



The Big Panda Group Ltd - Booking Terms and Conditions

These terms & conditions will form a contract between the 'customer' (classed as anyone who has paid, left a deposit or booked services offered by the company) and The Big Panda Group Ltd T/A Safety Panda known as the 'Company'.

1. All fees must be paid strictly 30 days net of invoice date, unless other arrangements have been previously agreed with the company by the customer.

Certification will remain the property of The Big Panda Group Ltd T/A Safety Panda and will not be issued to the customer until such time as the relevant invoice has been paid in full & funds cleared in bank.

All certification unless stated otherwise will be provided in PDF digital format sent directly to the customer contact who books the training or other services, hard copy format certification can be raised and issued at an additional cost per person which will cover administration, printing and postage.

2. Any course cancellation by the customer prior to course commencement must be made in writing via email or by telephone to The Big Panda Group Ltd T/A Safety Panda Head Office. If cancellation occurs with a week or more notice then no cancellation charge will be levied, if 72 hours or less but more than 24 hours' notice then a 50% charge will be made, if 24 hours or less notice is received then the full 100% cost will be charged.

3. In the event that a customer fails to complete or attend their course for whatever reason including sickness then all course fees previously paid will be forfeited, or the full cost will be charged in the event of invoicing customers.

4. Any variations to the course booking & joining instructions, course date, time of attendance etc. will be advised in writing by the company to the customer. The company will make all efforts to keep the original agreed course confirmation, however in the event of a course cancellation imposed by the company the customer will be offered the next available course date.

5. All customers are informed of our terms and conditions which are readily available upon request and will be attached to both the initial quote and the order confirmation. All customers are deemed to have read them before requesting any of our services or products.

- 6.** Customers or their representatives who are considered to be under the influence of alcohol and/or drugs will have their course terminated immediately and all course fees paid forfeited, in the case of an invoice customer the full 100% of the cost will be invoiced.
- 7.** All customers undertaking training or other services are required to adhere to any notices or instructions given to them by any member of the company's staff.
- 8.** The company will not tolerate any verbal or physical abuse to its staff or representatives by the customer or customers representative and any services will be terminated immediately in the event of any abuse.
- 9.** Where external examinations have been arranged for the customer by The Big Panda Group Ltd T/A Safety Panda, the company accepts no liability for the accuracy of the customer details should a dispute arise with the external examination body.
- 10.** The Big Panda Group Ltd T/A Safety Panda will make every effort to ensure all course notes, presentations and handouts are correct at the time of issue. The company accepts no responsibility for any errors or omissions.
- 11.** The Big Panda Group Ltd T/A Safety Panda will not be held responsible for any loss or damage to any personal items left in any training vehicle or on the company's premises.
- 12.** The Big Panda Group Ltd T/A Safety Panda reserves the right to terminate any training course or other service if the company deems the customer to present a danger to themselves and other persons who may be affected by their acts or omissions and charge accordingly.
- 13.** The Big Panda Group Ltd T/A Safety Panda reserves the right to report without prejudice any act, omissions, or dangerous occurrences that they observe whilst on a customer's premises to the relevant regulating body or HSE.
- 14.** In the event of a mechanical breakdown to a company vehicle or loss of The Big Panda Group Ltd T/A Safety Panda building services, The Big Panda Group Ltd T/A Safety Panda will provide additional training or services equal to the amount of time lost. The company accepts no loss of financial penalty i.e., loss of wages, travel etc. in respect of this.
- 15.** In the event of a mechanical breakdown at the customers site of their own or any hired in equipment The Big Panda Group Ltd T/A Safety Panda will not be held responsible for any loss of training, service or lost time, in the event that the equipment cannot be fixed on the day or in time for completion of the course duration then the customer will be charged in full for the invoice total. The Big Panda Group Ltd T/A Safety Panda will provide alternative dates to complete the services from the stage at which it ended at the time of the fault.

16. The customer will ensure that the equipment to be used on their site has the relevant safety certification in place such as Thorough Examination Certification (LOLER) and servicing & inspection records etc.

17. Smoking is not permitted in The Big Panda Group Ltd T/A Safety Panda premises or their vehicles.

18. It is the responsibility of the customer to ensure that they have the correct entitlement on their driving licence when attending a driving course with The Big Panda Group Ltd T/A Safety Panda. Failure to provide the correct entitlement will result in the course being cancelled and course fees forfeited or 100% of the fees invoiced.

19. All customers and their representatives must comply with The Big Panda Group Ltd T/A Safety Panda Health & Safety policy and their legal obligations under the Health & Safety at Work Act 1974.

20. All customers & their representatives must ensure that they are physically fit and mentally sound to attend the training course or other service booked, any medical history or medication must be declared when requested by the company to comply with legal guidelines and regulations particularly in the case of courses relating to driving on public roads.

21. Customers must ensure that they provide the relevant resources required to run each course or service provided by the Company on their site which will include but not limited to adequate staffing levels & cover to prevent disturbance of employees attending courses, adequate operating space, adequate loads for lifting, adequate PPE for each person attending, adequate welfare facilities for the number of people attending, further details can be requested from The Big Panda Group Ltd T/A Safety Panda prior to services taking place.

22. When operating MEWPS the customer must ensure that their employees have the correct harnesses and that they are within inspection date, failure to produce this will result in delay or cancellation to the service, The Big Panda Group Ltd T/A Safety Panda can provide hire or sale of relevant harnesses upon request at an additional charge to be agreed.

23. If a customer wishes to make a complaint they must do so in writing or email to the head office within 7 days of the course or services ending. All complaints will be dealt with fairly & equally without prejudice by The Big Panda Group Ltd T/A Safety Panda.