



REAX Limited - Booking Terms and Conditions

1. General

1.1 Reax Limited and Reax Equipment Limited Terms and Conditions of Trade are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on Reax Ltd. and/or Reax Equipment Ltd. includes or refers to any other terms or conditions of contract, then these shall not apply unless specifically agreed in writing by Reax Ltd. and/or Reax Equipment Ltd. Therefore, no addition to or variation of these conditions will bind Reax Ltd. and/or Reax Equipment Ltd. unless it is specifically agreed in writing and signed by an authorised signatory officer of Reax Ltd and/or Reax Equipment Ltd.

1.2 These Terms and Conditions of Business are between Reax Ltd. and/or Reax Equipment Ltd. and the individual, company, or other commercial body (hereinafter referred to as The Client).

1.3 These Terms and Conditions of Business will form the basis of all contracts with Reax Ltd. and/or Reax Equipment Ltd. unless otherwise specified in writing by an authorised signatory officer of Reax Ltd. and/or Reax Equipment Ltd. By signing or countersigning any contract, agreement or booking you are confirming that you are authorised to do so and agree to both the Terms and Conditions of Business as outlined herein and to the specific conditions of the document being signed. In addition, any bookings/equipment sales previously confirmed either by way of email or purchase order will be considered firm orders irrespective of a signed booking or contract and will be subject to the Cancellation and Postponement Terms outlined in Paragraph 6.

1.4 Reax Ltd. and/or Reax Equipment Ltd. reserve the right to vary these Terms and Conditions of Business at any time and without notice. The latest version of which is available to view via Reax Ltd.'s Website or at the request of The Client.

2. Delegate Information

2.1 For training courses involving elements of a practical nature, delegates are required to wear appropriate clothing and footwear as outlined in the Joining Instructions issued by way of course confirmation. In addition, delegates must be physically fit and able to withstand the rigours of training; if there are any doubts relating to the fitness of delegates, reference should be made to a General Practitioner who is familiar with the delegates' medical history. The onus is entirely on the delegate to ensure their fitness and suitability to undergo training and Reax

Ltd. do not and will not accept any responsibility whatsoever in this regard. Consumption of alcohol and/or illegal substances is not permitted on any Reax Ltd. and/or Reax Equipment Ltd. premises nor should it be consumed immediately prior to or during training. If there is any evidence of such, trainers are obliged to refuse to train the delegates and said delegates will be immediately removed from the premises.

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

2.3 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 carried out and in which case will be worded accordingly. All certificates remain the property of Reax Ltd. In the event of an overdue and outstanding payment, Reax Ltd. reserve the right to withhold delivery of the same, until full payment has been received.

2.4 Delegates are required to arrive at the training venue in good time and as set out within the Joining Instructions in readiness for prompt course commencement. Candidates arriving late will only be admitted at the discretion of the centre and may be refused entry. Should a candidate be refused entry, the full course cost will be invoiced to The Client (see Paragraph 6 (6.4) of these Terms and Conditions of Business).

3. Client Supplied Information

3.1 Should any information or data supplied to Reax Ltd. and/or Reax Equipment Ltd. for the provision of a price quotation or other agreement prove to be insufficient or inaccurate, Reax Ltd. and/or Reax Equipment Ltd. fully reserve the right to amend or cancel the quotation or other agreement. Should any such information come to light during or after the delivery of retained services, Reax Ltd. and/or Reax Equipment Ltd. reserve the right to amend the quotation and/or related invoice.

4. Prices

4.1 Unless otherwise stated, written quotations issued by Reax Ltd. are valid for a period of 30 days from the date of issue and written quotations issued by Reax Equipment Ltd. are valid for a period of 30 days from the date of issue. Any preferential price agreements are only valid for the period specified on the agreement and for the course titles/provisions of equipment as outlined therein. Reax Ltd. and/or Reax Equipment Ltd. reserve the right to cancel this agreement at any time without prior notice.

4.2 All errors and omissions are accepted. Both Reax Ltd. and/or Reax Equipment Ltd. reserve the right to amend its pricing structure at any time and without prior notice.

5. Settlement Terms

5.1 Unless otherwise specified, invoices for goods and/or services should be settled in full within 30 days from the date of invoice. Clients who do not hold a credit account with Reax Ltd. and/or Reax Equipment Ltd. should settle invoices in full, 7 days prior to the commencement of training or by way of Proforma Invoice in the sale and supply of safety equipment. For training, Reax Ltd. reserve the right to refuse entry to any Client who does not hold a credit account and whereby an invoice remains outstanding. Reax Ltd. and/or Reax Equipment Ltd. also reserve the right to invoke the Cancellation and Postponement Policy as outlined in Paragraph 6 of this document.

5.2 Reax Ltd. and/or Reax Equipment Ltd. reserve the right to charge a late payment surcharge of 8% per month of the full outstanding amount including VAT from the invoice due date to the payment received date.

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

5.4 New clients who instruct the training services of Reax Ltd. are required to pay the first three invoices by way of Proforma Invoice in order to establish a payment history between the parties. Payment terms may be applied for thereafter by completing and returning the Account Application Form to info@reaxltd.com. Payment terms are subject to approval and will only be offered once a satisfactory payment history has been established.

5.5 Any client account that persistently falls into arrears will be subject to one or all the following actions:

- The client account will be put on stop until the account is reconciled in full.
- A late payment surcharge of 8% per month will be applied.
- The client credit account facility will be withdrawn and no further payments on account will be offered.
- Your account will be referred to an external Debt Collecting Agency.

6. Cancellation and Postponement

6.1 Reax Ltd. accepts confirmation of bookings by email containing a purchase order. Upon receipt of the same and by way of course confirmation the candidate joining instructions will be issued. Once confirmed 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 as set out within this document and as specifically outlined below.

6.2 Reax Equipment Ltd. accepts order confirmation relating to equipment sales either by direct online purchase via Reax Ltd. Website or by email containing purchase order for clients who hold a Reax Equipment Ltd. payment account. Upon receipt of an emailed order, confirmation will be issued to The Client and at this point the order is firm; if The Client wishes to cancel or postpone the order this must be made in writing and will be subject to the cancellation terms as set out within this document and as specifically outlined below.

6.3 Failure of any element of a training course or test that is a prerequisite for subsequent elements will result in the course booking being charged in full. In addition, failure to supply any prerequisite documentation or to comply with any other requirements prior to the course commencement or test will result in part or all of the booking being cancelled and charged in full.

6.4 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 Reax Ltd. and/or any related awarding body. The Client must complete a Reax Ltd. Site Assessment Document and return this to the sending author prior to events being delivered. Failure in the aspect of site suitability above may result in Reax Ltd. cancelling the booking without notice and be subject to the cancellation terms as set out within this document and as specifically outlined below.

6.5 Reax Ltd. reserve the right to charge a cancellation fee in respect of any booking or contract. Any aspect of a booking, whether complete booking or individual delegate, cancelled less than 14 working days before the earliest date but more than 8 working days of any element of the booking will be charged at 50% of the booking or contract price. Any aspect of a booking, whether complete booking or individual delegate, cancelled less than 7 working days before the earliest date of any element of the booking will be charged at 100% of the booking or contract price.

6.6 Reax Equipment Ltd. reserve the right to charge a cancellation fee of 20% (of the total order value) for any sales orders cancelled outside of 5 working days from date of purchase. All sales are final, and refunds are issued solely at the discretion of Reax Equipment Ltd. Returned items are done so at the sole expense of The Client. Faulty items must be reported in writing within 14 days from the date of purchase. Replacement products will be dispatched to The Client as agreed at point of initial contact and replacement items are dependent on supplier lead times. Reax Equipment Ltd. do not and will not accept any responsibility/liability whatsoever for Supplier delays. Any reported faults will be referred to the originating manufacturer. All sales are bound by the manufacturers guarantee. These Terms and Conditions of Business do not affect your Statutory Rights.

6.7 Any delegate who fails to attend, is excluded from, or refused entry to, any part of a booking or test (in accordance with the terms above) will be charged at 100% of the booking or contract price.

6.8 Reax Ltd. and/or Reax Equipment Ltd. do not accept and will not be held liable for any costs incurred by The Client because of cancellation of bookings/sales orders and/or contracts for any reason, including but not limited to Global Pandemic, Act of God and/or other that is reasonably beyond Reax Ltd. and/or Reax Equipment Ltd.'s control.

6.9 In the unlikely event that it becomes necessary for Reax Ltd. to postpone all or any part of a training course due to circumstances beyond its control, other than those outlined in Sub-Paragraph 6.8, a mutually agreeable date will be chosen on which to complete the booking. Reax Ltd. will not be liable for any costs incurred by The Client for such actions.

7. Health & Safety

7.1 The Client shall use their best endeavours to ensure that any premises in which Reax Ltd.'s employees, servants or agents may have to work are safe and without risk to them. All known risks must be clearly identified and marked by The Client.

7.2 Reax Ltd. reserve the right to refuse entry to any delegate without the personal protective equipment appropriate for the course and charge The Client in full, as per the Cancellation and Postponement Terms outlined in Paragraph 6.

7.3 The Client is solely responsible for ensuring all relevant insurance policies are in place and current for any event taking place on The Client's site. Reax Ltd. and/or Reax Equipment Ltd. reserve the right to request evidence of insurance cover. Any equipment owned by or hired to The Client for use by delegates and/or Reax Ltd.'s employees, servants or agents must be in a safe working condition, fit for purpose and appropriate inspection documentation must be compliant to industry standards.

8. Data Protection and Privacy

8.1 Any information disclosed to us either directly or through Reax Ltd.'s website, by whatever means will only be collected, stored and processed in accordance with the requirements of the business between Reax Ltd. and/or Reax Equipment Ltd. and The Client as set on in our Privacy Policy.

9. Website Licensing, Access, and Use

9.1 Use of Reax Ltd.'s website, www.reaxltd.com, is for the sole purpose of viewing the website content, making bookings, reviewing bookings, and transferring to links provided on the website. You may only establish links to this website with prior written consent from Reax Ltd. and/or Reax Equipment Ltd. The copyright of the materials contained therein is the sole property of Reax Ltd.

9.2 By accessing and using Reax Ltd.'s Website you wholeheartedly agree not to:

1. Access, monitor or copy any information whatsoever whether for your own commercial benefit or for the benefit of another party.
2. Use any data mining, robots, spiders, scrapers or any other automated data gathering and/or extraction tools, without prior written permissions from the Board of Directors and/or authorised signatory officer of Reax Ltd. and/or Reax Equipment Ltd.
3. Make any attempts to attack the infrastructure of the website.

10. Applicable Law

10.1 By employing the services of Reax Ltd. and/or Reax Equipment Ltd. The Client fully agrees and accepts the Terms and Conditions of Business set out within this document and understands that these Terms and Conditions of Business to be full and final.

10.2 English law shall apply, and any dispute shall be settled by English courts. These Terms and Conditions of Business do not affect any Statutory Rights available to The Client.