



OMS Training - Booking Terms and Conditions

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6.
- **Commencement Date:** has the meaning set out in clause 2.2.
- **Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.
- **Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
- **Customer:** the person or firm who purchases Services from the Supplier.
- **Deliverables:** the deliverables set out in the Training Course Booking Form.
- **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Joining Instructions:** means written confirmation by email of the order and details of the course commencement date and any further instructions.
- **Order:** the Customer's order for Services as set out in the Booking Form (either hard copy or online).
- **Course:** means the training course being undertaken.
- **Course Commencement Date:** the date set out in the Joining Instructions on which the course is to commence.

- **Services:** the services, including the Deliverables, supplied by the Supplier to the Customer.
- **Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer (in the form of the Course Outline).
- **Supplier:** Ormerod Management Services Limited registered in England and Wales with company number 03515298.
- **Supplier Materials:** has the meaning set out in clause 4.1.7.
- **Training Centres:** Training Centres owned or leased by the Supplier.
- **Training Course Booking Form:** the Training Course Booking Form supplied by the Supplier to the Customer.

1.2 In these Conditions, the following rules apply:

1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
2. a reference to a party includes its successors or permitted assigns;
3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
4. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
5. a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier receives payment from the Customer and issues Joining Instructions at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or website are issued or published for the sole purpose of giving an

approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 60 Business Days from its date of issue. The Supplier reserves the right to vary its standard list prices without prior notice.

3. BOOKING INSTRUCTIONS

3.1 In order for the Customer to book a place on one of the courses supplied by the Supplier, the Customer must complete and submit a Training Course Booking Form, or submit an online booking at www.oms.uk.com, along with the booking fee.

3.2 The Training Course Booking Form can be either:

3.2.1 be downloaded from the Supplier's website; or

3.2.2 be requested from the Supplier's head office.

3.3 Online bookings will be sent immediately to the Supplier. If hard copy forms are used, once completed the forms must be submitted by one of the following methods:

Fax 01530 833536 **Email** info@oms.uk.com **Post** OMS, 1 Dromintree Road, Bardon Hill, Leicestershire, LE67 1TX.

3.4 Faxed, email and postal bookings are regarded as confirmed bookings. Telephone bookings can be made, but should be confirmed in writing by the Customer within 10 days and will only be regarded as provisional until a Training Course Booking Form has been received by the Supplier.

4. SUPPLY OF SERVICES

4.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

4.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Candidate Information Pack but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4.4 Once the Supplier has received the Customer booking, the Supplier will send to the Customer joining Instructions, including venue details prior to the start of the course.

4.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 ensure that payment is made before the Course Commencement Date;

5.1.2 the terms of the Order are complete and accurate;

5.1.3 co-operate with the Supplier in all matters relating to the Services;

5.1.4 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's work premises, office accommodation and other facilities as reasonably required by the Supplier in order to carry out any required assessments;

5.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

5.1.6 keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

5.1.7 use their best endeavours to ensure that any premises in which the Supplier, its employees, servants or agents may have to visit to provide the Services to the Customer are safe and without risk.

5.1.8 confirm all bookings of the Course in writing to the Supplier in the form of a Booking Form, via email, fax or post.

5.1.9 ensure that any cancellation of the Course is made in writing to the Supplier in the form of email or letter, as follows: Email: info@oms.uk.com, Post: Centre Manager, 1 Dromintee Road, Bardon Hill, Leicestershire. LE67 1TX.

5.1.10 ensure all pre-requisites for the relevant course are in place and evidenced, prior to commencement.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

5.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer

Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

5.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. CHARGES AND PAYMENT

6.1 The Charges for the Services shall be in accordance with the Supplier's price list as amended from time to time.

6.2 The Customer shall ensure that payment is made prior to the Course Commencement Date.

6.3 The Customer shall pay by one of the following methods: electronic bank transfer; debit or credit card; by cheque; time for payment shall be of the essence.

6.4 An invoice will be issued by the Supplier to the Customer for each booking.

6.5 Invoices must be settled in advance of the training course, unless agreed differently with the Supplier.

6.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per cent per annum above Bank of England's base rate under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. Cancellation

7.1 Any cancellation by the Customer must be made in writing and received by the Supplier, via post or email. The following charges apply if the Customer cancels the course:

7.1.1 4+ weeks before the start of the course date – £39 administration fee. 7.1.2 2-4 weeks before the start of the course date – 85% of fees; 7.1.3 0-2 weeks before the start of the course date – 100% of fees.

7.2 No refund will be given by the Supplier to the Customer if the Customer fails to attend the course for any reason whatsoever.

7.3 The Supplier reserves the right to cancel any course at 24 hour notice, due to unforeseen circumstances, or if insufficient reservations are received. If either occurs, the Supplier will make every effort to book the delegate on an alternative course free of charge. Should this not be possible the Supplier will reimburse the Customer's booking fee in full. The Supplier endeavours to contact everyone who has booked onto the course either by telephone or email.

7.4 For our NEBOSH Certificate Customers, if it is identified through our enrolment interview process that this is not the right qualification for them, a full refund, or an alternative course will be offered to them.

8. TRANSFER OF COURSES/PLACES

8.1 A confirmed booking may be transferred at the discretion of the Supplier to another course, providing that the course takes place within six months of the original course date. The Supplier is not obliged to ensure that suitable alternatives are available.

8.2 If the Customer wishes to transfer to an alternative course, then the Customer must send a written request to the Supplier, via post or email, a minimum of one month before the start of the course date. The Supplier reserves the right to change the course content and/or trainer for any reason whatsoever.

8.3 If a Customer wishes to transfer to an alternative course within 4 weeks of the start date of the course, an administration fee of 25% of the course cost will be charged.

8.4 Delegate substitution can be made on OMS developed courses up until the last working day before the course start date, however, on courses certified by external bodies this may not be possible or an additional fee may apply.

9. USE OF FACILITIES

9.1 The Customer agrees to the following:

9.1.1 that none of Training Centres may be used to locate, display or transmit any material which is considered illegal or offensive;

9.1.2 not to download or install on any of the Supplier's computer equipment, unless so directed by the course leader;

9.1.3 that no data may be imported unless at the direction of the course leader and that any data must not contain any viruses.

9.2 The Training Centres are "No Smoking" premises. The Customer must not smoke inside any part of the Training Centre. Smoking is only permitted in the external areas as directed by the course leader.

9.3 The Supplier reserves the right to refuse any Customer or any other person access to facilities and premises for any reason whatsoever. The Supplier is not responsible for any losses or expenses incurred by the Customer or any other person arising from any exclusion.

9.4 OMS reserves the right to refuse access to its facilities and premises where there is reason to believe that a delegate is in breach of these conditions or where a delegate uses threatening, bullying, harassing or disruptive behaviour or wears footwear or clothing that may damage the facility carpets or decor. OMS will not be liable for any losses or expenses (including course fees and consequential damages) incurred by a delegate arising from such an exclusion.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

10.3 All Supplier Materials are the exclusive property of the Supplier.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to clause 11.1:

11.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory

duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £500.

11.3 The Customer accepts that it is their responsibility and not the responsibility of the Supplier to verify that the course is suitable. The Customer is responsible for ensuring that all Customers attending the course has the necessary level of competence to be able to achieve the objectives of the course. Failure to meet the course can result in the progression of the course.

11.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.5 This clause 11 shall survive termination of the Contract.

11.6 Should training take place on a site either at the Customers location or a hotel/neutral location the rules of the site must be followed.

12. TERMINATION

12.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the other party 7 working days written notice (see 7.1 for cancellation terms).

12.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

12.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

12.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a

company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

12.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

12.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

12.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

12.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.2 to clause 9.2.9 (inclusive);

12.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

12.2.12 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

12.2.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the Contract Commencement Date. Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.2) to clause 9.2.13, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

13. CONSEQUENCES OF TERMINATION

13.1 In termination of the Contract for any reason:

13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.1.2 the Customer shall return all of the Supplier Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

14. FORCE MAJEURE

14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport 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 subcontractors.

14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1 Assignment and other dealings

15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may

subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2 Notices

15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Waiver – A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.4 No partnership or agency – Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.5 Third parties – A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.6 Variation – Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

15.7 Governing law – This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual

disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

15.8 Jurisdiction – Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).