



Luddon Construction - Booking Terms and Conditions

1. General

The terms and conditions of trade of Luddon Construction Ltd (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to the Terms and Conditions. If any document placing an order on the Company includes or refers to other terms and conditions of contract, then these shall not apply unless agreed in writing by the Company. No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing signed by a Director or authorised Manager of the Company.

These terms and conditions will form the basis of all contracts with the company, unless otherwise specified by the Company.

All bookings made **must be confirmed by the client to the Company by signing the booking** in the appropriate place and returning it accordingly prior to the course taking place.

These terms and conditions are correct **at the date shown on the relevant course booking form**, but the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if applicable.

2. Training Courses - Delegates

Where the training being provided is other than theoretical, delegates must provide, unless previously agreed by the Company, their own overalls, safety helmets, protective gloves, safety footwear, waterproof clothing, safety glasses/visor, ear defenders and any other personal safety equipment required.

Delegates must be physically capable of withstanding the rigours of training. If there are any doubts relating to this, the Company may refer the delegate to a GP at no cost to the Company. The onus is entirely with the delegate to ensure his or her fitness to undergo training and the Company does not accept any responsibility in this regard.

Equipment owned by or leased/lent to the Company must not be removed from the training environment. Any damage to Company equipment or property caused by delegates will be invoiced to the relevant client.

Certificates are awarded at the discretion of the Company, and only to those who successfully complete the training satisfactorily. Certificates are not issued purely for attendance unless otherwise agreed prior to course commencement in which case appropriate wording will be used on the certificate.

Delegates are required to be punctual at all courses and sessions.

Consumption of alcohol or non-prescription drugs is not permitted during training, nor should they be consumed immediately prior to training. The Company will refuse to train any delegates who infringe this condition and will require them to leave the premises. Where a delegate is undergoing a course of prescribed drugs, they should inform the Company of the nature of the drug and any side effects. The Company may then seek assurance that training can be carried out without risk. The decision of the Company in relation to this is final.

3. Health and Safety Policy

Where training is carried out on the Company's premises, all delegates must conform to and comply with the Health and Safety Policy as laid down by the Company from time to time. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.

Where training takes place on premises or areas specified by the client then the client shall use their best efforts to ensure that such premises or areas are safe and without risk for employees of the Company. All risk areas must be clearly identified and marked by the client.

4. Client Supplied Information

Should any information, in any form, supplied to the Company for the purposes of quote preparation prove to be insufficient or inaccurate, the Company reserves the right to amend the quotation to cover any cost differential.

5. Prices

Unless otherwise indicated, written quotations remain valid for a period of 30 days from receipt. The Company reserves the right to vary prices, products and services in accordance with changes in circumstances, which may prevail, at any time.

6. Settlement

Payment for all training booked must be received by the Company prior to the course start date. Any invoices which are £700 or greater are due for payment 1 week prior to the course start date. Payment for all other invoices is due 2 days before the course start date. All training courses booked will include the relevant registration, administration and certification fees within the costs quoted.

7. Cancellation and Postponement

The Company reserve the right to charge a cancellation/postponement fee in respect of courses previously confirmed and subsequently cancelled or postponed. The following refunds will be made in the event of cancellations/postponements prior to course start date:

- More than 14 Days - Full refund
- 9–13 Days - 75% refund
- 5–8 Days - 50% refund
- Less than 5 days - no refund

(This time period does not include weekends)

In the event that the Company are required to carry out work on a client's site or premises and on arrival, are unable to comply with the requirements because the client has failed to supply the necessary resources or personnel then the work will be deemed to have been cancelled by the client and cancellation conditions shall be enforced.

Should it become necessary for the Company to postpone all or any part of a course due to circumstances beyond their control, a mutually agreeable date will be selected on which to complete the work. The Company will not be liable for any costs incurred by the client for such actions.

8. Applicable Law

Scottish Law shall apply, and Scottish Courts shall settle any disputes. These terms and conditions do not affect any statutory rights available to the client.

9. CITB In-Scope Grants

Companies who are eligible for claiming training grants from the CITB must ensure they have supplied their registration number to us with their booking form. Failure to do so may jeopardise the payment of any grants from the CITB.