

# TERMS AND CONDITIONS FOR TRAINING COURSE

## 1. TRAINING SERVICES AND LOCATION

1.1 Fire Protection Services Ltd shall provide the training course on the date(s) for the Training Course and in accordance with these terms and conditions.

1.2 On successful completion of the Training Course, the Delegate will be presented with a Certificate of Attendance and copies of course material and appropriate product documentation.

## 2. TRANSFERS, CANCELLATION AND POSTPONEMENT

2.1 If a Delegate identified in a Booking Form or a Proposal wishes to cancel or transfer to another course, the following fees shall be due:

Days notice of cancellation / transfer prior to the commencement of the Training Course	% of Charges to pay
26 days or more	0%
16-25 working days	50%
15 working days or less	100%

2.2 A substitute Delegate may be provided at no additional cost.

2.3 Notification of any cancellation or transfer must be made in writing to the Training Manager at Fire Protection Services Ltd, 19 Brithwen Road, Waunarlwydd, Swansea, SA5 4QS.

## 3. DELEGATES

Delegates shall act reasonably throughout the training. Fire Protection Services reserve the right to remove a Delegate from a course, where, in the opinion of the Trainer, the Delegate is behaving unreasonably.

## 4. CHARGES AND PAYMENT

4.1 Full payment becomes due 30 days prior the course training date and final confirmation of your booking is only recognised by us at this point. For bookings made within 30 days of the course date, payment becomes due immediately and final confirmation of your booking is only recognised by us at the point of receipt.

4.2 The Client shall pay the Charges without deduction or set-off.

4.3 Sums due under the Terms & Conditions are inclusive of VAT which shall be payable by the Client.

4.4 In the event the Client fails to make payment in accordance with the Terms & Conditions their booking may be cancelled and may be re-allocated to other clients.

## 5. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of the Terms & Conditions, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with the Terms & Conditions to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of the Terms & Conditions.

## 6. WARRANTY

Fire Protection Services Ltd warrants that in carrying out the Training it has and will exercise all reasonable skill and care to be expected of a trained trainer experienced in such work.

## 7. DATA PROTECTION

7.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Fire Protection Services Ltd at all times to perform the Training Course without infringing any third party rights. Fire Protection Services Ltd shall not be liable to perform the Training Course to the extent it is unable to due to a breach of this Clause.

7.2 Fire Protection Services Ltd warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Client and further, that it has in all respects complied with its obligations under the Data Protection Act and any amendments to or re-enactments thereof.

## 8. HEALTH AND SAFETY

The parties shall comply with all applicable health and safety legislation and codes of practice.

8.1 The Client will be advised prior to the training of any Health & Safety requirements pertaining to the training (e.g. personal protective equipment) and the Client will be required to comply with such requirements.

**9. ASSIGNMENT**

These Terms & Conditions are personal to the Client and may not be assigned by the Client in whole or in part.

**10. FORCE MAJEURE**

Neither party shall be responsible for any failure or delay in performance of its obligations under the Terms & Conditions (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of licence (other than as a result of any act or omission of Fire Protection Services Ltd) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

**11. TERMS & CONDITIONS AMENDMENTS**

Any amendments to the Terms & Conditions shall be in writing.

**12. EFFECTIVENESS**

The Terms & Conditions shall be effective upon signature by the parties.

**13. THIRD PARTIES**

Third parties have no rights under the Contracts (Right of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of the Terms & Conditions.

**14. LAW**

The Terms & Conditions shall be construed in accordance with English Law and the English Courts shall have sole jurisdiction