



Premier Construction Training - Booking Terms and Conditions

Premier Construction Training Ltd has the right to not accept a booking. All bookings are subject to availability.

1. Booking

- It is the customers responsibility to provide Premier Construction Training Ltd with all relevant information required in order to accurately interpret requirements and deliver any relevant course. The customer will indemnify Premier Construction Training Ltd for any loss or damage created by way of any error or omission of information howsoever arising.
- If applicable, a purchase order number should be provided at time of booking. If you are offered a credit account, then a valid purchase order number will be a pre-requisite of any course booking.
- If a quotation has been provided, acceptance of the quotation plus associated terms and conditions will be required in writing prior to booking. Quotations are valid for the period stated on the quotation.

2. Payment

- Full payment will be required prior to the start of the course unless agreed otherwise with Premier Construction Training Ltd.
- Payment for online bookings may be required at the time of booking and relevant payment methods will be offered.
- The customer shall indemnify Premier Construction Training Ltd in relation to any costs incurred as a result of chasing late payment. This will include but not be limited to, interest, debt collection fees, court fees or administration costs.
- Premier Construction Training Ltd reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate along with all reasonable costs.
- Payments are to be made by bank transfer, credit/debit card or cheque made payable to Premier Construction Training Ltd quoting the invoice number and/or the booking reference. Banking details will be provided on the invoice.

- Joining instructions will be sent via email. Certificates will not be issued until full payment is received and payment shall not be withheld on these grounds.

3. Delegates

- Delegates are required to attend all days allocated to them to fully satisfy awarding body requirements.
- The person making the booking should provide the delegate with all information prior to the delegate attending the course. Delegates should arrive fit for work. Premier Construction Training Ltd reserve the right to restrict or prevent access to those suspected of being under the influence of drugs and/or alcohol and may require evidence of any prescription drugs where necessary.
- Delegates should arrive in good time to attend the course at the prescribed time (arriving at least 15 minutes prior). Premier Construction Training Ltd will accommodate those arriving late due to exceptional circumstances however reserves the right not to accept those arriving excessively late or without good reason.
- No refunds will be made due to non-attendance or situations specified in clause 3.2 and/or 3.3.
- Delegates shall act reasonably throughout the training, Premier Construction Training Ltd may remove a delegate from the course, where, in the opinion of the tutor, which shall be final, the delegate is behaving unreasonably. In these instances, the invoice will remain payable in full.
- Delegates may not be able to sit the course should they not meet the prerequisites of the course, this includes, but is not limited to, speaking and writing and understanding English (unless otherwise agreed), age restrictions and holding correct certification.
- Invoice relating to delegates who are unable to sit the course because of not meeting the required threshold, will remain payable in full.
- Delegates shall complete all course paperwork correctly and accurately, failure to do so may result in delegates failing the course or being removed.
- Duplicate hard copy certificates can be provided upon request subject to a fee.

4. Transfers

- Should circumstances mean that you need to transfer your booking to another date, please ensure at least 15 working days' notice is given prior to

the start of the original course and that the request is confirmed in writing, by letter or e-mail.

- Any transfers may be subject to a minimum transfer fee charged at £50.00.
- Transfers may be made once and must be to an alternative set of dates provided by Premier Construction Training Ltd within the 6 months following the original course start date. Transfers will be subject to availability on a first come first served basis. If Premier Construction Training Ltd are unable to provide alternative dates within the timescale then confirmation will be provided, and the timescale extended.
- If a course is transferred and a subsequent transfer request is made, this will only be done where the customer pays a further 50% of the relevant course fee.
- If a transfer is made and the delegate does not attend the revised date, then Premier Construction Training Ltd will deem the course to have been vacated and no refund will be offered or due.

5. Substitutions

- Substitutions may be made at any stage prior to the course start date at no cost, however, please advise us in writing as soon as possible.
- Any substitutions made may be subject to such additional costs as the company may incur and will be advised in writing.
- Premier Construction Training Ltd reserve the right to require payment of any such costs in advance of delivery of the related course and failure to make such payment will be deemed a withdrawal from the course and no refund will be offered or due.

6. Cancellations by you

If you have to cancel your booking, then the following cancellation charges will apply:

- More than 14 days prior to the course – No charge
- Between 7 and 14 days prior to the course – 50% of the course fees (50% refund)
- 7 or fewer days prior to the course – 100% course fees (0% refund)

7. Cancellations by us

- We reserve the right to cancel any course if there are insufficient numbers to run a viable course. In such exceptional circumstances you will be given as much notice as possible and the offer of a transfer to another course date, or a full refund of fees paid. Premier Construction Training Ltd will not

accept incidental or consequential loss resulting from such a cancellation including any personal travelling expenses incurred by the client or delegate and the customer shall indemnify Premier Construction Training Ltd against any/all loss and/or expenses incurred by the customer howsoever arising.

8. Course Delivery

- Premier Construction Training Ltd deliver a range of courses both physical and virtual and reserve the right to elect the method of delivery without change to the course fee.
- All classroom courses will be provided at either Premier Construction Training Ltd facilities or alternate facilities as may be required and agreed.
- All facilities provided by Premier Construction Training Ltd will be safe and sufficient for the intended use, allowing relevant space for delegates based on the relevant climate at the time of delivery.
- Facilities will be provided for customer use including toilets, hot and cold water, first aid provisions and safe access and egress.
- The customer will indemnify Premier Construction Training Ltd against any and all claims made in respect of any incident, accident or other such issue arising as a result of the premises and/or facilities.
- The customer will indemnify Premier Construction Training Ltd in relation to any damage caused to the premises and/or facilities caused by any delegate under their control.
- Delegates should be sufficiently aware of the facilities before they attend the course, however Premier Construction Training Ltd will provide delegates with an induction before commencing the course. Any delegates who do not arrive in time for this induction will be deemed to have forfeited their booking.
- Where any situation affects the suitability of the premises and/or facilities, Premier Construction Training Ltd will advise of such issues in advance of the course along with proposals for their safe management. Customers are expected to fully comply with all Premier Construction Training Ltd directions in this regard and the customer will indemnify Premier Construction Training Ltd for any loss and/or damage arising from any fault, error or omission of the customers delegates in this regard.
- Where courses are to be delivered online, Premier Construction Training Ltd will provide relevant classroom links, documentation and associated facilities in advance, however the customer and/or their delegates shall be responsible for the correct provision of computer equipment, stationary, audio, video, a safe working location and relevant welfare facilities.

- When a course is delivered online, the customer and/or their delegates warrants that they will not copy, distribute, record or amend any material provided to them for the delivery of the course without prior consent of Premier Construction Training Ltd.
- Where the course is delivered online, the customer and/or their delegates shall be entirely responsible for the sufficient level of connectivity required to receive any transmission, signal, recording, conference or similar and shall indemnify Premier Construction Training Ltd against any loss and/or damages caused as a result of inadequacy.
- Premier Construction Training Ltd reserve the right to alter the course content, layout, timings, tutors, classroom, location, facilities or other such related items at any time without prior notice, provided that at all times the course function is maintained.

9. Insurances

- Premier Construction Training Ltd warrant that they shall always hold insurance for Public Liability in relation to the delivery of courses.
- Any training provided at a customer location shall only be done so where the client can demonstrate that they hold suitable liability insurance for a value of not less than £2million for each and every claim arising.
- Premier Construction Training Ltd reserve the right to require such further insurance as may be necessary to carry out the safe delivery of any course at a customer premises.

10. Data Protection

- The customer must ensure that it has in place all necessary consents in relation to Personal Data to allow Premier Construction Training Ltd at all times to perform the relevant training without infringing on any third-party rights.
- Premier Construction Training Ltd warrants to the customer that it will only use Personal Data for the purposes of carrying out its obligations and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data. Furthermore, Premier Construction Training Ltd will, upon written demand, destroy all Personal Data held or stored.
- Premier Construction Training Ltd warrants that it will comply with the requirements of the General Data Protection Regulation or any other such legislation as may come into force from time to time.

11. Health and Safety

- Premier Construction Training Ltd warrants that it shall do all that is reasonable to protect all customers, delegates, staff, visitors or other premises users in regard to their general welfare, health and safety.
- It is a requirement of these terms that any customer, visitors, delegate or other premises user must follow all reasonable instructions provided by Premier Construction Training Ltd and abide by all relevant legislation and codes of practice.

12. Force Majeure

- Neither party shall be responsible for any failure or delay in performance of its obligations under this agreement (other than the obligation to make payments of money) due to any force majeure event including Acts of God, refusal of license, epidemics, pandemics, Government Act, Fire, Explosion, Embargo, Terrorism, Civil Disturbance, Accident, Lightning Damage, Electromagnetic Interference, Radio Interference, Strikes, Industrial Disputes or any other cause beyond reasonable control.

13. Non-Solicitation

- The customer and/or their delegates shall not during the term of this agreement or for 12 months thereafter, entice or solicit for employment with it, or any other entity, any tutor or employee who has been engaged or employed by Premier Construction Training Ltd. In the event any tutor or employee shall commence working for the customer or any other linked entity then Premier Construction Training Ltd shall be entitled to a fixed fee by way of finder's fee of £10,000.00 which will be invoiced under the terms of this agreement.

14. Entire Agreement

- This agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied. Any amendment to these terms shall be in writing and signed by a Board Director of Premier Construction Training Ltd before coming into force.

Courses & events booked at a customer's facilities, in addition to clauses 1–14 the following applies to courses scheduled at a facility provided by a client of Premier Construction Training Ltd

15. Cancellations by you

If you have to cancel any booking, then the following cancellation charges will apply:

- More than 21 days prior to the course – minimum £395.00 per day, or at the agreed day rate if different and agreed, scheduled or 25% of the course fee (75% refund) whichever is the higher;
- Between 11 and 20 days prior to the course – minimum £395.00 plus VAT per day, or at the agreed day rate if different and agreed in writing, scheduled or 50% of the course fees (50% refund) whichever is the higher plus 100% of any travel and accommodation charges, publications, material etc pre-booked or pre-paid by Premier Construction Training Ltd;
- 10 or fewer working days prior to the course – 100% course fees (0% refund) plus 100% of any travel and accommodation charges pre-booked or pre-paid by Premier Construction Training Ltd.
- Delegates are required to attend all days allocated to them to fully satisfy awarding body requirements. Non-attendance on the day or any of the days will result in the full fee being payable.
- Should Premier Construction Training Ltd incur loss due to advanced scheduling of any additional tuition or advance purchase of resources, such as publications, to meet client-specific requirements to facilitate, these will be charged to the client in full. Tuition fees will be charged at minimum £395.00 per day, or at the agreed day rate, for every day scheduled as per the cancellation clause in 8 above.

16. Cancellations by us

- We reserve the right to cancel at any time and in such exceptional circumstances you will be given as much notice as possible and the offer of a transfer to another course date, or a full refund of fees paid. Premier Construction Training Ltd will not accept incidental or consequential loss resulting from such a cancellation including any personal travelling expenses incurred by the client or delegate and the customer shall indemnify Premier Construction Training Ltd against any/all loss and/or expenses incurred by the customer howsoever arising.
- Incidental Expenses such as travel will be applied to the invoice where applicable at the agreed rate quoted prior to booking.

17. Facilities

- Client is responsible for providing power, a wall area or screen for projection and a room or area large enough for maximum number of delegates attending each cohort/course plus reasonable access to welfare facilities including first aid.