



South Wales Safety Training & Consultancy - Booking Terms and Conditions

1. BOOKING

1.1 The completion and submission to us of this booking form constitutes a binding contract between us. We require completion of this booking form and full payment prior to us confirming that a place has been set aside for you, subject to the conditions detailed in section 6 of this agreement.

1.2 Until we receive the completed booking form and full payment, we reserve the right to sell the place on the course to others.

1.3 As soon as is reasonably practicable you shall provide us with the name of the Delegate(s) and any special requirements they may have particularly with regard to diet, mobility and access.

1.4 Substitution of a Delegate will be allowed up to the commencement of the course.

2. CONFIRMATION

2.1 Acceptance of your offer will take place on sending you written confirmation of your Booking and/or an invoice. Our acceptance of your Booking brings into existence a legally binding Agreement between us.

2.2 Joining instructions will be forwarded to your email prior to the Course start date. If you do not receive the joining instructions within 7 days of the Course start date you must notify us immediately.

3. PRICES

3.1 Course prices do not include meals (unless we notify you otherwise), travel, accommodation, parking costs or any other cost incurred as a result of or in connection with a Course.

3.2 Value Added Tax will be added to all taxable supplies at the current rate.

4. PAYMENT

4.1 Full payment is required with the booking form for all training courses.

4.2 No payment shall be deemed to have been received until we have received cleared funds.

4.3 Without prejudice to any other right or remedy available to us if payment is not received when due we shall be entitled to:

4.3.1 Cancel the Agreement; and/or

4.3.2 Suspend the delivery of any other Course to you; and/or

4.3.3 Withhold the issue of any applicable Course certificate; and/or

4.3.4 Include interest on the amount outstanding from the date when such payment is due until the date of actual payment (both after as well as before judgment) at a rate per annum of 4 per cent above the base rate from time to time of Barclays Bank Plc. If we must recover the outstanding payment, recovery costs are to be paid by you.

5. CANCELLATION BY YOU

5.1 Your statutory rights are not affected.

5.2 Subject to clause 5.1, if you wish to cancel a booking and your cancellation is received in writing:

5.2.1 More than 14 days before the Course start date we shall refund you 90% of the Course price. The retained 10% is an administration fee.

5.2.2 Less than 14 days before the Course start date no refund shall be made.

5.2.3 No changes can be made to the booking, e.g. change of Course, change of date, etc., less than 14 days before the Course start date.

6. CANCELLATION BY US

6.1 All Courses are subject to availability and demand and it is your responsibility to confirm the status of a Course with our offices prior to the Course start date.

6.2 We reserve the right at any time:

6.2.1 To cancel Courses and refund any monies paid to us. No further liability will be accepted.

6.2.2 To vary Course dates, programmes, speakers and venues.

6.2.3 We shall endeavour to inform you as soon as possible of any Course cancellation or variation.

7. DELEGATES

7.1 Prior to a Delegate attending a Course it is your responsibility to bring these Conditions to their attention.

7.2 You agree to indemnify us in respect of any loss, damage or injury caused to the property of us, our employees or any third party by the conduct, act or omission of a Delegate.

7.3 It is your responsibility to ensure that the Delegate(s) has a suitable level of literacy and/or numeracy skills that is required for them to attend and complete the course for which they have been enrolled.

7.4 It is your responsibility to ensure that you bring to our attention at the time of booking or prior to the commencement of the course any specific requirements or disabilities that the Delegate(s) may have. Where reasonable, we will endeavour to make reasonable adjustments to accommodate the Delegate's needs.

7.5 The delegate must attend the course for the full duration and in the correct sequence. Additionally, where applicable, the delegate must pass the examination/assessment set by the examiner.

8. USE OF THIRD PARTY TRAINING PROVIDERS

8.1 Where we act as an agent for other training providers, the terms and conditions of that training provider shall apply in addition to ours.

8.2 The content of third party courses shall be determined by the provider in accordance with its usual arrangements, terms and conditions.

8.3 We reserve the right to use third party providers to deliver courses on our behalf.

9. INTELLECTUAL PROPERTY

9.1 The names, images and logos identifying South Wales Safety Consultancy Limited or RST Consultancy Limited are proprietary marks of those companies.

9.2 All other trademarks, brand names, product names and titles and copyright used in our prospectus or the training material are trademarks, brand names, product names or copyrights of their respective holders. No permission is given by us in respect of the use of any of them and such use may constitute an infringement of the holder's rights.

9.3 Copyright subsists in our literature (including our Course catalogue and training material) and no part of our literature may be reproduced in any form without our prior written consent.

10. LIABILITY

10.1 Nothing in this Agreement is intended to limit liability for death or personal injury caused by our negligence.

10.2 Subject to the clauses contained in this agreement we shall not be liable to you for any indirect, special or consequential loss of any nature whatsoever; or

10.3 For any loss of profits, business, contracts, revenue, goodwill, contracts or anticipated savings or for any administrative inconvenience or disappointment.

10.4 Subject to the clauses contained in this agreement our liability to you in contract, tort or otherwise is limited to the Course price.

10.5 We accept no liability for any reliance placed upon the contents of any Course literature supplied. The said material is intended for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances.

10.6 We shall not be liable for any loss or damage caused to a Delegate's vehicle on our premises unless caused by our wilful misconduct.

10.7 We shall not be liable to you and/or a Delegate for any loss or damage to property caused by an event outside our reasonable control (including the misconduct or negligence of another delegate) or where the Delegate remains in exclusive charge of the property concerned.

10.8 Delegates are recommended to have insurance in place to cover loss, damage or theft of their personal effects and money.

10.9 We shall not be liable to you for any delay or for the consequences of any delay in performing our obligations under this Agreement if such delay is due to any cause or circumstance beyond our reasonable control (including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident) and we shall be entitled to a reasonable extension of time for performing such obligations.

11. GENERAL

11.1 If any part of this Agreement is held to be illegal or unenforceable (including any provision in which we exclude our liability to you) the validity and enforceability of any part of the Agreement will not be affected.