



Eurosafe Training & PPE Limited — Booking and Cancellation Policy

1. Basis of Sales

These Terms and Conditions shall come into effect upon receipt of the completed Eurosafe Training & PPE Ltd (hereby referred to as ETP) booking form. Where these terms conflict with our standard Terms and Conditions, these terms shall prevail.

2. Supply of Training

2.1 All contracts are formed pursuant to a request for a place on an ETP course made using this Booking Form shall be subject to our standard Terms and Conditions and the terms set out herein.

2.2 ETP reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and ETP shall notify the Customer in any such event.

2.3 ETP shall use reasonable endeavours to supply the Training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training Course at any time and without including but not limited to the content, lecturers, timing, and venue of the course for reasons beyond the control of ETP Ltd.

2.4 ETP shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration. All open courses run subject to demand and, as such, we reserve the right to cancel or postpone as deemed necessary.

2.5 Joining instructions will be forwarded prior to the commencement of the course and must be adhered to, to ensure the training can take place.

2.6 The Customer shall co-operate with ETP in all matters relating to the Training, including providing its employees, agents, consultants and subcontractors, with any information which may reasonably be required by ETP in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects.

2.7 ETP reserve the right to refuse training to any persons who are:

- Rude, aggressive, abusive and/or violent to others on the course.
- Believed to be a risk to themselves and/or others.

- Believed to be under the influence of alcohol or other substances.
- Dressed inappropriately for the course they are attending including PPE.
- Refusing to wear the required PPE suitable to the course they are attending.

Any persons whom are refused training will still be charged at the full price.

2.8 Any damage caused by the inappropriate behaviour of any Delegate(s) may be charged back to the employer if their conduct is found to be as a result of negligence.

2.9 Eurosafe will provide welfare facilities for all attendees.

2.10 Whilst parking is available on site, parking is done so at the driver's own risk.

2.11 It is the Customers responsibility to advise of any special requirements or learning needs which may have implications on the training being undertaken. Should this not be communicated prior to the commencement of training, ETP may be unable to offer additional assistance if required. Any cancellations of the training as a result of this will be chargeable.

2.12 Course Entry Criteria: Applicants should be at least 16 years old and physically fit. Delegates need to have a good understanding of the English language to take the course.

2.13 Please note it is your responsibility to ensure that you or any individuals you book on the training course are free from any condition which would affect your or their capability to undertake the chosen training course, and that you or they have the aptitude to cope with an intensive course of study.

2.14 Although this training course and certificate reflects best practice principles and might be useful for learners outside the UK, please note that it is based solely on UK guidance and legislation. Please make sure you also adhere to relevant legislation applicable in your own country if you are a non-UK learner/operative.

3. Payment

3.1 Unless otherwise stated in the Contract for Services, the Charges for the Training shall be calculated on a per session, per Delegate, basis.

3.2 A written acknowledgement of the order and a relevant invoice will be issued following receipt of a booking form and full payment must be made as per our standard payment terms.

3.3 Failure by the Customer to pay any Charges when they fall due may (at ETP's discretion) result in:

- the Delegates' place on the Training being withdrawn;
- ETP ceasing to provide the Training; and/or

- ETP withholding any certification due to the Delegates from the Training

3.4 The total price shall be paid to ETP (without deduction or setoff). ETP shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate.

4. Cancellation

4.1 Cancellations must be in writing and are subject to the following charges:

- Up to 14 days prior to the course – no charge
- Between 14 and 7 days prior to the course – 50% of the fees
- Between 6 days and 4 days prior to the course – 75% of the fees
- Within 3 working days of the course start date – 100% of the fees

4.2 Transfers to alternative dates will be accommodated where possible at the discretion of ETP. Costs will be limited where possible but please note some charges may still apply.

4.3 ETP reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, ETP will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

4.4 Should any delegates fail to attend the training, the full course fee will be chargeable.

4.5 Nothing in these terms allows you to resell or offer for resale at a premium, your booking on the training course unless expressly authorised by us. These are grounds for cancellation by us.

5. Force Majeure

ETP shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of ETP or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

6. Entire Agreement

6.1 The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

7. No Partnership or Agency

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

8. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

9. Intellectual Property Rights and Confidential Information

9.1 Materials distributed during a training course: We may distribute materials during a training course that you can take away with you. All intellectual property rights in any such materials shall be owned by us.

9.2 Retention of our intellectual property: Participation in the training course does not confer any intellectual property rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of ETP or in the materials referred to in clause 9.1.

9.3 Confidential information: In the event that we disclose any confidential information to you, you agree that you shall not at any time disclose to any person any such confidential information except as may be required by law, court order, or any governmental or regulatory authority.