

TERMS AND CONDITIONS

1. General

The Terms and Conditions of Central Training Services Limited, hereafter called the Company, are contained herein. Quotations are raised and bookings accepted subject to **these** Terms and Conditions. These Terms and Conditions will form the basis of all contracts with the Company, unless otherwise specified by the Company. Any document used, when placing a booking, which includes or refers to other Terms and Conditions **will not apply**, unless they are agreed in writing and signed by a Director of the Company, prior to the booking completion. No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing and signed by a Director of the Company.

These Terms and Conditions are correct at the date shown on the relevant quote supplied to the client. The Company reserves the right to vary them without prior notice. An up to date copy is available on the Company website and will also be supplied to the client, if applicable.

2. Quotations

Quotations remain valid for a period of 30 days from date shown on the document. Any changes to this will be clearly written on the quotation. The Company reserves the right to vary prices, and the services provided, in accordance with changes in circumstance which may prevail, at any time. Should any information, in any form, supplied by the client/prospective client, to the Company for the purpose of a quotation preparation, prove to be inaccurate or insufficient, the Company reserves the right to amend the quotation to cover any differential in costs. Quotations include the cost of any registration, administration and certification fees and are inclusive of VAT at the current rate.

3. Booking Confirmation and Payment

Bookings will only be confirmed once the Company has received, from the client, either a purchase order number, a confirmation email, a completed Booking Form, and/or any other requested documents. Once a purchase order number, confirmation email, booking form or any other requested document is received from the client to the Company, the course will be confirmed as 'booked' and the invoice will be issued. Payment is due from the client as per the details below.

Payment for all training/testing must be made prior to the training/testing taking place. Payment must be made in full upon booking. All courses booked are subject to the Company's cancellation fees, including courses booked within 10 working days of the course date. Payment can be made by BACS or credit / debit card. Any variation to this must be agreed in writing and signed by a Director of the Company. The Company reserves the right to re-allocate any course places should payment not be received at the time of booking.

All CITB Health and Safety Test and/or CPCS Renewal Test bookings require 2 full working days' notice to book (i.e. a test required on a Thursday must be booked no later than the Monday before it) and must be paid in full at the time of booking. Any changes to the test date/time, delegate details or test type can be made, free of charge, up to 3 working days prior to the test date. No changes can be made to the booking after this time and a new booking would be required. The full cost of the test/s will be charged for any new bookings.

Registration and certification will not be completed until full payment has been received. The Company also reserves the right to withhold any written or verbal confirmation of training completed until full payment has been received. Certification is awarded at the discretion of the Company. Only delegates who successfully complete the training by passing both theory and practical sessions will be certificated. Any changes to this must be agreed in writing and signed by a Director of the Company, prior to the course commencing. Where this is the case, suitable wording will be used on any certification.

4. Cancellation and Postponement

The Company reserves the right to charge a cancellation/postponement fee for any courses previously confirmed and subsequently cancelled or postponed. The following costs will be charged for any course cancelled or postponed prior to the course date:

More than 10 working days:	No charge, full refund provided
6 – 10 working days:	50% of invoice amount charged
1 – 5 working days:	100% of invoice amount charged
Non-attendance on the day:	100% of invoice amount charged

Any booking/s cancelled or postponed due to COVID-19 are also subject to these cancellation/postponement fees. Any variation to this must be agreed in writing and signed by a Director of the Company.

From 12th September 2022, all credit/debit card refunds required, as a result of the client cancelling their course, will be subject to the following refund handling charges:

- Invoices up to and including £200.00 = £5.00
 - Invoices from £200.01 to £400.00 = £10.00
 - Invoice £400.01 and over = £20.00
- (invoice amounts are inclusive of VAT)*

When making a payment using a credit/debit card, the client is agreeing to these charges and they will be automatically deducted from the amount that is refunded back onto the payment card.

In the event that the Company is not able to carry out work on a client's premises, due to the client failing to provide the necessary resources or personnel, then the course will be deemed to have been cancelled by the client and the cancellation fees will apply.

The Company reserves the right to remove a delegate from a course at any time should there be evidence of serious misconduct or if the continued attendance of the delegate could have a negative impact on themselves or others attending the course. The Company has no liability to issue a refund in this situation.

In the event that the Company cancels or postpones a course, an alternative suitable date will be agreed for the work to be completed. In the event that an alternative date cannot be agreed, a full refund will be given. The Company reserves the right to change, at any time and without prior notice, the venue and/or tutor of a course and/or the course content as described in any published literature. The Company will not be held liable for any costs incurred by the client for such actions.

5. Health and Safety

It is the responsibility of the delegate and/or their employer to ensure that they are physically fit and sufficiently mentally equipped to take part in any course. Delegates must be physically capable of withstanding the rigours of their chosen course. If there are any doubts in this the Company reserves the right to remove the delegate from the course. The Company has no liability to issue a refund in this situation. The onus is with the delegate to ensure his or her fitness to undertake chosen training and the Company does not accept any responsibility in this regard.

Where training is held on the Company's premises, all delegates must conform to the Company's Health & Safety Policy and comply with all COVID-19 Procedures. Any breaches of this policy may result in the delegate being suspended or excluded from the course and premises. Where training takes place on premises specified by the client, then the client must ensure that such premises or areas are safe and without risk to delegates and employees of the Company. Any at risk areas must be clearly identified and marked by the client.

6. Delegate Requirements

Most courses begin with a classroom session. Delegates should wear suitable indoor clothing and footwear and bring a change of both for any outdoor practical training session, if applicable. No football colours are allowed during any training or testing within the Company premises. Delegates are required to supply their own personal safety equipment, suitable to the course they are attending. The Company is not liable for any loss or damage to delegate's property whilst attending the premises.

The consumption of alcohol and/or non-prescription drugs is not permitted during or immediately prior to training. The company will refuse to train any delegate who infringes this condition and they will be required to leave the premises. Any delegate who is undergoing a course of prescribed drugs must inform the Company, prior to any training, of the nature of the drug and any possible side effects. The Company may seek assurance that the training can take place without risk. The decision of the Company in relation to this is final.

Equipment owned by or leased to the Company must not be removed from the premises. The Company reserves the right to charge a delegate or their employer for any loss or damage to any equipment or property whilst attending a course.

Delegates must be punctual for all courses. Late arrival may result in the delegate being refused attendance to the course. The Company has no liability to issue a refund in this situation.

7. Applicable Law

Scottish Law shall apply and Scottish Courts shall settle any disputes. These terms and conditions do not affect any statutory rights available to the client.