



Siren Training Limited - Booking Terms and Conditions

These Terms and Conditions shall apply to each Training course or Event Assignment entered into between you and SIREN TRAINING LIMITED, an employment business, ('we', 'our' or 'us') of Lower Ground Floor, Unit 2 New North House, 202-208 New North Road, London, N1 7BJ.

1. Definitions and Interpretation for Training

In these terms and conditions the following words and phrases have the following meaning:

'Training Course': The action of our staff teaching a person or group a particular skill.

'Assignment': Our provision of Trainers to you for the provision of Teaching at a Training Course as detailed in a Course Request or a Booking Confirmation under these terms and conditions.

'Course Request': A request from you in writing or telephone conversation for us to provide a Training Course.

'Booking Confirmation': Your acceptance of an invoice and confirmation of a Training course whether verbal or in writing.

'Commencement': The date and time that a Training course is scheduled to commence as set out in a Course Request.

'Fees': The fee payable by you in accordance with clause 3.

'Trainer': A qualified individual with the necessary skills and experience to provide you with a Training Course.

'Services': The range of duties to be performed by a Trainer at a Training Course based on the job descriptions detailed in a Course Request.

'Accreditation': Nationally recognised training through our partnership with Quasafe Awards, ensuring that quality standards in education and training are met through all courses and training programmes on an ongoing basis.

'Quasafe Awards': An OFQUAL Accredited group, auditing SIREN TRAINING and providing nationally recognised qualifications.

'Website': Our website located at <http://sirentraining.co.uk>.

Unless the context otherwise requires references to the singular include the plural.

2. Acceptance, Variation and Cancellation

2.1 To be valid, Course Requests must be made or confirmed by you in writing, by email or via 'Add to Cart' on the Website.

2.2 On receipt of a Course Request we will provide you with an invoice for your Training Course.

2.3 On receipt of a Booking Confirmation we will endeavour to book the Trainers for your Training Course. Should such Trainers become unavailable we will endeavour to book replacement Trainers of comparable skill, Qualification, experience, presentation and attitude for your Training Course.

2.4 You accept and acknowledge that once you have provided a Booking Confirmation an Assignment may only be varied at our discretion and may result in an increase to the Minimum Fee.

2.5 If you cancel an Assignment within:

2.5.1 Seven (7) days or more: there is no charge.

2.5.2 Seven (7) days but more than forty-eight (48) hours prior to Commencement: we may charge you up to fifty per cent (50%) of the Minimum Fee.

2.5.3 Forty-eight (48) hours of Commencement: we may charge you up to one hundred per cent (100%) of the Minimum Fee.

3. Fees, Expenses and Payment

3.1 In consideration for each Assignment you agree to pay us the greater of the Minimum Fee or an amount equal to the hours worked on the Assignment (to the nearest quarter hour) by each Trainer provided to you for a Training Course.

3.2 You further agree to reimburse all reasonable expenses incurred by Trainers on an Assignment including, but not limited to, reasonable expenses incurred travelling to and from a Training Course and office time incurred in the event of a cancellation.

3.3 We will endeavour to invoice account clients within seven (7) days of the booking confirmation of an Assignment and the payment of Fees (plus VAT if applicable) and reimbursement of expenses will be due within fourteen days of your receipt of our invoice unless otherwise agreed. For all new clients we will endeavour to invoice at least forty-eight (48) hours prior to a Training Course and the payment and reimbursement of expenses will be due Twenty Four (24) hours prior to a Training Course.

3.4 Notwithstanding our statutory rights we reserve the right to charge interest if we do not receive payment in full by the due date for each invoice. Interest will be

charged on a daily basis (before and after judgment) until payment at 4% over the base rate Barclays Bank plc from time to time.

3.5 We also reserve the right to refuse to train individuals on a training course if payment has not been received prior to a training course.

4. Our Assurances

4.1 We warrant that each Trainer has been individually interviewed and has undergone both a training programme together with an Audit from Quallsafe Awards. They have been chosen for your Training Course on the basis of their Qualification, presentation, experience and attitude.

4.2 On your written request we will perform security checks on prospective Trainers on an Assignment, provided such checks are permissible under Data Protection legislation and/or any other relevant laws and regulations. You agree to indemnify us and keep us indemnified against any loss and damage suffered by us arising from our performance of such security checks at your request.

4.3 Should a Trainer fail to arrive at your Training Course or be unable to perform an Assignment satisfactorily, we will use our reasonable endeavours to replace them with an appropriate Trainer. However, you agree that this will be your sole remedy in relation to such failures and we will have no further liability to you.

4.4 We will remain responsible for payment of any earnings to Trainers and accountable to the Inland Revenue in relation to such earnings.

4.5 We confirm that we maintain suitable Employers Liability Insurance and Public Liability Insurance with a limit of at least £5 million respectively.

5. Your Responsibilities

5.1 You will be responsible for all Trainers from the moment they arrive at your venue for a Training Course until you dismiss them at the end of a Training Course. During a Training Course the Trainer will be under your sole direction and supervision and we will bear no liability whatsoever for any errors or omissions caused by a Trainer due to your lack of control, instruction, or suitable supervision.

5.2 You undertake to ensure that reasonable, safe and adequate working conditions are provided for Trainers at your Training Course and Trainers will be fully briefed before commencing the Training and given adequate and prompt assistance as and when required thereafter. You are solely responsible for the health and safety of Workers while they are providing Training to the same extent as they were your employees. For the avoidance of doubt this includes travel to and from a training Course whether arranged by you or by us in accordance with your instructions.

5.3 You will, in all matters arising in relation to an Assignment, comply with all Acts of Parliament, including European Legislation that is applicable to a Training

Course and/or the provision of the Training. In particular, you undertake to comply with all relevant health and safety legislation and work policies and all other rights and regulations to which Trainers are entitled.

5.4 You will effect and maintain suitable insurance including Employers and Public Liability insurance with a reputable insurance company to cover you against any liabilities which may arise out of or in connection with the performance of your obligations to Workers during an Assignment and such insurance should cover the holding of the Training Course as well as the guests who attend, our staff and all operators and contractors and other personnel working at the Training Course.

5.5 You acknowledge and agree that you must satisfy yourself that Trainers provided by us pursuant to an Assignment are suitable, trained and able to safely operate any equipment required within the scope of the Training they are to provide, prior to the commencement of the Training Course.

5.6 If you decide a Trainer is not suitable for a Training Course you must inform us within the first three hours of the Training Course, stating why the person is deemed to be unsatisfactory and we will use our reasonable endeavours to provide a replacement Trainer. We cannot guarantee that we will be able to provide a replacement Trainer and accept no liability for failing to do so.

5.7 You agree to comprehensively insure any equipment used by a Trainer in the course of providing you with a Training Course and to ensure that such equipment has been serviced and/or inspected and does not breach any statute, law or regulation.

5.8 You acknowledge that Trainers may refuse to train any person attending a Training Course, if in their opinion that the individual is abusive, Racist, behaving in an inappropriate manner or Drunk.

5.9 You will indemnify us and keep us indemnified against any losses, claims, demands, actions, proceedings, damages and other costs arising out of your failure to comply with your obligations in these terms and conditions and/or pursuant to an Assignment and for any liability incurred by us arising from your acts or omissions.

6. Limitation of Liability

6.1 We are not seeking to limit or exclude our liability for death or personal injury resulting from our negligence where it is not lawful to do so but in every other circumstance whether in contract, tort (including negligence), misrepresentation (unless fraudulent), strict liability or other liability, including liability for the acts or defaults of our employees, agents, contractors or the Trainers our maximum liability to you will not exceed the Minimum Fee for each Assignment performed in the three months prior to the event causing such liability.

7. Miscellaneous

7.1 We will not be held liable or be deemed to be in breach of these conditions by reason of any delay in performing or failure to perform any of our obligations hereunder if the delay or failure is due to any cause beyond our reasonable control which may include without limitation an act of God, national emergency, disruption by other hostilities, prohibitive Government regulations, substantial inclement weather, police advice, ill health or any other cause beyond our reasonable control rendering performance by us impossible, impracticable or otherwise such that the Training course or the assignment cannot reasonably be expected to take place.

7.2 Neither party may assign any rights or liabilities under these terms and conditions without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

7.3 Nothing in these terms and conditions is intended to infer on any third party any benefit or the right to enforce any term of the agreement.

7.4 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 and the remainder of the provisions in question will not be affected.

7.5 Nothing in these terms and conditions will create, or be deemed to create, a partnership or a relationship of employer and employee or agent and principal between the parties.

7.6 These terms and conditions together with each Assignment constitute the entire agreement between the parties and supersede any previous arrangements and agreements relating to the same subject matter.

7.7 These terms and conditions prevail over your standard conditions, any conditions customary in the trade and conditions, which may have been previously applied between the parties. For the avoidance of doubt the provision set out in an Assignment are in addition to and, where relevant, supersede the provisions of these terms and conditions.

7.8 Any waiver, substitution, modification or addition to this contract must be expressly agreed in writing by the parties.

7.9 These terms and conditions and each Assignment will be governed by the laws of England.