



Evolution Safety Solutions — Booking and Cancellation Policy

1. Introduction

These Terms and Conditions govern the provision of services by Evolution Safety Solutions Ltd, a company registered in England under number 14538978. Our trading address is Ty Menter, Navigation Park, Abercynon, CF45 4SN.

2. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

- **Trainer:** An awarding body or certified trainer contracted by Evolution Safety Solutions Ltd.
- **Purchaser:** The individual or business booking the services.
- **Contract:** The agreement for the provision of Services.
- **Deposit:** An advance payment made to secure the booking.
- **Onsite:** Training provided at your premises.
- **Price:** The cost payable for the Services.
- **Services:** The services provided by us to you as specified in your Order and confirmed in our Order Confirmation.
- **Order:** Your request for services.
- **Order Confirmation:** Our acceptance and confirmation of your Order.
- **We/Us/Our:** Evolution Safety Solutions Ltd.

Each reference to "writing" includes electronic communications such as email, text message, or fax.

3. Services Provided

We offer the following services:

- **Health, Safety, and Environmental Consultancy:** Tailored advice and solutions to ensure your business meets all relevant health, safety, and environmental regulations.
- **Training Courses:** Delivered both on-site and online, covering a wide range of health, safety, and environmental topics.
- **Risk Assessments:** Comprehensive assessments to help identify and mitigate potential risks in your workplace or operations.

The Services will be delivered in line with the specific requirements provided at the time of booking. The price for the Services is as outlined in the order confirmation and is subject to change.

4. Pricing and Payment

- **Payment Due:** Payment for services must be made in full at the time of booking unless the purchaser has an agreed credit account with us.
- **Price Changes:** Prices may be amended, but the confirmed price at the time of booking will remain fixed.

5. Late Payments and Overdue Charges

- **Late Payment Interest:** Interest on overdue payments will accrue at a rate of 8% per annum above the base lending rate of Barclays Bank Plc. This interest will apply from the due date until the full payment is received.
- **Late Payment Fees:** To cover our costs for handling overdue payments, a late payment fee of £150 + VAT may be added at 50, 75, 100, 125, and 150 days from the due date if the invoice remains unpaid. These fees reflect the administrative costs of processing and managing overdue payments and are enforceable as reasonable charges.
- **Court Fees and Legal Action:** If court proceedings are necessary to recover unpaid fees, the Purchaser agrees to pay:
 - **Court Fees:** All legal fees, court costs, and third-party collection fees associated with debt recovery.
 - **Administrative Fees:** An administration fee of £500+ VAT will be added to cover the costs of initiating legal recovery actions.
 - **Court Attendance Costs:** If required to attend court, our day rate of £470 + VAT will apply per person, plus any travel and accommodation expenses incurred.

6. Non-Response and Non-Payment

- **Discontinuation of Services:** We reserve the right to suspend or discontinue all services for any client who:

- Fails to respond to our communications within 14 calendar days of contact regarding the provision of Services; or
- Fails to pay any outstanding invoices within the agreed terms.
- **Termination for Non-Payment:** If a client fails to pay their invoice despite reasonable attempts to secure payment, we may terminate our agreement with immediate effect and recover all costs incurred up to that point.
- **No Reinstatement of Services:** Once services have been discontinued or terminated due to non-payment or non-response, we will not reinstate them under any circumstances, even if overdue balances are paid in full. Future engagements may require payment upfront and at our sole discretion.

7. Credit Account for UK-Based Companies

- **Credit Accounts:** UK-based companies listed on the Companies House register may be granted a credit account, with payment due in full 30 days from the date of the invoice.
- **Terms for Credit Accounts:** Credit accounts are subject to approval, and the Purchaser must provide necessary documentation to verify their status as a UK-based company on the Companies House register.

8. Cooling-Off Period (Distance Selling Regulations)

- **14-Day Cooling-Off Period:** If you book our Services online or over the phone, you have the right to cancel your booking within 14 days without providing any reason, in compliance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- **Cancellation within Cooling-Off Period:** If you choose to cancel within this period, please notify us in writing. We will process a full refund of any payments made within 14 calendar days.
- **Exceptions to Cooling-Off Period:** This right to cancel does not apply if:
 - Services are booked to commence within 14 days of the booking date.
 - The Services have already commenced at your request.

9. Orders and Contracts

- **Order Confirmation:** A legally binding contract is created when we accept your Order and send you an Order Confirmation.
- **Order Modifications:** You can modify your Order before services commence by contacting us. Any modifications may affect the price.
- **Cancellation by Us:** We reserve the right to cancel your Order due to unavailability of personnel or materials, or an event outside of our control. If

we cancel your Order, we will inform you as soon as possible and refund any payments made.

- **Client Liability for Erroneous Bookings:** If a client books a service that we do not offer, whether due to an error or misunderstanding, the client agrees to pay any reasonable costs we incur in attending their site. Such costs may include, but are not limited to, travel, accommodation, and reasonable time-based charges for personnel who attended. These costs are limited to actual expenses incurred.

10. Cancellations and Changes (for non-Distance Selling Regulations Customers)

- **Customer Cancellations:**
 - More than 14 days before the course: No charge.
 - 7-14 days before the course: 50% of the course fee.
 - Less than 7 days before the course: 100% of the course fee.
- **Changes to Orders:** If you need to change the course date or delegates, the price will be adjusted accordingly to reflect a £25+vat administration fee.
- **Cancellations by Us:** If we need to cancel your Order due to unforeseen circumstances (such as illness or technical difficulties), we will offer either a full refund or a transfer to another course.

11. Providing the Services

- **Skill and Care:** We will provide the Services with reasonable skill, care, and in accordance with industry standards.
- **Delays:** We are not responsible for delays caused by events outside our control, such as illness, strikes, or weather events.
- **Information and Action Required from You:** If we require additional information or action from you to deliver the services (such as suitable venue details or training materials), any delays caused by incorrect or missing information will incur additional charges.

12. Substituting Candidates

- If you need to substitute a candidate for a course or change the number of delegates after booking, the price will be adjusted accordingly to reflect a £25+vat administration fee.

13. Onsite Training Conditions

- **Suitable Space:** If you have booked onsite training, the venue must meet the following HSE requirements: sufficient space, lighting, heating, welfare

facilities, and a clutter-free environment. If these conditions are not met, we reserve the right to refuse training, and the full course fee remains payable.

- **Instructor Discretion:** For face-to-face courses, if a delegate arrives late, admission is at the instructor's discretion. For online courses, entry may be allowed up to 15 minutes after the scheduled start time, depending on the instructor's discretion.

14. Non-Attendance and Late Arrival

- **Non-Attendance:** If a delegate does not attend a course or refuses to allow the trainer access without prior written notice, the full course fee remains payable.
- **Late Arrival:** If a delegate arrives late for a course, they may be refused entry at the discretion of the instructor for face-to-face courses. For online courses, entry may be allowed up to 15 minutes after the scheduled start time, depending on the instructor's discretion.

15. Force Majeure (Events Outside Our Control)

- We are not liable for failure to perform our obligations due to events outside our control, such as strikes, natural disasters, or pandemics.
- If such events occur, we will notify you as soon as possible and may suspend services until the situation is resolved.

16. Liability

- **Responsibility:** We are responsible for any foreseeable loss or damage caused by our breach of these Terms or negligence.
- **Exclusions:** We are not liable for any loss of profit, business interruption, or loss of business opportunity.
- **Consumer Rights:** Nothing in these Terms and Conditions affects your statutory rights under the Consumer Rights Act 2015. You retain the right to request repeat performance or a reduction in price if services are not provided as agreed.

17. Data Protection

- **GDPR Compliance:** We collect, process, and store personal information in accordance with the General Data Protection Regulation (GDPR) 2018. We commit to protecting your personal data and will only process it as needed to provide the Services.
- **Data Sharing:** We will not share your personal information with third parties without your express permission, except as required by law.

18. Complaints and Feedback

- If you have any complaints about our services, please contact us by email or post. We handle complaints according to our complaints policy, available upon request.

19. Governing Law

- **Applicable Law:** These Terms are governed by the law of England and Wales.
- **Jurisdiction:** Any disputes will be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, depending on your location.

Contact Details

You can contact us by:

- **Phone:** 03333 399 037
- **Email:** info@evolutionsafety.com
- **Post:** Evolution Safety Solutions Ltd, Ty Menter, Navigation Park, Abercynon, CF45 4SN

Additional Terms

- **Assignment:** We may transfer our obligations to a third party (e.g., in case of a sale of our business). You will be notified in writing of any such transfer.
- **Severability:** If any provision of these Terms is found to be unenforceable, that provision will be severed, and the rest of the Terms will remain valid.