



Essential Site Skills — Booking and Cancellation Policy

1. Booking

1.1 This page (together with any documents referred to on it) defines the terms and conditions on which we enable you to make an online booking for a place on any of our Training Courses listed on our Website. Please read these terms and conditions carefully before booking any of our Training Courses. **You should understand that by booking any of our Training Courses, you agree to be bound by these terms and conditions.**

1.2 Please understand that if you refuse to accept these terms and conditions, you will not be able to book any of our Training Courses online.

2. Course correspondence and confirmation:

2.1 All correspondence regarding bookings will be sent to the named booker and email address associated with the account.

2.2 You will receive joining instructions confirming timings and venues once your booking has been processed. If you have not received this one week prior to the event please contact us. Prior to contacting us, please ensure you have checked your email inbox as well as your spam and junkmail, just in case the joining instructions have been sent to these inboxes by your email client.

2.3 Please contact your account manager on 0115 897 0529 if any details need to be amended.

3. Course/Event Venue

3.1 Our Training Courses are held at a number of venues including at our premises in Nottingham. You acknowledge that we may have to change the published venue for the event for reasons beyond our control and in such cases you will not be entitled to cancel unless the change in venue represents a significant disadvantage to you.

3.2 You are liable for any loss or damage which you may cause to our premises or that of the external venue and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time.

3.3 If you have a disability or medical condition that requires special arrangements to be made, or specific dietary requirements, please notify us of your requirements when making your booking.

4. Price and Payment

4.1 The price of any of our Training Courses will be as quoted on our Website. Prices listed are exclusive of VAT at the prevailing rate unless otherwise stated.

4.2 Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation, except in cases of obvious error.

4.3 You may pay for your booking online by credit and debit card. We regret that we cannot accept cheques or cash as payment for bookings made online through our payment gateway. Credit and debit card payments made online through our Website are processed by a secure payment collection service. Our online payment processing is undertaken by Stripe, a leading secure internet payment service provider. When you book a Training Course online and wish to make payment online, you will be required to log into your account or register to create an online account with us and book a Training Course online.

4.4 To successfully process your online booking, we will take your name, address and other details and then you will be transferred to a secure page to enter your credit or debit card details and finalise the payment process. The page will form part of the overall ESS website, however the form will be provided by Stripe and will therefore comply with online payment security regulations. Stripe will need to know certain information about you in order to process payment for the booking and you hereby consent to the transfer by us to Stripe such information.

5. Cancellation Policy (Training Course):

Should circumstances mean that you must cancel your course and are unable to transfer your booking to another date at the time of cancellation, the following charges will apply:

- More than four weeks prior to the course start date - £50 admin fee.
- Two to four weeks prior to the course - 50% of the course fee or £50 (whichever is the greater).
- Less than two weeks prior to the course - full fee.

6. Transfer Policy (Training Course):

Should you need to transfer to a different course, the following charges apply:

- More than four weeks prior to the course start date - £50 admin fee.
- Two to four weeks prior to the course - 25% of the course fee or £50 (whichever is the greater).
- Less than two weeks prior to the course - full fee.

7. Substitutions

It may be possible to substitute a suitable delegate onto the same course on the same date, or to transfer to another course subject to available and price change, this will be on a case by case basis.

How to Contact Us

Telephone: 0115 897 0529 – You can contact the Training Team by telephone Monday to Friday from 8.00am until 6.00pm (except public holidays when the centre is closed).

Email: training@essentialsiteskills.com – Contact via email will be dealt with at all times but a reasonable delay is expected during out of hours time or during holiday periods.

Post: Our Trading Office Address is: Monarch House, Chrysalis Way, Eastwood, Nottingham, NG16 3RY.

ESS Standard Conditions of Contract

1. Interpretation and Definitions

1.1 The following expressions shall have the following meanings:

1.1.1 "The Company" means Essential Site Skills Ltd whose registered office is Monarch House, Chrysalis Way, Eastwood, Nottingham, NG16 3RY.

1.1.2 "The Client" means the client specified in the Quotation or the booking form.

1.1.3 "The Course Brochure" means the latest edition of the brochure, published by the Company, detailing the training courses and NVQ qualifications offered by the Company.

1.1.4 "The Quotation" means the written quotation for the performance of the closed course services or any consultancy services as may from time to time be amended by the written agreement of the parties.

1.1.5 "The Services" means the open courses as detailed in the Course Brochure or the closed courses or any other consultancy services as detailed in the Quotation.

1.1.6 "The Working Day" means a day (other than Saturday or Sunday) on which banks open for a full range of banking transactions.

1.1.7 The headings to these Conditions are for guidance only and shall not affect the construction of the Contract. The singular shall include the plural and vice versa.

1.2 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

1.2.1 the Quotation; 1.2.2 these terms; 1.2.3 the Course Brochure.

2. Appointment

Each acceptance of a Quotation or booking form for Services will be deemed to be an offer by the Client to purchase Services in accordance with the Quotation or Course Brochure and upon these Terms and Conditions. The Contract is formed when the order is accepted by the Company by way of a written acknowledgment of order. No contract will come into existence until a written acknowledgement of order is issued by the Company. All orders or booking forms must be on the Company's standard order form.

3. Description

The quantity and description of the Services will be as set out in the Quotation or Open Course Brochure. All samples, drawings, descriptive matter specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures including the Open Course Brochure are issued or published for the sole purpose of giving an approximate idea of the Services represented by or described by them and the Company reserves the right to alter the content, timing, venue and format of the Services.

4. Price

4.1 The Client agrees to pay the fees and expenses at the rates and in the manner set out in the Quotation or booking form. VAT will be charged at the standard rate and shall be payable by the Client in addition.

4.2 Where credit accounts are agreed, invoices will be submitted by the Company on receipt of a booking form and shall be paid by the Client within 30 days of the date of the invoice, unless other terms have been specified and agreed prior.

4.3 The Customer will promptly, but in no event later than fourteen (14) days from the date of invoice, notify ESS in writing (either by letter or email) of any disputed invoice, together with all information relevant to the Dispute, including the invoice number and reference numbers, if any, and an explanation of the amount disputed and the reasons. The Customer must pay all undisputed amounts in accordance with Clause 4.2. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on over-payments refunded.

4.4 In the event of late payment for whatever reason and without prejudice to its other rights and remedies, the Company shall have the right:

4.4.1 to suspend any further performance of the Services for such period as the Company feels fit including where appropriate the issuing of any exam results;

4.4.2 to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

4.5 Travel and subsistence costs incurred by the Company or its representatives during the performance of the Services shall be for the account of the Client and shall be paid as soon as reasonably practicable following request.

4.6 If the performance of the Services is suspended or cancelled at the request of the Client or delayed through any failure or delay by the Client in providing information under clause 7.1 below then the Company shall be immediately entitled to payment for:

4.6.1 Services already performed or provided by the Company; and

4.6.2 The amount payable for cancellation of the course as indicated in the terms on the Company's standard booking forms for those services.

4.7 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

5. Delivery

5.1 The Company shall use its reasonable endeavours to comply with any date(s) for completion of the Services PROVIDED THAT such date(s) shall not be binding. Failure to comply with such date(s) shall not constitute a breach of contract nor (for the avoidance of doubt) will the Company have any liability to the Client for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance except as set out in this condition and in no case shall delay be a ground for rejecting the Services or otherwise rescinding the contract.

5.2 Subject to clause 5.1, if expedited performance of the Services is required by the Client, the additional costs incurred by the Company may be charged to the Client in addition.

6. Warranties and Liability

6.1 In the event of any breach of the Company's express obligations under these Terms and Conditions the remedies of the Client will be limited to damages, which in any event shall not exceed the fees and expenses paid by the Client for the Services.

6.2 The Company shall be under no liability to the Client for any infringement or alleged infringement of any patents, registered designs, copyright and any other intellectual property rights owned or controlled by a third party arising out of or in

connection with the Services or the manufacture, sale and use of any prototype or any Goods supplied pursuant to performance of the Services.

6.3 The Company does not exclude its liability (if any) to the Client:

6.3.1 for breach of the Company's obligations arising under the Consumer Rights Act 2015;

6.3.2 for personal injury or death resulting from the Company's negligence;

6.3.3 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or

6.3.4 for fraud.

6.4 The Company shall be liable to the Client for damage to property if such damage is caused directly by the Company's negligence or of any person for whose acts it is responsible save that its liability under this clause shall be limited to the lesser of the direct costs of replacement or repair of the damaged property of the sum of £500,000 per incident or series of incidents arising out of the one event.

6.5 It is hereby agreed by the Client that the Company shall in no circumstances be liable to the Client for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance except as set out in this clause 6 and in clause 5.1.

6.6 Except as set out in clauses 5.1 and 6.1 - 6.5, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Client.

7. Client's Obligation

7.1 The Client agrees to give the Company such information advice and assistance relating to the Services as the Company may reasonably require within sufficient time to enable the Company to perform the Services in accordance with the Quotation or the Course Brochure.

7.2 The Client shall be responsible to the Company for ensuring the accuracy of any information submitted by the Client.

7.3 The Client shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Client's information.

7.4 The Client shall indemnify the Company against all claims, actions, losses, damages, costs and expenses incurred by the Company arising from or due to the negligence of the Client its servants or agents.

7.5 Any property supplied to the Company by or on behalf of the Client shall be held and worked upon by the Company at the Client's risk. The Company shall not be liable for any loss or damage to any such property.

7.6 The Client shall comply with all applicable Health and Safety legislation and regulations in respect of any employee of the Company or self-employed person engaged by the Company to provide the Services whilst such person is working on the Client's premises and the Client shall provide the Company with such information as is necessary to enable the Company to comply with all applicable Health and Safety legislation and regulations in respect of that person.

8. Computer Software

If as part of the Services the Company is required to develop for the client a computer software program and any manuals and other computer documentation the Company shall enter into a licence agreement with the Client for the use of such computer program and computer documentation and in the event that the terms and conditions of such licence shall conflict with these conditions, the terms of such licence, to the extent of the conflict, shall prevail.

9. Intellectual Property Rights

9.1 Copyright in all original drawings, designs, course materials, Quotations, reports and other recorded matter whether made in connection with the Quotation, the Course Brochure and/or the Services or otherwise shall remain vested in the Company at all times.

9.2 No part of any course materials, consultancy reports, management systems or any other materials provided by the Company may be reproduced or transmitted in any form or by any means or stored in any retrieval system of any nature without prior permission, except as it may be permitted to do so by law.

9.3 Unless otherwise agreed in writing ownership of all inventions discoveries and improvements thereto which arise in connection with the Quotation and/or the Services shall vest in the Company provided that the Company shall grant to the Client a non-exclusive royalty free licence to use such inventions discoveries and improvements.

10. Confidentiality

10.1 All drawings and technical information supplied by the Client to the Company and all information supplied by the Company to the Client shall be deemed to have been furnished in confidence for the purpose authorised by the Quotation or acknowledgement of order and no other. The recipient party shall take all

reasonable precautions to prevent communication of any such information to any of its employees or to any third party except as may be necessary in order to carry out the purpose of the quotation. If disclosure to an employee or a third party is necessary for such purposes then such employee or third party shall be required to observe the same confidentiality obligation as the recipient party.

10.2 Neither the Company nor the Client shall use the name of the other in any publicity material nor publish anything relating to work being undertaken pursuant to the performance of the Services without the prior written permission of the other (such permission not to be unreasonably withheld).

10.3 The obligations of confidentiality and non-publication contained in Clauses 11.1 and 11.2 shall not apply to any information which:

10.3.1 is in or entered the public domain other than by virtue of the recipient's act or omission;

10.3.2 is known to the recipient at the time of the disclosure to the recipient provided that the recipient produces to the other satisfactory evidence of the same within 14 days of such disclosure;

10.3.3 is required to be disclosed by the recipient by a court of competent jurisdiction.

11. Termination

11.1 The Company may by written notice terminate the Contract immediately if the Client is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Failure to pay any sums due in accordance with clause 4.2 is a material breach of the terms of the Contract which is not capable of remedy.

11.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Client or the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

12. Restrictive Covenants

12.1 The Client agrees that it will not during the Relevant Period, without the prior written consent of the Company whether directly or indirectly, and whether alone or in conjunction with, or on behalf of any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise solicit, induce or entice away from the Company or employ, engage or appoint in any way cause to be employed, engaged or appointed a Critical Person whether or not such a person would commit any breach of his or her contract of employment or engagement by leaving the service of the Company.

12.2 For the purposes of Clause 12.1 above:

"Critical Person" means any person who is an employee, agent, director, consultant or independent contractor employed, appointed or engaged by the Company at any time within the Relevant Period who delivers to the Client any health, safety and environmental training or provides consultancy/advisory services or such other person, who is an employee, agent, director, consultant or independent contractor, who by virtue of their knowledge, seniority and/or expertise is likely to be able to assist or benefit the business of the Client to the detriment of the Company.

"Relevant Period" means a period during this Agreement and for the period of 6 months immediately after the termination of this Agreement for whatever reason.

12.3 In the event that the Client employs, engages, appoints or in any way causes to be employed, engaged or appointed a Critical Person during the Relevant Period, the Client shall pay to the Company a fee of £35,000 by way of liquidated damages to compensate the Company's losses it suffers as a result within 30 days of such employment, engagement or appointment.

13. Force Majeure

The Company shall not be liable to the Client for any loss or damage suffered by the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services to be performed or the goods to be supplied, if failure was due to any cause beyond the Company's reasonable control including without prejudice to the foregoing Act of God, explosion, flood, tempest, fire or accident, wars or threat of war, sabotage, insurrection, an act of terrorism, civil disturbance or requisitions, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, and power failure or breakdown in machinery.

14. General

14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

14.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

14.3 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

14.4 The Company may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.

14.5 The Contract is personal to the Client who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

14.6 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

15. Law

These conditions together with the Quotation and the Company's standard forms shall be governed and construed in accordance with the Laws of England and Wales.

16. Communications

16.1 All communications to the Company shall be addressed to Essential Site Skills Ltd at the address of the Company set out in the Quotation.

16.2 All communications to the Client shall be sent to the address appearing in the Quotation or on the booking form unless some other address has been notified in writing to the Company.

17. Variation of Conditions of Contract and Quotation

Any variation to the Quotation or the Terms and Conditions of the Contract and any representations about the Services shall have no effect unless expressly agreed in writing (on the Company's headed paper) and signed by a director of the Company.

18. Entire Agreement

These conditions together with the Quotation or the Company's standard booking form shall form the entire agreement between the Company and the Client. These conditions shall supersede and prevail over terms and conditions sought to be imposed by the Client provided that this shall not exclude any liability which the Company would otherwise have to the Client in respect of any statements made fraudulently by the Company prior to the date of the Quotation.

18.1 The Client shall comply with all applicable Health and Safety legislation and regulations in respect of any employee of the Company or self-employed person engaged by the Company to provide the Services whilst such person is working on the Client's premises and the Client shall provide the Company with such information as is necessary to enable the Company to comply with all applicable Health and Safety legislation and regulations in respect of that person.