



Harrington Safety - Booking Terms and Conditions

Recitals

The Customer agrees to engage Harrington Safety Ltd to provide training services on the terms and conditions set out in this agreement. By submitting a booking form, the Customer agrees to be bound by these terms and conditions.

1 Definitions

- "Attendees" means those persons notified by the Customer to Harrington Safety Ltd who will attend the Location to receive the Services;
- "Cancellation Charges" means the cancellation charge to be paid by the Customer to Harrington Safety Ltd more particularly defined in clause 6;
- "Course Date" means the date agreed between Harrington Safety Ltd and the Customer;
- "Confidential Information" means all information in respect of the business of Harrington Safety including any know-how, and any information marked confidential or which are by their nature clearly confidential and any other information which, if disclosed, will be liable to cause harm to Harrington Safety Ltd;
- "Customer" means the party that contracts with Harrington Safety Ltd for the Services;
- "Location" means the place at which the Services will be provided and detailed on the booking form;
- "Payments" means the amounts to be paid by the Customer to Harrington Safety Ltd as course fees for the Services and listed on the booking form as may be varied by Harrington Safety Ltd from time to time;
- "Services" means the services to be provided by Harrington Safety Ltd to the Customer or a third party pursuant to clause 3.1 and more particularly as listed on the booking form or otherwise agreed;
- "Working Days" means any day except a Saturday or a Sunday or any public holiday in England and Wales;

2 Appointment

- Provisional booking of the Services can be made by the Customer via the telephone, but all provisional bookings must be confirmed in writing by the Customer submitting a booking form (which may include submission online) within the timescales specified in this clause 2.
- All booking forms must be returned within five (5) Working Days of the provisional booking being made.
- Where the Course Date is within the next five (5) Working Days all booking forms must be returned within forty eight (48) hours of the provisional booking being made.
- Where the Course Date is the next Working Day the booking form must be returned within two (2) hours of the time when, or by the close of business of the Working Day on which, a provisional booking is made (whichever is sooner).

The Customer appoints Harrington Safety Ltd to provide the Services in return for the Payments.

3 Harrington Safety Ltd's obligations

3.1 Subject to the Customer's compliance with these standard terms and conditions, Harrington Safety Ltd shall:

- use reasonable endeavours to provide the Services at the Location on the Course Date and shall provide the Customer and the Attendees with reasonable access to the Location for the purpose of booking or attending a course;
- exercise reasonable skill, care and diligence in providing the Services;
- deliver all Services provided in English; and
- be permitted to assign or subcontract the whole or any part of the Services without the consent of the Customer.

4 The Customer's obligations

4.1 The Customer shall:

- ensure that the agreed Attendees attend at the Location on the Course Date at the agreed time to receive the Services;
- ensure that the Attendees are sufficiently competent to receive the Services;
- comply with and shall ensure that when at the Location, all Attendees comply with all reasonable instructions of Harrington Safety Ltd and all applicable laws and policies (as may be notified to the Customer or the Attendees from time to time by Harrington Safety Ltd);
- withdraw any Attendee from attendance at the Location upon the reasonable request of Harrington Safety Ltd;
- pay the Payments on the due dates for payment; and
- pay any applicable Cancellation Charges.

5 Payment Terms

5.1 Customers making use of a Harrington Safety Ltd account shall pay all undisputed invoices within thirty (30) days of receipt without demand, deduction or set-off.

5.2 All Customers without a Harrington Safety Ltd account must pay in full 20 Working Days prior to the Course Date or if the Customer books a course within the 20 Working Days prior to the Course Date, the Customer must pay in full when submitting the Booking Form in accordance with clause 3 or by the end of the Working Day prior to the Course Date, whichever is the earlier.

5.3 Harrington Safety Ltd reserves the right to charge interest on all unpaid invoices at the rate of four per cent (5%) over the base rate of the Bank of England prevailing at the date the invoice becomes overdue. In respect of payments by the Customer, time shall be the essence of this agreement.

5.4 Where attendance on a course results in certification of a customer, Harrington Safety Ltd reserves the right to delay such certification until all Payments have been made.

6 Cancellation and Transfer Charges

6.1 Harrington Safety Ltd reserves the right to cancel or alter the Course Dates or the provision of Services or the Location and the individual or the organisation providing the Service or make reasonable variations to the courses without prior notice. In event of cancellation by Harrington Safety Ltd, the booking will normally be transferred to the next available Course unless the Customer specifically requests otherwise. Where the Customer cancels any Services or the Attendees fail to attend at the Location on the Course Date to receive the Services the following charges will be paid by the Customer to Harrington Safety Ltd:

Cancellation and non-attendance:

- Twenty per cent (20%) of the Payments where cancellation is within twenty eight (28) days of the Course Date;
- One hundred per cent (100%) of the Payments where cancellation is within twenty one (21) days of the Course Date;
- One hundred per cent (100%) of the Payments where the Attendees fail to attend at the Location on the Course Date to receive the Services.

6.2 The following charges will apply if the Customer transfers their booking/s to a later date save that the Customer shall not be required to pay a transfer fee if the transfer is due to cancellation or variation by Harrington Safety Ltd:

- One hundred per cent (100%) for transfers made within four (4) days of the Course Date;
- Fifty per cent (50%) for transfers made between five (5) and twenty (20) days of the Course Date;

- Free of charge for all transfers made twenty one (21) days or greater before the Course Date.

6.3 The transfer option only relates to Attendees who are transferring to a different date on the same course. The choice of course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation). The option to transfer can only be used once for each Attendee, after which any transfer will be considered a cancellation.

6.4 The Customer may transfer a place on a course for one Attendee to a substitute Attendee free of charge.

6.5 The Customer may cancel the Services by telephone but such cancellation must be confirmed immediately in writing (by e-mail or post) to the postal or email address notified by Harrington Safety Ltd.

7 VAT

7.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

7.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums and shall become payable by the Customer at the same time as the Payments.

8 Intellectual Property Rights, Data Protection and Confidentiality

8.1 All copyright and other intellectual property rights in all specifications, drawing, illustrations, diagrams, course literature and other documents issued by Harrington Safety Ltd will remain the property of Harrington Safety Ltd and may not be reproduced without permission.

8.2 The policy of Harrington Safety Ltd with respect to data protection is detailed on Harrington Safety Ltd website, which should be read in conjunction with these terms.

8.3 Customers will and shall procure that Attendees will keep confidential any and all Confidential Information that it may acquire and shall not use any Confidential Information for any purpose other than the purpose intended by its disclosure by Harrington Safety Ltd and as notified to the Customer and/or the Attendee by Harrington Safety Ltd on disclosure.

8.4 The obligations set out in clause 8.3 above will not apply to any information which is publicly available or becomes publicly available through no act or omission of the Customer or Attendee, or of which disclosure is required by order of a court or regulatory body of competent jurisdiction, and then only to the extent required to be disclosed.

8.5 No announcement, press release, circular, marketing or other promotion in connection with Harrington Safety Ltd shall be made by or on behalf of the

Customer without Harrington Safety Ltd's written consent except if and to the extent required by law or by any governmental or regulatory authority.

9 Limitation of liability

9.1 Harrington Safety Ltd does not exclude its liability (if any) to the Customer for a breach of its obligations arising under Section 2 Sale and Supply of Goods and Services Act 1982; for personal injury or death resulting from its negligence; under Section 2(3) Consumer Protection Act 1987; for any matter which it would be illegal to exclude or to attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1 the total liability of Harrington Safety Ltd to the Customer for any reason and upon any cause of action shall be limited to the amount of any Payments and other charges which the Customer has paid to Harrington Safety Ltd under this agreement.

9.3 Subject to clause 9.1, Harrington Safety Ltd will be under no liability whatsoever for any:

- loss of profit (direct or indirect);
- loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
- loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
- loss of data (direct or indirect);
- loss of anticipated saving or loss of margin (in each case whether direct or indirect);
- liability of you to third parties (whether direct or indirect); or indirect, special or consequential loss.

10 Force Majeure

10.1 Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

10.2 For the purpose of this agreement, "Force Majeure" means any act, omission, cause of circumstance beyond the reasonable control of either party and shall include but not be limited to war, rebellion, civil commotion, strikes, lock outs, industrial disputes, fire, explosion, earthquake, volcanic eruption, act of God, flood, drought or other act or order of any government department, council or other constituted body.

11 Invalidity of any Provision

11.1 In the event of one or more of these terms and conditions or any part thereof being invalid, illegal or unenforceable in any respect, such term shall be deemed to be severed from the terms and conditions and the validity, legality or

enforceability of the remaining terms and conditions shall not be affected or impaired.

12 Entire Agreement

12.1 This agreement constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

14 General Terms

14.1 No variation of these terms and conditions will be effective unless agreed in writing by a Director of Harrington Safety Ltd. All terms other than those expressly set out in this agreement are hereby excluded.

14.2 These terms expressly exclude any rights afforded any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

15 Law and Jurisdiction

15.1 These terms and conditions and any non-contractual obligations arising out of or in connection with them shall be governed in all respects by the law of England. The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

Terms and Conditions (06/11/2018)