



Trainbase - Booking Terms and Conditions

INTERPRETATION

1 In these conditions the following words have the following meanings:

"Cancellation Charges" means the cancellation charge to be paid by you to us more particularly defined in section 6 hereof;

"Certificate" means any certificate to be awarded to a Delegate;

"Contract" means a contract created by the acceptance of the Trainbase Ltd confirmation acknowledgement and which incorporates these conditions and any special conditions detailed in the confirmation acknowledgement made between you and us for the provision of the Services;

"Course Date" means the date on which the Services will be provided to you as set out on the confirmation acknowledgement;

"Course Fees" means the amount to be paid for the provision of the Services set out on the confirmation acknowledgement which may be calculated by multiplying the Delegate Fee by the number of Delegates; "Course Materials" means all documents and information provided to a Delegate in relation to the provision of the Services;

"Delegates" means those persons notified by you to us who will attend at the Venue to receive the Services;

"Delegate Fees" means the amount to be paid for the provision of the Services per Delegate as set out on the confirmation acknowledgment;

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

"Payments" means the amounts to be paid by you to us under the Contract including but not limited to the Course Fees;

"Services" means the training services to be provided by us to you and more particularly as listed on the confirmation acknowledgment and in any Course Material provided;

"Venue" means the place at which the Services will be provided which is detailed on the confirmation acknowledgement which may be arranged by you or us;

"We/us/our" means Trainbase Ltd and will include its employees, servants, agents and/or duly authorised representatives;

"Working Days" means a day other than a Saturday, a Sunday or a bank or public holiday in England;

"You" means the person, firm, company or other organisation purchasing the Services.

2 BASIS OF CONTRACT

2.1 The conditions do not affect any of your statutory rights where you are a person dealing as consumer, not for business purposes. Any section which would otherwise exclude or restrict your rights as a consumer will, to that extent have no force or effect.

2.2 These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the provision of the Services takes place. All other terms, conditions and other representations are excluded from the Contracts between you and us including any terms and conditions which you may purport to apply under any Contract and these terms and conditions shall prevail.

2.3 We reserve the right to provide Services similar or comparable to that ordered by you. The Contract shall become binding when we have provided to you confirmation acknowledgement either verbally or in writing as appropriate. These conditions shall be applicable to all repeat orders made by you unless we notify you otherwise.

3 OUR OBLIGATIONS

We shall:

3.1 Use reasonable endeavours to provide the Services at the Venue on the Course Date;

3.2 Exercise reasonable skill, care and diligence in providing the Services;

3.3 Deliver the Services in English;

3.4 Provide a Certificate for a Delegate who attends an accredited course if applicable. We shall provide a Certificate for all Delegates who attend a non-

accredited course where they have signed the relevant paperwork. We shall post to you Certificates for relevant Delegates as follows:

3.41 within eight (8) weeks from the Course Date in relation to CPCS, SSSTS, SMSTS, IOSH and NPORS accredited course; and

3.42 within three (3) weeks from the Course Date in relation to all other Services;

3.5 Use third parties in the provision of the Services at our discretion.

4 YOUR OBLIGATIONS

You shall:

4.1 Ensure that the agreed Delegates attend at the Venue on the Course Date in good time to receive the Services. Late arrival or absence for any prolonged duration may result in the Delegate being refused the Service and the provisions of section 6 applying.

4.2 Ensure that the Delegates:

4.21 are sufficiently competent to receive the Services;

4.22 attend on the Course Date with appropriate personal protective clothing in a clean and working order;

4.23 are physically fit to receive the Services obtaining advice from a General Practitioner where relevant;

4.24 do not damage or remove from the Venue any equipment used in the provision of the Services;

4.25 are not under the influence of any alcohol or illegal substances;

4.26 do not disclose answers to questions to anyone else;

4.27 do not permit anyone to use the Service or the Course Materials;

4.28 do not permit anyone else to answer questions in any Course Materials in their name.

4.3 Withdraw any Delegate from attendance at the Venue upon our reasonable request including but not limited to our suspicion that any Delegate is under the influence of alcohol or an illegal substance;

4.4 Pay the Payments on the due dates for payment;

4.5 Pay the Cancellation Charges and Transfer Charges (where relevant);

4.6 Check the suitability of the Services for your specific needs.

4.7 Pay for any damage to or loss of equipment caused by the Delegates during the provision of the Services.

4.8 Not use the Services or the Course Material for training other people.

4.9 Not contest our intellectual property rights in the Service or any Course Materials.

4.10 Not assign the Contract without our prior written consent.

5 PAYMENT TERMS

5.1 You shall make all Payments to us in accordance with this clause 5. All Payments are, unless otherwise stated, exclusive of any applicable VAT.

5.2 Customers with a credit account shall pay all invoices in full and cleared funds no later than 30 days from receipt of the invoice.

5.3 All Customers without a credit account must pay for the Services in full and clear funds 7 days prior to the Course Date by cash, credit or debit card or at the time of booking if the training commences sooner than 7 days after booking.

5.4 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

5.5 Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.

5.6 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend further Services to you or any of your Associated Companies.

5.7 We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the provision of Services if allowing it to continue would result in you exceeding your credit limit or you have already exceeded the credit limit.

6 CANCELLATION AND TRANSFER CHARGES

6.1 We reserve the right to cancel or alter the Course Dates or the provision of Service, the Venue and the individual or organisation providing the Service at any time and for any reason without liability to you.

6.2 In event of cancellation, we will change your Course Date(s) to the next available Course Date(s) unless you specifically request otherwise.

6.3 Where you cancel any Services or the Delegates fail to attend at the Venue on the Course Date to receive the Services the following charges will be paid by you to us:

6.3.1 Cancellations; at least 15 working days' notice (before the course start date) must be given. If sufficient notice is not given then payment will be charged in full.

6.3.2 You may transfer Delegates from the Course Date to an alternative course date (NRSWA and SSP open courses only) subject to the following:

6.4.1 Delegate transfers for all courses: at least 20 days notice

6.4.2 Substitutions:- CPCS, we require at least 15 days notice.

SSP and NRSWA Courses, 5 days notice

7 COURSE MATERIALS

7.1 All intellectual property rights in the Course Materials will remain our property. You have a non-exclusive licence to use the Course Materials in connection with the provision of the Services only. This licence is a personal, non-transferrable licence and unless we agree otherwise in writing you must not make copies available to anyone else (in whole or in part).

7.2 We warrant that you will not breach any third party rights by accepting the Services or using the Course Materials as set out in these conditions.

7.3 The Course Materials are not intended to constitute advice in any specific situation and may not constitute a definitive or complete statement of the relevant subject-matter. Subject to sections 3.2 and 7.2, we give you no other warranty or assurance about the Services or the Course Material.

8 DATA PROTECTION

8.1 You acknowledge and agree that we (and our contractors and suppliers) may use Personal Data (as defined within the Data Protection Act 1998) obtained from you or any Delegates nominated by you ("Your Data") during or following confirmation acknowledgement or provision of the Services, or otherwise during the term of the Contract, for the following purposes:

8.1.1 administering the Contract (including, without limitation, liaising with any third parties who are relevant to the provision of the Services, assisting with requests, and/or processing orders)

8.1.2 notifying you of changes to the Services or any terms and conditions;

8.1.3 enabling us (and/or a contractor or supplier) to make the Services available to you/a Delegate nominated by you;

8.1.4 for invoicing purposes; and

8.2 Save as otherwise provided or permitted in these conditions (or in any document referred to herein), we will not pass Your Data (as defined above) to any third parties. We may pass Your Data on to other Trainbase Ltd and selected third parties (including our contractors and suppliers). We and such other persons may

contact you (and your representatives) for marketing purposes (by post, SMS, Telephone, email and other electronic means) and may send you (and your representatives) information about their products and services which we consider may be of interest to you (unless you have specifically requested in writing, that we or another relevant person does not do so).

9 CONFIDENTIALITY

9.1 We will each keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law or expressly agreed. We each agree will not, without the consent of the other, disclose such confidential information of the other to any person other than their employees, contractors, suppliers or professional advisers who shall require the information in order for the relevant party to fulfil its obligations under or in relation to the Contract.

9.2 Information shall not be treated as confidential if it is:

9.21 lawfully in the public domain; or

9.22 lawfully in the possession of a party before disclosure to it has taken place; or

9.23 obtained from a third person who is entitled to disclose it; or

9.24 replicated independently by someone without access or knowledge of the information.

10 LIMITATION OF LIABILITY

10.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

10.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the amount of the Payments made by you under the Contract.

10.3 We shall have no Liability to you if any Payments due in respect of the Services have not been paid in full and cleared funds by the due date for payment.

10.4 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.

10.5 We shall have no Liability to you for any:-

10.5.1 Losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for:

a) loss of revenue,

- b) loss of profit,
- c) loss of anticipated saving,
- d) loss of goodwill; or
- e) loss of reputation;

10.5.2 economic and/or other similar losses;

10.5.3 special damages, direct, indirect losses and/or consequential losses; and/or

10.5.4 business interruption, loss of business, contracts and/or opportunity.

10.6 Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Course Fee under that Contract.

10.7 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

10.7.1 Liability for breach of contract;

10.7.2 Liability in tort (including negligence); and

10.7.3 Liability for breach of statutory and/or common law duty; except Section 10.6 above which shall apply only once in respect of all the types of Liability under this Section 10.6.

10.8 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

11 GENERAL

11.1 Upon termination of the Contract the provisions of Sections 4.5, 4.7 to 4.9, 5.4, 5.6, 6 and 1 shall continue in full force and effect.

11.2 You shall be liable for the acts and/or omissions of your employees, agents, servants and/or subcontractors as though they were your own acts and/or omissions under this Contract.

11.3 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities, including (but not limited to) regulations under the Factories Acts, Health and Safety at Work Act.

11.4 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use of the Services.

11.5 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

11.6 If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

11.7 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then time for performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.

11.8 These terms and conditions supersede and replace all prior terms and conditions.

11.9 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. You shall have in place adequate procedures designed to prevent any person working for or engaged by you or any other third party in any way connected to the Contract, from committing offences of corruption or bribery. Breach of this clause 11.9 shall entitle us to terminate with immediate effect.

12 DISPUTES

12.1 In the event of a dispute concerning the Goods or Services the parties shall use their reasonable endeavours to resolve it as soon as practicable. If they fail to do so within 14 days the parties shall attempt to agree on and implement a method of dispute resolution. If they fail to agree such method within a further 28 days, the parties confirm that the dispute will then become subject to the exclusive jurisdiction of the English courts.

13 CONSEQUENCES OF TERMINATION

13.1 The termination of this Contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The clauses which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

14 WAIVER

14.1 No failure or delay by a party 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 some other right, power or remedy.

15 INVALIDITY/SEVERABILITY

15.1 If any clause or part of this 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 this Contract and will be ineffective without, as far as is possible, modifying any

other clause or part of this Contract and this will not affect any other provisions of this Contract which will remain in full force and effect.

16 VARIATION

16.1 This Contract may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that this Contract is varied in the manner specified.

17 ENTIRE AGREEMENT

17.1 These terms and conditions, and the Contract into which they are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Service.