



Green Square Developments Limited - Booking Terms and Conditions

1. General

1.1 The terms and conditions of trade for Green Square Developments Ltd are contained herein.

1.2 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 Director of the Company.

1.3 No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing signed by a Director of the Company.

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

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

1.6 These terms and conditions are applicable to contracts formed with clients and/or individuals engaging the Company (either as agent or principal) in the provision of training services. These terms and conditions do not cover any contract, relationship or engagement with any person, freelance or body employed by the Company or engaged to perform services on behalf of the Company.

1.7 Terms and conditions covering the terms of trade for the engagement of freelance training instructors and/or other principal training companies (where the Company is acting as agent) are available on request and will be provided to any person and/or organisation for which these terms relate.

2. Training Course Requirements

2.1 Where the training being provided is other than theoretical or classroom based, delegates must provide, unless previously agreed by the Company, their own overalls, safety helmets, protective gloves, safety footwear, waterproof clothing, safety eye protection, ear defenders and any other personal protective equipment required to undertake the course. It is the delegates responsibility to ensure they are conversant with the equipment they are personally required to provide and the

Company will bear no responsibility for delegates being unable to participate in any training program because of any shortfall or equipment omission.

2.2 Where the training being provided is other than theoretical or classroom based, delegates must be physically capable of withstanding the rigors 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.

2.3 Equipment owned by or leased/lent to the client 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.

2.4 Certificates are awarded at the discretion of the Company, and only to those who successfully complete the training satisfactorily. Delegates are required to be punctual at all courses and at all sessions. Delegates arriving 15 minutes after the start of the course may not be permitted onto the course.

2.5 Should the situation arise where the Assessor decides you have not met the required standard for a Unit or Units you will be entitled to another opportunity to demonstrate your competence before the completion of your training course. Should the Assessor again decide you have not demonstrated competence it is only in exceptional circumstances you will be afforded another opportunity to be assessed before the completion of the course duration. Where possible Green Square Developments Ltd will accommodate you on another course to undertake reassessment of the Unit/s you have not achieved, in this situation you will be charged a Unit assessment fee for each Unit being reassessed.

2.6 Where training is carried out not on Company premises, all relevant public liability and other insurances must be provided for by the site owner and/or client and the Company does not accept any liability in this regard.

2.7 The client must ensure that training carried out at locations as specified by them has adequate room in which to carry out both the practical and theoretical elements of the training. The Company reserves the right to and will charge 100% of the training fee for sub standard or inadequate premises and/or equipment. This includes but is not exhaustive to: inclement weather and where there is no alternative indoor space, in which to carry out the practical training; a designated room with enough space to seat all the delegates; short, dangerous and/or inappropriate training equipment.

2.8 Where training is carried out on client premises, the Company reserves the right to fill the respective course with delegates from other client organisations up to the maximum amount recommended for any given training course. Details of maximum delegate numbers are available from the Company on request. No discount or reduction in price will be applicable in this regard.

2.9 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 Company 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.

2.10 Unless otherwise agreed beforehand in writing, the registration and issuing of certification and/or accreditation will only be recognised and delivered by the Company once payment from the client has been received and paid in full.

3. Prices

3.1 Unless otherwise stated, all prices are exclusive of VAT, VAT is currently charged for training activity.

4. Settlement Terms

4.1 Unless otherwise agreed, payment for all training booked and confirmed by the client must be made at least 14 days prior to the training course booked taking place. Payment can be made by BACS, cash or cheque. Credit terms by prior arrangement only.

4.1 All training courses booked will state the relevant registration, administration and certification fees which are to be paid 14 days prior to the commencement of the training course.

5. Health and Safety

5.1 Where training is carried out on Company 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.

6. Cancellation and Postponement

6.1 The Company reserves the right in its absolute discretion and without further liability to change dates, times and venues or cancel an event; in the case of cancellation all monies will be refunded. The Company's events are constantly updated and improved and the Company reserves the right at any time and without notice to alter content and to change Trainers or Assessors.

6.2 The Company reserves 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 28 Days – Full refund

- 14–27 Days – 75% refund
- 7–13 Days – 50% refund
- 1–6 Days – no refund

(This time period does not include any weekends)

6.3 Should it become necessary for the Company to postpone all or any part of a course or other work 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.

7. Applicable Law

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

7.2 If any provision of these Terms is held by any competent Authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.

7.3 Any dispute arising under or in connection with these Terms shall be subject to the Jurisdiction of the English Courts.

The Contract shall be governed by the laws of England.

7.4 These Terms do not affect any consumer rights contained in the Unfair Contract Terms Act 1977 or any statutory modification of them.

8. Force Majeure

8.1 The Company shall not be liable to the Client or be deemed to be in breach of Contract by means of any delay in performing or failure to perform any of the Company's obligations in respect of the Services if the delay or failure was due to any cause beyond the Company's reasonable control.