

TRAINING AND CONSULTANCY SERVICES

STANDARD TERMS AND CONDITIONS OF TRADING

1. GENERAL

The Terms and Conditions of trade of VP plc and its operating division Groundforce Training (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on the Company includes or refers to other terms or conditions of contract then those shall not apply unless agreed in writing by the Company. No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing signed by a Director, the Secretary or Manager of the Company.

These terms and conditions will form the basis of all training contracts with the Company, unless otherwise specified in writing by the Company.

All reservations should be confirmed by the client to the Company in writing, and accompanied by an official purchase order or purchase order number.

These Terms and conditions are correct at the date shown above but the Company Reserves the right to vary them without notice. An updated copy if applicable will be supplied to the Client.

2. TRAINING COURSES - DELEGATES' REQUIREMENTS

Where the training being provided is other than theoretical, delegates must provide their own personal protective equipment as per the pre-requisites for the course. Suitable outdoor clothing is most appropriate for training.

Delegates must be physically fit to withstand the rigours of training, particularly in excavations. If there are any doubts relating to the fitness of delegates to undertake training, reference should be made to a G.P. The onus is entirely with the delegate to ensure his or her fitness to undergo training and the Company can not and will not accept any responsibility in this regard.

Equipment must not be removed from the training environment. Any damage caused by wilful misuse or misconduct will be invoiced to the client.

Certificates are awarded at the discretion of the trainer and only to those delegates who successfully complete the training. Certificates are NOT issued purely for attendance unless otherwise agreed prior to the course being carried out and in which case the certificates will be worded accordingly.

Delegates are required to be punctual at all courses and sessions. Delegates arriving late may be refused entry onto the course. The Client will be liable for all costs of the training where delegates arrive after the course has commenced and have been refused entry.

Consumption of alcohol is not permitted during training, nor should it be consumed immediately prior to training. If there is any evidence of such trainers are obliged to refuse to train the delegates.

3. CLIENT SUPPLIED INFORMATION

Should any information or data supplied to the Company for the preparation of the quotation prove to be insufficient or inaccurate the Company reserves the right to amend the quotation to cover any cost difference.

4. PRICES

Unless otherwise indicated written quotations remain firm for 30 days. The Company reserves the right to vary its standard prices, and its products and services which will be supplied at the Company's prices applicable at the time of delivery.

All prices are subject to Value Added Tax if applicable at the appropriate rate ruling from time to time

5. SETTLEMENT TERMS

Course fees for all public courses must be paid 14 days in advance of the start date. Payment may be made by Bacs, Credit/Debit cards at the time of booking or on receipt of invoice.

For customers with approved credit accounts, unless otherwise specified in the quotation or other agreement, invoices for goods or services should be paid within 30 days from the date of invoice. The Company reserves the right to charge interest at the rate of 4% per annum over HSBC Bank Plc base rate on the invoice price from the due date until the date the Company is in receipt of funds. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

The company reserves the right to re-allocate the course places to other delegates on the waiting list, if the fees are not paid on time.

6. HEALTH AND SAFETY

The Client shall use his best endeavours to ensure that any premises in which the Company's employees servants or agents may have to work are safe and without risk for them. All known risks must be clearly identified and marked by the Client.

7. CANCELLATION AND POSTPONEMENT

The Company reserves the right to charge a cancellation fee in respect of courses already confirmed. Notice of all cancellations or transfers must be in writing and the following terms apply: -

Public Courses

Cancellation 30 days or more prior to the course start date: No fees
Cancellation 29-22 days prior to course start date: 20% Service Charge
Cancellation 21 days or less prior to course start date: Full fee payable
Delegates who fail to attend for any reason: Full fee payable

In Company Courses

Cancellation 30 days or more prior to the course start date: No fees
Cancellation 29-14 days prior to course start date: 75% fee payable
Cancellation 13 days or less prior to course start date: Full fee payable

Substitute delegates will be welcome at any time before the course start date with no penalty charge.

If for any reasons beyond their control, the Company cancels a course without notice The Company will not be held liable for any costs incurred by the client as a result of such cancellations. Should it become necessary for the Company to postpone all or any part of a course, due to circumstances beyond their control, then mutually agreeable date will be chosen on which to complete the course. The Company will not be liable for any costs incurred by the client for such actions.

8. TRANSFERS

If within 14 working days of the original course date, a delegate wishes to transfer a booking to a later course, there will be an administration charge of 10% of the course fee. If the transfer is subsequently cancelled at any time, the full fee remains payable.

Whilst the company will do everything possible to accommodate the transfer request, all transfers are at the discretion of the Company and subject to places being available on the alternative course.

Only one transfer request per delegate is allowed, any subsequent transfer request will be treated as a cancellation and the full fee will become payable.

9. COURSE CONTENT

The Company consistently develop their training courses in line with awarding body criteria and evolving best practice and therefore reserves the right to make changes to the advertised course content without prior notice.

10. APPLICABLE LAW

English law shall apply and any dispute shall be settled by English Courts. These terms and conditions do not affect any statutory rights available to the client

