

**Brand Energy & Infrastructure Services UK, Ltd.
Training Course Terms and Conditions
Edition 2020 – effective from 05 February 2020**

Terms & Conditions for Personal and Company Course Bookings

1. BASIS OF THE CONTRACT

- 1.1. All contracts for Courses shall be made subject to these Conditions unless expressly varied in writing and signed by BEIS Training Manager or EHSQ Director on behalf of BEIS (Lyndon SGB) Ltd.
- 1.2. All bookings for a Course must be supported by a Confirmation Letter/email.

2. WARRANTIES

- 2.1. BEIS (Lyndon SGB) Ltd warrants that:
 - 2.1.1. Courses supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards;
 - 2.1.2. It will provide appropriately qualified and experienced instructor(s) and consultant(s) to deliver Courses using suitable Course Materials.

3. FEES/CHARGES

- 3.1. Prices quoted are inclusive of tuition, Course Materials, assessment where applicable, and certification.
- 3.2. The price does not include any lunch (unless varied in writing), travel, accommodation or living expenses, which the Delegate may incur in attending the Course
- 3.3. Prices quoted exclude VAT or other sales taxes, which will be added.
- 3.4. Companies using BEIS services shall be responsible for the candidates that they provide. Companies who do not provide candidates who are physically capable of completing the course shall forfeit that candidate's fee.

4. PAYMENT TERMS

- 4.1. Companies will be invoiced prior to training. Invoices may or may not reference Purchase Order details depending on information given at time of the confirmation.
- 4.2. BEIS Training's payment terms are 30 days from the date of invoice, unless otherwise agreed in writing. Where payment terms are breached i.e. if no payment has been made 37 days or more from the date of invoice, then BEIS Ltd reserves the right to use a debt collection agent to collect all sums of money outstanding, at which point the client will be held liable for all costs associated with collection.
- 4.3. Please note that certificates will be held until full payment of invoicing has been received unless otherwise agreed.
- 4.4. Individual's not booking through Companies will be invoiced prior to training and payment must be received 1 week prior to the course. BEIS (Lyndon SGB) Ltd the right to cancel all provisional bookings held by individuals if payment has not been received at least 1 week prior to the course start date.

5. SUBSTITUTIONS, TRANSFERS AND CANCELLATIONS BY THE CUSTOMER

- 5.1. The Customer may substitute a Delegate(s) prior to the start of the Open Course at no additional charge subject to the new Delegate(s) meeting the published prerequisites (see clause 7)
- 5.2. The Customer may change the date of attendance of a Delegate or cancel attendance at an Open Course subject to the following scale of charges.
- 5.3. In house course transfers or cancellations are subject to the following scale of charges. Transfer and Cancellation Fees Notice to be given by the Customer to BEIS (Lyndon SGB) Ltd

	Transfer Fee	Cancellation Fee
More than 14 days	0%	0%
7 - 14 days	0%	25%
Less than 7 days	35%	100%
No notice given	100%	100%

- 5.4. In relation to transfers, the Customer agrees that if a replacement booking is not confirmed within 7 days then the applicable cancellation fee shall become payable.

6. REPLACEMENT CERTIFICATES

- 6.1. An administration fee of £10 will be applied for replacement certificates. This will include standard 1st class postage. Where special delivery/ recorded postage is requested then the fee for this will be applied.

7. CANCELLATIONS AND CHANGES TO COURSES BY BEIS (Lyndon SGB) LTD

7.1. BEIS (Lyndon SGB) Ltd reserves the right to cancel or change a Course and undertakes to provide reasonable notice of the cancellation or change. Note that this undertaking does not apply in relation to third party courses run in association with partner organisations.

8. PREREQUISITES & ADMISSION

8.1. BEIS (Lyndon SGB) Ltd will not:

8.1.1. take responsibility for determining a delegate's suitability for training or

8.1.2. take the liability for any condition or ailment held by the delegate which is exacerbated during training.

8.2. If, during training, it is identified that a delegate cannot perform set tasks, which are required during the assessment to allow them to be certificated, then the Client will be contacted by BEIS (Lyndon SGB) Ltd. It is the Client's decision to allow or disallow the delegate to remain on the course until completed.

8.3. BEIS (Lyndon SGB) Ltd shall be the sole judge as to the candidate's performance during assessment and whether they have satisfied the requirements of the course. In the event that BEIS (Lyndon SGB) Ltd determine that the candidate has not performed satisfactorily, that candidate will not be granted a certificate. In this instance clients will still be responsible for the full cost of the course.

9. COPYRIGHT

9.1. Copyright and all other intellectual property rights in all Course Materials shall remain the property of BEIS (Lyndon SGB) Ltd or the trading partner of BEIS (Lyndon SGB) Ltd responsible for developing the Course Material, as the case may be.

9.2. The Customer agrees not to reproduce, sell, hire or copy Course Materials (in whole or in part) and not to use such materials except for the purposes of internal post Course reference.

10. LIMITS OF LIABILITY

10.1. BEIS (Lyndon SGB) Ltd's entire liability and that of its employees and consultants and the Customer's sole remedies in respect of any claim under this contract or otherwise shall be limited to damages which, save as otherwise provided, shall be limited to the value of any fees payable for any Course booked.

10.2. Nothing in this contract shall limit or exclude BEIS (Lyndon SGB) Ltd liability for death or personal injury caused by the negligence of BEIS (Lyndon SGB) Ltd or its employees in the performance of any of its obligations under this contract.

10.3. BEIS (Lyndon SGB) Ltd will under no circumstances be liable to the Customer for any loss of profits howsoever caused, loss of goodwill or business interruption.

10.4. BEIS (Lyndon SGB) Ltd, its employees, agents and consultants shall not be liable for any and all liability and loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Customer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the Customer by any third party claiming relief against the Customer by reason of the use to which the instruction and advice obtained on any Course is put by the Customer or by any party with the authority of the Customer.

11. LOSS AND DAMAGES

11.1. Personal belongings and items belonging to or in the possession of the Customer or any Delegate brought onto BEIS (Lyndon SGB) Ltd premises are the sole responsibility of the owner and BEIS (Lyndon SGB) Ltd accepts no responsibility for such items. Delegates using any car parking facilities provided at any BEIS (Lyndon SGB) Ltd premises do so entirely at their own risk and BEIS (Lyndon SGB) Ltd does not accept any responsibility for damage, accident or loss resulting from such usage.

11.2. BEIS (Lyndon SGB) Ltd are not responsible for and cannot be held liable for accidental damage to Customer property used during in house first aid courses.

12. COMPLAINTS

12.1. If you are not satisfied with the service you have received you have the right to complain. Please contact: EHSQ Director UK & CI, Brand Energy & Infrastructure Services UK Ltd, Regent Park, 299 Kingston Road, Leatherhead, Surrey, England KT22 7SG.