

# BRECKLAND TRAINING SERVICES - BOOKING TERMS AND CONDITIONS

Updated 31<sup>st</sup> January 2018

Please take the time to read these terms and conditions carefully as they are the basis for the contract between us.

## 1. Definitions

1.1 **Company** means Breckland Training Services. **Training Course** means any form of product delivered by the Company including, but not limited to, workshops, 1-2-1 training, management and leadership programmes and challenges and team events. **Client** means the organisation, delegate or person named on the booking request for whom the Company has agreed to provide the Training Course. **In-house course** means any course that is a closed course running at a client's or client's designated premises. **Working days** means Monday to Friday inclusive (but excludes Bank Holidays where appropriate).

## 2. Status

2.1 The Terms and Conditions specified herein constitute the entire contract between the Company and the Client for the delivery of a training course (or series of). Where they conflict with any other Terms and Conditions submitted by the Client, our Terms and Conditions will prevail. No variation to these terms are permissible without written confirmation from the Company.

## 3. Supply of Training Courses

3.1 The Company shall provide Training Courses generally in accordance with these conditions.

3.2 The Client shall request a Training Course by submitting their requirements to the Company **at least 20 working days** prior to the commencement of the appropriate Training Course.

3.3 Within **5 working days** the Company will respond to the request by either declining (with supporting reasons) or supplying a written proposal. This written proposal can be in the form of an e-mail or full proposal document. At the very least it will include availability dates and full costings (including all travel expenses). The proposal will remain valid for a period of **30 working days**.

3.4 Any booking made will remain provisional (and subject to cancellation by the Company) until all the following criteria have been met:

3.4.1 The Client has confirmed, in writing, their acceptance of the proposal and has supplied a relevant Purchase Order number if required by their own finance department. By confirming the booking the client is accepting the companies terms and conditions. Confirmation must be received by the Company within the validity period of the proposal or 10 working days prior to training course delivery whichever is the soonest.

## 4. Invoicing and Payment.

4.1 The client will be charged by the company at the rate agreed in the proposal (provided paragraph 3.4.1 has been adhered to). Quoted figures are exclusive of VAT and this will be charged at the appropriate rate where applicable.

4.2 Any published prices for public scheduled courses are correct at the time of publication. The company reserve the right to alter these prices without prior notice but only following discussion and agreement with you.

4.3 For all invoices, full payment is due upon receipt.

4.4 In the event of cancellation by the client the following charges will apply:

Calendar days' notice before start date of Training Course	Applicable Charge
• Greater than 30 calendar days	• No Charge.
• Between 29 and 15 calendar days	• £25 administration fee.
• 14 calendar days or less	• Full payment due including any non-refundable expenses.

4.7 Terms laid out in Paragraph 4.4 may be waived in extenuating circumstances, and at the sole discretion of the Company, on a case-by-case basis.

4.8 In the event of a request for postponement by the client every effort will be made to find an alternative date suitable to both company and client. Depending on notice given the following fees will apply:

<b>Calendar days' notice before start date of Training Course</b>	<b>Applicable Charge</b>
• Greater than 30 calendar days	• No Charge.
• Between 29 and 15 calendar days	• £25 administration fee.
• 14 calendar days or less	• 50% of full payment due including any non-refundable expenses.

4.9 Terms laid out in Paragraph 4.8 may be waived in extenuating circumstances, and at the sole discretion of the Company, on a case-by-case basis.

4.10 In the event of cancellation, or postponement, by the client, any costs any costs that have been incurred by the company as part of the contract i.e. venue hire, accommodation, travel tickets, etc, the client will reimburse these fees.

4.11 In the event of cancellation, or postponement, by the company every effort will be made to give as much notice as possible and thereafter find an alternative date suitable to both company and client. If the client has incurred any costs as part of the contract i.e. venue hire, refreshments, etc, the company will reimburse these fees if they are subject to applicable charges because of late cancellation clauses.

4.12 The company reserves the right to charge interest at Bank of England base rate +2% for late payments.

## **5. Our Obligations**

5.1 To co-operate with the client to ensure successful training course delivery.

5.2 The company will supply you with suitable staff to meet the requirements of the training course. Staff will arrive in good time to ensure the training course can commence on time.

5.3 The company will collate feedback on the clients behalf if requested.

5.4 The company will provide delegates with suitable supporting literature either at the end of the training course or via e-mail.

5.5 Electronic certificate of attendance are available if required. These are in a standard company format and are distributed electronically to the client on completion of the training course.

## **6. Your obligations**

6.1 To co-operate with the company to ensure successful training course delivery.

6.2 The client agrees to provide the following facilities for in-house courses:

6.2.1 A suitable venue and room for the company to deliver the training course at and advise the company of its location and access requirements at least 5 working days prior to the training course start date.

6.2.2 Unless otherwise agreed with the company, the client will provide, as a minimum, the following equipment at the venue/room specified at 6.1.1:

6.2.2.1 Projector with power cables and laptop connectivity cables (HDMI and/or VGA).

6.2.2.2 Projector screen or suitable flat screen projector (NB – if the latter then suitable laptop connectivity cables will still be required).

6.2.2.3 Flip chart stand, flip chart paper and white board pens.

6.2.2.4 Suitable tea, coffee and water facilities for both delegate and company staff use.

6.2.3 On arrival, the client will advise the company staff member(s) on location of toilets, actions to be taken on hearing a fire alarm (muster points etc) and whether the fire alarms will be tested throughout the duration of the individual training course. The client will also brief the company staff on any specific health and safety regulations that may apply to them during their time at the clients location.

6.2.4 Within the bounds of local security arrangements, the client will provide temporary passes to allow the company staff to access all facilities required during their time on site.

6.2.5 Where facilities exist, the client will provide free car parking as close to the delivery location as possible. Any car parking charges (not fines) incurred by the company in delivering the training course will be re-charged to the client.

6.2.6 The client will promulgate the course amongst nominated delegates, reiterating the need for prompt arrival. The company reserves the right to refuse entrance to delegates who arrive greater than 15 minutes late.

## **7. Liability**

7.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under liability of the company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the training course except as expressly provided in these conditions.

7.2 The company shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Training Course if this was due to any cause beyond the Company's reasonable control.

## **8. Force Majeure**

8.1 The Company shall not be in breach of this contract if the provision of the training course are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of god (including but not limited to fire, flood, earthquake, storm, snow, hurricane, or other natural disasters) war, invasion, Civil unrest, Government action, labour disputes, strikes, lock-outs or interruption or failure of power supply.

## **9. Copyright**

9.1 All intellectual property rights for all course material shall remain the property of the Company. No part of the training material may be reproduced without prior permission in writing of the copyright owner.

## **10. Amendments**

10.1 The Company reserve the right to amend these Terms and Conditions from time to time. The most recent version will be uploaded to our website [www.breckland-training.co.uk](http://www.breckland-training.co.uk)