

Other Term & Conditions

By entering this agreement you understand and accept our full terms & conditions, a copy of which are provided below and are also available from our website.

1. ABOUT THESE TERMS AND CONDITIONS

- These terms and conditions (the '**conditions**') form the whole of our agreement with you when undertaking training with NFTS Commercial Ltd.
- In the Conditions '**we**' and '**us**' means NFTS; '**you**' and '**customer**' means the individual or organisation booking a course under these conditions; '**customer's site**' means the customer's premises or the site chosen by the customer for a course to be carried out. '**course**' means course/test/assessment for which the delegate is booked on; '**booking form**' means the course booking form, which is sent out to the customer, for which the customer signs to agree with the conditions, and return to us; '**delegate**' means an individual enrolled on a course by you; '**instructor**' means the person instructing/testing/examining/assessing the delegate; '**awarding body**' means the organisation that issues the course certification.
- The Conditions replace all other terms and conditions previously applicable and shall apply to any booking to the exclusion of any other terms and conditions.

2. COURSE ACCURACY & DELEGATE SUITABILITY

- On booking the course the customer is responsible for the accuracy of the type of course/machinery. Therefore we cannot be held responsible if the wrong course/machinery is selected and the course cannot continue.
- It is also the responsibility of the customer to make sure that the delegate is suitable and qualifies for the course that they are booked on.

3. COURSE DATES / PLACES

- Course Bookings shall only be accepted & confirmed by receipt of fully completed & signed booking form.
- Where this has not been done course dates/places shall not be guaranteed and these course dates/places may be offered to other interested customers – without prior notice.

4. PAYMENT

- All payments must be made in UK sterling (GBP).
- Payment in full must be made **at least seven days before** the course is due to start – unless otherwise agreed with us **in writing**.
- Payment shall be made payable to us by bacs, cheque or cash.
- All costs incurred from non-honoured cheques, plus an administration fee of £10, shall be charged to the customer.

5. INVOICING

- An Invoice, where possible, shall be sent to the customer on confirmation of the first listed course start date on the course booking form.

6. CANCELLATION / POSTPONEMENT BY US

- We reserve the right to cancel or postpone a course at any time without liability. In these circumstances, alternative date(s) or a refund will be offered.
- We cannot be held responsible for any course that is interrupted or postponed by adverse weather conditions that could potentially affect the safety of any delegates and/or instructors. However, we shall offer alternative course dates.

7. CANCELLATION BY YOU

- A refund of fees, less a cancellation charge (please see the table below), shall be made for written cancellations by you:

Notice Period	Charge Incurred
6 working days +	No Charge
3 to 5 Days	50% of course fee's
0 to 2 Days	100% of course fee's

8. COURSE POSTPONEMENT BY YOU

- Postponements of course requested with **7 days or less notice** prior to course commencement will be dealt with as per our 'Cancellation – Refund Policy' terms above
- Re-arrangement of course requested with 8 days or more written notice prior to course commencement no additional charges shall apply. However, this re-arrangement can only be made once, and must start no later than 3 calendar months from the original course start date.

9. DELEGATE SUBSTITUTIONS

- Substitutions will be accepted provided they meet the course prerequisite criteria.
- For NVQ's, delegates can only be substituted prior to the delegates NVQ induction. Additional registration charge shall apply.
- For all other courses there shall be no additional charge for substitute delegate(s).
- Please inform us in writing of any change to the original booking.

10. SPECIAL NEEDS

- Please notify us **prior to commencement of the course** if the delegate has reading and/or writing problems so that we may provide oral question sessions during the course.

11. ATTENDANCE

- Delegates must attend and complete all aspects of the course to be eligible for certification.
- We shall expect all delegates to arrive at least **15 minutes before** the course is due to start. Unfortunately, there will be a cut-off point for each course, after which we **will not** be able to accept late arrivals. This cut-off point varies from course to course.
- The **full costs** of the course shall be charged for delegates who **arrive late** or are **absent from all or any part of the course**, even when delegates are refused admittance due to lateness.
- In case of illness (excluding NVQ's) we are able to transfer delegates on to another course provided that we receive a medical certificate. For CPCS courses additional charges may apply.

12. COURSE CONTENT

- Our courses are constantly being updated and improved. We reserve the right to alter any of our courses without prior notice.

13. LANGUAGE

- All courses shall be conducted in the English language. Therefore all delegates should be fluent in the English language.

14. DELEGATE MINIMUM AGE

- a. Delegates should be a minimum of 16 years of age to qualify for the course.

15. MEDICAL HISTORY / HEALTH CONDITION

- a. On booking the course the customer must pass on in writing any information that may affect safety during any course.
- b. Where a delegate is undergoing a course of prescribed drugs they should inform us of the nature of the drug and any side effects. We may then seek assurance that the course can be carried out without risk. Our decision in relation to this is final.
- c. The customer is responsible for ensuring that all delegates are both physically and mentally fit to attend the course.
- d. Delegates must be capable of recognising potential hazards and of understanding the limitations of both personnel and equipment.

16. DELEGATE BEHAVIOUR

- a. Delegates shall comply with all reasonable rules and procedures in effect at the course venue, including but not limited to health & safety and security procedures.
- b. Delegates are not allowed to bring alcohol on to our premises.
- c. If we consider that a delegate is not adhering to our Equal Opportunities Policy such delegate may, at our sole discretion, be required to leave the course and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.
- d. If we consider that:
 - e. A delegate is under the influence of alcohol or illegal substances, is unsuitably dressed or is behaving in a threatening, abusive, or otherwise unacceptable manner; and/or
 - f. A delegate is a risk to the health and well-being of themselves, our staff and/or other delegates; and/or
 - g. A delegate's course attendance times are unacceptable; such delegate shall be required to leave the course and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.
- h. You agree to indemnify us in respect of any loss, damage or injury caused to the property belonging to us, our employees or any third party by the conduct, act or omission of a delegate.

17. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- a. Where the course involves practical session(s), delegates must bring hard hats, safety shoes or boots, industrial gloves, high visibility jackets and warm or wet weather clothing. As part of our safety policy, any delegate who fails to bring this basic work equipment will not be allowed to participate in any practical sessions.

18. COURSES HELD IN TRAINING CENTRES

- a. No smoking is permitted on our premises or that of partner sites.
- b. Specialised safety equipment, i.e. harnesses, will be provided by us, when necessary.
- c. Amenities (including drinks facilities) are available.
- d. Lunch can be provided for delegates participating on full day courses with prior arrangement.
- e. Joining instructions will be forwarded to the **customer** (and not to individual delegates) before the course date. It is the responsibility of the **customer to ensure that delegates are fully briefed** and made aware of these instructions and all course requirements, before attending the course.

19. COURSES HELD ON THE CUSTOMER'S SITE

- a. We must be made aware of in writing, any site inductions (or any other requirements) required for our instructors (or representatives of the course awarding body on an announced or unannounced visit) to gain access to the site, at least 7 days before the course is due to start.
- b. We reserve the right to cancel courses in the event that the customer's personnel, site and/or equipment do not meet the necessary requirements laid down by the course awarding body and/or current legislation/regulation/Approved Code of Practice (ACOP). In the event of such a cancellation shall be charged with the full course fees.
- c. A suitable clean room must be allocated for classroom sessions, with power points available and suitable lighting.
- d. A safe, clear training/assessment area, away from the main activities of the company, with cones and suitable equipment to be used as training aids (i.e. loads, digging area etc.)
- e. Serviceable machinery/equipment, in good working order, with documentation to substantiate this fact (i.e. copy of thorough examination/LOLER certificate)
- f. All onsite courses are subject to the relevant awarding body's own onsite requirements – specific to the type of course – these will be attached with this document if applicable. If you have not received these specifications then please phone on the below phone number and we will resend them.
- g. If during the course any non-intentional damage is caused to property or equipment by delegate then we cannot be held responsible for this.

20. NVQ's

- a. No training is involved with an NVQ – just an assessment.
- b. Delegates will need to bring his/her CV, copy of the delegates company's health & safety policy statement, copy of his/her CPCS card and any other relevant certifications. The instructor will need to see proof of original certification before accepting them as evidence in the delegates NVQ portfolio.
- c. Copies of other documents, appropriate to the category of plant for which the delegate is being assessed on, may be required, i.e. method statements, lift plans, job sheets, work instruction sheets, pre use check sheets etc.
- d. Site visits are to be held on the customer's premises or the site of where the delegate is working on.
- e. The instructor shall carry out an observation of the delegate carrying out his/her duties on the category of plant for which he/she is being assessed on. This must not be simulated.
- f. At the beginning of the first site visit an NVQ induction shall be carried out in a quiet room, away from work activities. This normally takes about an hour in duration.
- g. For evidence purposes, the instructor will bring along a camcorder and/or camera to observe the delegate.
- h. A professional discussion shall be carried out between the instructor and the delegate. This is to be voice recorded using a digital voice recorder.
- i. It is the responsibility of the customer to make sure that the required permits are in place beforehand to allow the instructor bring a camera, camcorder, and voice recorder on to site.

21. PHOTOGRAPHS

- a. For courses where photo-licences are to be issued we will require photographs of each delegate. These must be of a clear head-shot (without headwear) taken against a clear backdrop.
- b. We will take a digital photograph of each delegate.

22. TEST RESULTS

- a. When requested we shall provide a copy of the delegates course test results, where applicable.

23. CERTIFICATION

- a. We reserve the right **not** to apply for/issue certification **until we have received payment in full**.
- b. Certification shall be sent to the customer, at the address specified on the booking form – unless otherwise advised in writing.
- c. Certification shall be sent out by Royal Mail 'Signed for' delivery.
- d. We will not be held responsible for certification that has been sent to the customer and has since gone missing in the post.
- e. Any delay in issuing of certification by the awarding body is beyond our control, although we will endeavour to provide all certification as soon as possible. Provisional licences and/or covering letters will be provided where appropriate in these cases.

24. COPYRIGHT

- a. We reserve proprietary rights on all course notes and material provided for a company or delegate and no part of any course notes or material may be reproduced or transmitted in any form or by any means electronic mechanical photocopying recording or otherwise or stored in any retrieval system of any nature without our prior written permission.

25. INFORMATION / DATA PROTECTION

- a. We are registered with the Information Commissioner's Office (ICO), our registration reference is Z244723X, and we comply with the Data Protection Act 1998.
- b. Our Data Protection Statement is available to read on request. This shall be communicated to each delegate at the beginning of each course.
- c. We require personal details of each delegate before we can issue certification. This includes: full name, address (including postcode) and date of birth.
- d. Where required, information shall be supplied to the relevant awarding body(s).
- e. We may contact you by phone, post or by email to provide you with information on and/or promotions from our company. Please note, no information shall be passed onto any third parties, unless otherwise agreed with you in writing.
- f. If you do not wish to receive any information or promotions from us then please place this in writing to the below address, made for the attention of the Office Manager.

26. LIABILITY

- a. Nothing in this agreement is intended to limit liability for death or personal injury caused by our negligence.
 - b. Subject to clause 28a we shall not be liable to you:
 - c. For any indirect, special, or consequential loss of any nature whatsoever; or
 - d. For any loss of profits, loss of income, other economic loss, loss of business, loss of contracts, loss of goodwill, loss of data, administrative inconvenience or disappointment; or
 - e. Where performance of any obligation to you is prevented or impeded by any circumstance or cause beyond our reasonable control including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
 - f. Subject to clause 28a, our liability to you in contract, tort or otherwise is limited to the cost of the course.
 - g. We accept no liability for any reliance placed upon the contents of any course literature supplied. The said material is intended for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances.
 - h. We are not liable for any loss or damage caused to a delegate's vehicle on our premises unless caused by our wilful misconduct.
 - i. We shall not be liable to a delegate for any loss or damage to property caused by the misconduct or negligence of a delegate, caused by an event outside our reasonable control or where the delegate remains in exclusive charge of the property concerned.
- Delegates are recommended to have insurance in place to cover loss, damage, or theft of their personal effects and money.

28. GENERAL

- a. A person who is not party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any remedy of a third party that exists or is available apart from that act.
- b. If any part of the conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the conditions will not be affected.
- c. The Agreement between us and the customer shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us and the customer.

29. HOW TO CONTACT US

- a. You can contact us by phoning us on 01482 644855 or emailing info@nationalsafetytraining.co.uk or by post to National Safety Training, 64 Scarborough Street, Hull HU3 4TG. Our office hours are 0830 to 1630 Monday to Friday, excluding public holidays (In England & Wales) and our Christmas shutdown