher Rules

7.1. It is the responsibility of the client to ensure that the existing certificate falls within each course's rules regarding refresher training.

7.2. CITB Refreshers must be undertaken before the current certificate's expiry date.

7.3. If the delegate is attending a refresher course, they will need to provide a copy of their existing certificate prior to the course start date.

7.4. If the delegate attends the training without checking the expiry date of the current certificate, it is at their own discretion. The Company cannot be held financially responsible if it is found that the delegate is not eligible for certification and they are required to complete the full course again.

8. Cancellations

8.1. To avoid incurring a fee, cancellations must be received in writing at least 30 days prior to the commencement date of a course.

8.2. In the event of cancellations made 29-14 days prior to the course date, The Company reserve the right to impose a cancellation fee up to 50% of the course price.

8.3. In the event the delegate cancels the course less than 7 days before the course date, the full charge for the course will be imposed.

8.4. In the event of non-attendance on the day of the course, no refund will be given, and the full course charge will stand.

8.5. If a delegate does not complete the course on the specific course dates, the course will be charged at full price. If a delegate is unable to complete the course, due to an emergency or health issues, The Company will require the required evidence supporting this, within 7 days. If no evidence is provided, the full course charge will stand.

8.6. If a delegate is removed from the course for violent, inappropriate, disruptive, tardiness, language issues, destruction of property or any situation whereby the tutor or training manager believe the delegate a danger to the class, centre or themselves, the course price will stand, along with any charges for damage or removal of property/equipment from the training facilities or surrounding buildings.

8.7. If the Company must cancel a course a full refund will be issued, or a free transfer to an alternative date will be offered.

8.8. If The Company use a third-party trainer, the third-party T&Cs will be referenced on all aspects of the booking.

9. Transferring a Booking to an Alternative Date

9.1. A transfer will be allowed from one course to an alternative date free of charge if The Company are notified in writing within 14 days prior to the commencement of the course.

9.2. In the event of a transfer made 14-7 days prior to the course date, The Company reserve the right to impose a cancellation fee up to 50% of the course price.

9.3. In the event of a delegate transfer less than 7 days before the course date, the full charge for the course will be imposed.

9.4. A delegate can only be transferred once to an alternative course; any subsequent transfers will be treated as cancellations.

9.5. In the event of illness, transfers onto another course date will be free of charge providing The Company is satisfied with the circumstances and reserve the right to request a supporting medical certificate.

9.6. A free delegate substitution will be allowed up to the course start date. All T&Cs will still apply.

10. Course Attendance

10.1. Delegates are required to attend all course dates as booked, in order and in accordance with course programmes.

11. End of Course Assessments

11.1. Delegates must successfully complete the end of course test and any required assessments to qualify for their certificate. If for any reason this is not possible, the delegate must retake the course.

11.2. Exam resits are permitted for delegates who receive a qualifying score and will be arranged in consultation with the client and The Company; however, resits may not be able to take place on the same day as the initial training/exam.

12. Requirements for Delegates

12.1. Good time keeping throughout the course is essential.

12.2. If any delegate arrives late for a course, The Company reserve the right to refuse entry if The Company feel the delegate will gain insufficient knowledge in the time remaining.

12.3. In all such cases, the full course fee remains payable.

13. Language

13.1. Most courses, particularly those accredited by CITB, are delivered in English only.

13.2. No translators or translation devices are allowed into CITB courses at any time.

13.3. If a delegate attends a training course and is unable to complete the training or complete the end of course assessment, this was at the delegate's discretion and no refund will be forthcoming should the delegate subsequently fail the course.

14. Certificates

14.1. Course certificates are posted by first class recorded mail to the address provided at the time of booking or sent digitally by email. Replacement certificates must be obtained from the awarding body.

14.2. Any replacement certificates from The Company, included email copies will be charged for before dispatch. If the certificate(s) are not received within six weeks from the date of the email, please advise The Company immediately.

14.3. Any change of delivery or email address for certificates, need to be made in writing and notification needs to be received prior to the end date of the course.

14.4. The Company will not be held responsible or under any obligation to replace certificates which are lost, not collected from post depots, accidentally destroyed, or soiled in anyway during the delivery process.

15. CSCS Card Application

15.1. CSCS require a copy of the completed training certificate at the time of application.

16. Training Facilities

16.1. Courses are held at several suitable venues, including Medino House, specifically chosen by The Company.

16.2. External venues have their own terms and conditions. The Company will ensure delegates are made aware of any requirements which may affect them during the course.

17. Parking

17.1. Most of the venues used by The Company offer free parking. However, this cannot be guaranteed and may be on a first come first served basis. Parking is at the delegate's own risk and The Company will not be held responsible for any damage to a delegate's property, vehicle, or theft of such items.

17.2. Course venues will not be held responsible for any damage to a delegate's property, vehicle, or theft of such items.

17.3. Parking at Medino House is on a first come first serve basis. Parking is at the delegate's own risk and The Company will not be held responsible for any damage to a delegate's property, vehicle, or theft of such items.

18. General Data Protection Regulations

18.1. The Company will protect the delegates privacy and security.

18.2. The Company will not sell the contact details of any delegate to any third-party organisations. Acting as a brokerage service, the contact details of each delegate are sent to accredited health & safety training providers, to satisfy the contractual aspects of the booking process.