



Smiths Training - Booking Terms and Conditions

Please carefully read our terms of use before you start using the site.

The following terms of use (including of all documents referred to in it) contain the terms of use on which you may use our website careers.smithshire.com (our "Site") as a visitor. Please carefully read these terms of use before you start using the Site. In using our Site, you accept these terms and agree to abide by them. If you do not agree with the terms of use (as laid out below), please do not use or continue use our Site.

Information About Us

Our site is designed, developed and operated by Smiths Equipment Hire Ltd ("we", "us" and "our"). We are a limited company in England under the company number 992884 and our registered office is; De Havilland House, 15-16 Avroe Crescent, Blackpool, Lancashire, FY4 2DP. Our VAT number is 151 778156.

Information About You and Your Visits to our Site

Any information collected about you on this Site is collected and used by us and us alone, in accordance with our privacy policy.

In using our Site, you agree that we may use personal data in accordance with our privacy policy.

Accessing Our Site

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

On occasion, we may restrict access to some parts of our Site, or our entire Site.

Disclaimer

We make no warranties, representations or undertakings about:

- any and all content of our Site (including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of such content);

- the availability of our Site and its content whether provided by us, third parties or you;
- or any content of any other website referred to or accessed by hypertext link through our Site ("3rd party site").

Our Site may link to, or show, information from 3rd party sites e.g. "HM Revenue & Customs" and "IPAF". We do not endorse or approve the content and information from any 3rd party site, nor will we have any liability in connection with any of them (including, but not limited to, liability arising out of any allegation that the content of any 3rd party site infringes any law or the rights of any person or entity).

CANCELLATION POLICY

1. Pre-payment of the invoice is required unless otherwise agreed. Training certificates and operator cards will be issued upon receipt of full payment;
2. All trainees must have the correct personal protective equipment and their national insurance number.
3. All trainees must be at least 18 years of age.
4. If you, the customer, cancel a booked course within 7 days the full course fee will become payable. If cancelled within 14 days 75% of the course fees will be payable. If cancelled within 21 days 50% of the course fees will be payable. 22 days and over there is no charge.
5. A substitute delegate may be provided at no extra cost (name change free of charge).
6. Notification of any cancellation or transfer must be made via email to training@smithshire.com.

REFUND POLICY

If the prior agreed training has commenced or been completed to the required standard, the customer is not liable for refund. If you, the customer, are not satisfied with the standard of training and it is agreed by us, Smiths Equipment Hire, that you are entitled to full or partial refund, then we will be entitled to charge the customer any costs we have reasonably incurred during the training period. These costs will be deducted from the refund due to the customer. The customer will be notified of these costs before a refund is issued. Any issues must be raised within 7 days of the completion of any training course. Once an agreement for refund has been issued, payments will take 5-7 working days to be returned to your payment card.

Variations

At any time we may revise these terms of use. The updated version of the terms of use will be effective as soon as it is uploaded onto the Site and your continued use

of our Site will constitute your acceptance of such updated terms of use. The date of any such updates will be readily available via the "source code" of this page under the "meta" data named "updated-at".

Submitting Content via Our Site

Ownership

If you submit content to our Site (including without limitation any text & documents), you grant us a licence to use, reproduce, modify, adapt, publish, create derivative works from, distribute and display in public that content in any form and media on or in connection with the Site, at no cost to us and for as long as we require, and you warrant that you own or have rights to the intellectual property in such content and have the right to grant this licence. You waive any moral rights in your contribution. You will indemnify us and keep us indemnified from and against all costs, claims, damages and expenses made against or incurred by us as a result of a third party alleging that the use of such content by us infringes the intellectual property rights of a third party.

Submissions

When submitting content, you agree not to do any of the following:

- defame, abuse, harass, stalk, threaten or otherwise violate or infringe the rights of any person or entity (including, but not limited to, rights of intellectual property, confidentiality, or rights of privacy);
- upload or transmit any material which is unlawful, indecent, defamatory, hateful or racially, ethnically or otherwise offensive or objectionable, politically sensitive or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- upload or transmit files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received and can prove all necessary consents;
- upload or transmit any materials that infringe any patent, trademark, copyright or other proprietary rights of any third party;
- upload or transmit material that you do not have a right to make available under any law or contractual or fiduciary relationship (such as confidential information);
- upload or transmit any computer viruses, macro viruses, Trojan horses, worms, corrupted files or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or other electronic device;

- use the system of uploading or transmitting content (or any part thereof) in a way that may cause the system (or the servers or networks connected to the system) to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the system is in any way impaired;
- where you are not the author of any material you are uploading or transmitting, delete any author attributions, legal notices or proprietary designations within the material.

Violation of these Submission terms will result in immediate action which will result in (but not limited to):

- deletion of content and refusal of future services hosted on the Site;
- criminal prosecution should content violate points 2, 6 & 7 stated above.

Intellectual Property Rights

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authors of material on our Site must always be acknowledged. You must not modify any notices or marks relating to ownership rights.

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You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors. This includes, but is not limited to, the use of the Smiths Equipment Hire logo and Site structure images.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our request, return or destroy any copies of the materials you have made.

Reliance on Information

We endeavour to make sure that all information on the Site is complete, accurate and helpful at all times. However, we cannot (and will not) warrant the accuracy of such information, and as such cannot be held liable for any use of or reliance on that you may make.

Prohibited Uses

You may use our Site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

Viruses, Hacking and Other Offences

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to, interfere with, damage or disrupt our Site, the server on which our Site is stored or any server, equipment or

network, any software used by our Site, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

Our Liability

To the extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to or use of our Site although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.