

Training Terms & Conditions of Business

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GENERAL & DEFINITIONS

In these conditions:

- **The "Seller"** means Backline Logistic Support Services Limited of Unit 1 Topaz, Topaz Way, Bromsgrove, B61 0GD.
- **The "Buyer"** means the individual, group, firm, company or organisation with whom the Seller contracts.

Any agreement made between the Seller and the Buyer whether for the sale of goods or for work and materials or services hereinafter called the "Contract" shall only be subject to these terms and conditions.

Any representation or warranty made by or on behalf of the Seller prior to the Contract orally or in writing is hereby expressly excluded and shall be of no effect.

No servant or agent of the Seller has any authority to vary or add to these terms and conditions except with the Seller's confirmation in writing signed by one of its directors or senior managers and issued from its head office at Backline Logistics, Unit 1 Topaz, Topaz Way, Bromsgrove, B61 0GD.

A Seller's quotation shall be deemed to have been withdrawn unless the buyer accepts the quotation within 28 days of the date of issue.

If the seller enters into a contract without the seller having submitted a written quotation or a standard acknowledgement of order form but in circumstances when the buyer has had prior notice of these conditions, then all the goods and materials supplied or work done or services rendered shall be subject to these conditions.

SUITABILITY OF TRAINING

The Seller will provide information to the Buyer relating to the training that it offers and will make endeavours to ensure that any training booked by the Buyer is suitable for the candidate(s) to whom the training relates.

Any information provided by the Seller will be accurate to the best of the Seller's knowledge, however the Seller cannot guarantee the absolute accuracy of any information offered except that which relates to anything solely controlled by the Seller (e.g. pricing). As such, any information provided by the Seller on which a purchasing decision is or will be made should be verified by the Buyer with the relevant governing body or authority, where applicable, before a booking is made.

The Buyer is ultimately responsible for establishing the suitability of any training booked or undertaken.

The Seller will accept no responsibility for any loss or damage, financial or otherwise, resulting from any training booked or undertaken that is not suitable for the candidate(s) or that does not result in the desired outcome within the expected timeframe.

If it becomes apparent that any training that has been booked, but not yet undertaken, is not suitable for the candidate(s) attending the course, the terms relating to cancellation will apply (see "[CANCELLATION AND POSTPONEMENT](#)", below). The Seller may, at its absolute discretion, allow the Buyer to transfer some or all of any monies paid as payment towards an alternative training course offered by the Seller.

CATALOGUES, PRICE LISTS & ADVERTISING LITERATURE

Information of any kind contained in the Seller's catalogues, price lists or other advertising literature is not guaranteed to be accurate and is intended merely to represent a general picture of the Seller's products and services and shall not form part of any contract between the Seller and the Buyer.

The Seller reserves the right to amend the specification of its products and services and the Buyer is advised to check the specification set out in the Seller's quotation before placing his order.

BOOKING & CONFIRMATION

In respect of business customer with an existing account, an enquiry from the Buyer regarding training services will be treated as a confirmed booking when either of the following conditions apply.

- a. The Buyer or any agent of the Buyer, whether with authorisation or otherwise, has expressly stated, either by written or verbal communication(s) that they wish for the Seller to provide training services.
- b. The Buyer, or any agent of the Buyer, whether with authorisation or otherwise, has given the Seller reasonable grounds to believe that they wish for the Seller to provide training services as discussed. This may include, but is not limited to, agreeing to, expressly or otherwise, proposed course dates, course schedules or quotations.

In respect of business customers without an account, or where the Buyer is a private individual, an enquiry will be treated as a confirmed booking when any of the following conditions apply.

- a. The Buyer has paid a deposit relating to the course being booked.
- b. The Buyer is a business customer and has completed a New Client Details form and satisfied either of the conditions that apply to business customers with an existing account.

CANCELLATION AND POSTPONEMENT

- a. Cancellation and postponements must be advised in writing. No agent or servant of the Seller is authorised to accept verbally cancellation or postponement. Where such notice is given by email it is not deemed to have been received until it has been read by an agent or servant of the seller. **Office hours are typically 07:00-17:00 Monday to Friday.**
- b. Where notice of cancellation is received seven (7) days or less before the commencement of the course, the entire course fee is payable.
- c. Where notice of cancellation is received more than seven (7) but less than fourteen (14) days before the commencement of the course, a charge of 40% of the course fee is payable.
- d. Where notice of cancellation is received more than fourteen (14) days but less than six (6) weeks before the commencement of the course, a charge of £10 per day (Driver CPC Periodic Training) or 10% of the course fee (all other courses) is payable.
- e. Where notice of cancellation is received more than six (6) weeks before the commencement of the course, no cancellation charge will apply. Where any payment(s) have been made in advance, the Seller reserves the right to deduct reasonable fees from the refunded amount to cover any costs incurred (e.g. card processing or bank transfer fees etc.).
- f. Where a course is postponed and subsequently cancelled by the Buyer, the following charges will apply, up to a maximum of 100% of the original charge:
 1. £25 administration fee **plus**
 2. The greater of:
 - a) The relevant charge for cancellation applicable to the amount of notice given for the original or any subsequent postponement(s)
 - OR**
 - b) The relevant charge applicable to the amount of notice given for the subsequent cancellation of the training
- g. Where notice of postponement is received two (2) working days or less before the commencement of the course, 40% of the course fee becomes payable. On subsequent completion, the full course fee is chargeable at the rates prevailing at that time.
- h. Where notice of postponement is received fourteen (14) days or less, but more than two (2) working days before the commencement of the course, 20% of the course fee becomes payable. On subsequent completion, the full course fee is chargeable at rates prevailing at that time.

- i. Where notice of postponement is received more than fourteen (14) days before the commencement of the course, there will be no charge, except for courses that have previously been subject to a postponement.
- j. Where notice of postponement is received at any time, and where the course has previously been postponed, a charge of 10% of the course fee is payable, except where less than fourteen (14) days' or two (2) working days' notice is received, in which case a 20% or 40% charge will apply respectively. On subsequent completion, the full course fee is chargeable at rates prevailing at the time.
- k. Where a training course is booked less than fourteen (14) days but more than seventy two (72) hours from the start of the course, for the first twelve (12) hours any cancellation or postponement will be treated as if it had occurred more than fourteen (14) days before the commencement of the course. After 12 hours, standard cancellation and postponement terms will apply.
- l. Where a training course is booked within 72 hours of the start of the course, standard cancellation and postponement terms will apply.
- m. Course development fees, where applicable, are payable in full for cancellation or postponement at any point.
- n. Other related incidental costs, where applicable, are payable in full for cancellation within six (6) weeks of commencement of the course. These may include, but are not limited to, non-refundable hotel reservations, travel costs such as train or flight tickets, hire vehicles etc.
- o. Where training has been booked at the Buyer's site or a site arranged by the Buyer, the Buyer will ensure appropriate access to any equipment necessary for the purposes of the delivery of training, except where an agreement to the contrary has been made in writing prior to the training taking place. The Buyer will also ensure that a suitable area(s) are made available for the training. Should training be cancelled or postponed due to failure of the Buyer to provide access to equipment or ensure a suitable area(s) for training are made available, the full course fee will be chargeable and may not be transferred.
 1. Equipment must be in a serviceable condition, with all necessary checks having been completed as required by any applicable regulation(s) or legislation at the time. The Trainer may reasonably request to see evidence of such checks. Where such evidence cannot be provided, the Trainer reserves the right to deem the equipment unsuitable for use.
 - a) The Trainer reserves the right to determine in any case whether or not the equipment is in a serviceable condition irrespective of any checks that have been completed. Where there are any concerns, the Buyer will be given the opportunity to rectify the issue(s) in order for the training to continue. If training is delayed as a result, this may incur extra charges as outlined above.

PRICES AND PAYMENT

- a. Prices charged will be those ruling at the time of course commencement, however, courses paid for in advance will not be surcharged in the event of a price increase. This includes courses where the Buyer has paid a deposit to secure a booking.
- b. Course fees do not include any materials used, unless agreed in writing in advance.
- c. A deposit or full payment is required in order to make a booking. Unless otherwise agreed in writing with an authorised agent of the Seller, the deposit amount will be £10 per day in respect of Driver CPC Training or £50 total in respect of any other training. **Spaces on a course are not reserved, nor a course confirmed, without a deposit being paid or, in respect of courses that are due to be invoiced, confirmation of the booking from an agent of the Buyer or an agent of the Seller to the other party.**
- d. Unless mutually agreed, payment in full is due no later than the commencement of the course or, for business customers with a credit account only, thirty days from the date of

invoice. When courses are spread over a period, each separate part of the course will be regarded as a separate contract but may appear on the same invoice.

- e. All prices are shown exclusive of Value Added Tax, which will be added at the appropriate rate on invoicing or booking, unless otherwise agreed in writing.
- f. The company will be entitled to suspend all further supplies if payment terms are not met. This will not in any way prejudice the Seller's rights under the contract.
- g. Course schedules and prices are based on free and uninterrupted access to the site and equipment during the entire course and any delays to the work due to any cause outside the Seller's control may be charged as an invoiced extra.
- h. Quotations are based on the work being carried out during normal working hours unless otherwise stated. Normal working hours are defined as 08:30-17:30, Monday to Saturday.
- i. Trainees on practical courses must provide their own safety clothing and equipment unless otherwise agreed in advance and in writing.

DATE FOR COMPLETION

The dates for training or the date for completion of training shall be extended by a reasonable time, at the sole discretion of the Seller if performance of the contract is delayed by reason of any cause whatsoever beyond the Seller's reasonable control, including but not limited to war, civil commotion strikes, lockouts, labour disputes, epidemics, illness, manning level changes, fire, accidents, breakdown, defective materials, lack of supplied raw materials of components and non-delivery or late delivery by manufacturer.

DETERMINATION, SUSPENSION AND CANCELLATION BY THE SELLER

- a. If the Buyer shall fail to make any payment when it becomes due or shall commit any other breach of contract and fail to remedy the same within 7 days of receiving the seller's request in writing so to do or the Seller has bona fide doubts about the Buyer's solvency, the Seller may defer or cancel any further performance of the contract but without prejudice to its right to any unpaid price for goods or materials delivered or cost of work done in performance of the Contract and to damages for loss suffered in consequence of such determination.
- b. If the Seller is prevented from completing the Contract either wholly or in part in accordance with the terms thereof for any reason whatsoever beyond its reasonable control then further performance of the contract shall be suspended for the period during which the Seller is so prevented, provided that if the contract is suspended for a continuous period of more than three months then either party may give the other written notice to terminate the contract forthwith and then the Buyer shall pay for all goods and materials supplied and work completed before termination such payment to be made on or before the last day of the month following the month during which termination was effected. The Seller will be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of the Seller's inability to perform its obligations under the contract in these circumstances.
- c. The Seller reserves the right to cancel or postpone any planned training course, at any time up to and including commencement of the course, at its sole discretion. If the decision to cancel or postpone a course is taken by The Seller, any deposit or other monies paid to The Seller will be refunded, unless such cancellation is for any reason outside of The Seller's reasonable control (e.g. extreme weather conditions, sickness, vehicle breakdown, government restrictions etc.). In this instance, where possible, the Seller will offer an alternative course for the same or a mutually suitable alternative date at no additional cost to the Buyer. The Seller will be under no liability whatsoever to The Buyer for any direct or consequential loss or damage suffered by The Buyer as a result of The Seller's decision to cancel or postpone a training course(s).

WARRANTY

1. In House Training (Buyers Premises)

- a. The Buyer shall indemnify the Seller against all costs and claims whatsoever arising from damage or injury to any person/s or any property on the Buyer's premises unless such damage or injury shall be proved conclusively to have been caused solely by the proven negligence of the Seller, its servants or agents.
- b. Notwithstanding (a), the Seller shall not be liable in any way whatsoever for any claim for direct or indirect consequential injury or damage whatsoever made by the Buyer, or any third party whether or not such injury or damage is caused directly or indirectly, wholly or in part by the negligence of the Seller, its servants or agents.

2. Training at the Seller's Premises

- a. The Buyer will have in force at all times a Public Liability Insurance Policy, satisfactory to the Seller, duly endorsed to give indemnity to the Seller in a sum of not less than £1M in respect of any occurrence or series of occurrences arising out of one event.
- b. All other conditions and warranties whatsoever express or implied are hereby excluded.

3. All training.

- a. It is expressly agreed that the Seller has no control over trainees actions during training or at any time after training has been completed, any damage, loss, injury or death howsoever caused by the trainee as a consequence of the training or of the trainee failing to follow correct actions of the training is the responsibility of the trainee, the buyer or the employer of the trainee.
- b. The buyer and the trainee agree to indemnify the seller against claims and costs associated with claims.

TITLE AND INSURANCE

Where the Seller's equipment is used on the Buyer's premises the Buyer shall be responsible for any loss or damage to all or any part of the equipment unless such loss or damage is proved conclusively to have been caused solely by the Seller, its servants or agents.

ERRORS

The Seller reserves the right to correct any clerical or typographical errors made by its servants or agents at any time.

HEALTH AND SAFETY AT WORK ACT 1974

The attention of the Buyer is drawn to the provisions of legislation and statutory regulations relating to health and safety at work. The Seller will make available on request one copy of any documents which it may have which the Buyer reasonably requires relating to the design, construction and installation of its products to ensure that as far as reasonably practicable they are safe and without risk to health when properly used. The Buyer shall ensure that such documents are made available to any person who should have knowledge thereof.

RESELLING

Reselling of our training services by the Buyer to a third party is strictly prohibited, except with the explicit written consent of the Seller. If the Buyer resells training to be provided by the Seller to a third party without such consent, the Buyer agrees to pay a reselling fee, in addition to the prices charged in relation to the training itself, which will be equivalent to £75 per day plus VAT at the prevailing rate or 100% of the difference between the Seller's prices advertised at the time of the booking and the amount paid by the individual or individuals attending the training plus VAT at the prevailing rate, whichever is the greater. If the amount paid by the individual or individuals cannot be determined, the charge will be £75 per day plus VAT.

For the purposes of clarification, any bookings for training; that will not be undertaken by the individual making the booking and/or that is not being booked on behalf of an organisation providing training for its employees or official representatives and/or for which the Buyer offers the services to a third party in return for a fee will be deemed to have been resold, and the applicable fee will be added to the invoice or charge.

SEVERANCE

If at any time one or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable the validity and enforceability of the remaining provisions of these conditions shall not in any way be affected or impaired thereby.

WAIVER

Any time or indulgence granted by the Seller to the Buyer or any waiver by the Seller of its rights in respect of any breach by the Buyer of any terms or conditions herein contained shall not be a deemed grant of time or indulgence in respect of any other matters or as a waiver by the Seller of its rights in respect of any other such breach.

INTERPRETATION

In these conditions the neuter gender shall include the masculine and feminine and vice versa and the singular number shall include the plural and vice versa. The headings in these conditions are for guidance only and shall be of no material effect.

JURISDICTION

These conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the laws of England and Wales and in any dispute arising hereunder shall be tried by the courts thereof.

CONFIDENTIALITY

All drawings, technical documents, commercial and financial information made known in any way to the Buyer by the Seller shall remain confidential and shall not be disclosed to third parties by the Buyer under any circumstances except where specific prior agreement is given in writing by a director of the Seller in accordance with Paragraph 1 (b) of the conditions.