

PREMIER ASBESTOS TRAINING LTD Venue Course Terms and Conditions

These Standard Terms and Conditions are the agreement made between the party purchasing training services (hereinafter referred to as the Client) and **PREMIER ASBESTOS TRAINING LIMITED**. These Terms and Conditions are set out below:

1. Payment for training course bookings must be made 7 clear days before the course start date, unless other arrangements and terms have been agreed in writing.
2. Cancellations or amendments to bookings **must be received by PREMIER ASBESTOS TRAINING LIMITED, in writing** 7 clear days before the course start date. **Please note:** It is always the responsibility of the client to ensure that **PREMIER ASBESTOS TRAINING LIMITED** have received and acknowledge receipt of any cancellation / postponement. Where the client has not received an acknowledgement from the company, it may be considered that the bookings still stand and payment is due from the client, in full.
3. In the case of cancellation made less than 7 clear days before the course start date and/or non-attendance by the client without prior notification. **PREMIER ASBESTOS TRAINING LIMITED** reserve the right to mitigate their loss by making a liquidated damages claim, based on their loss of income for the sale of the training place, any additional paid for facilities, amenities or accommodation, plus a pro rata charge for administration in dealing with the cancellation booking. If monies have been paid on account, **PREMIER ASBESTOS TRAINING LIMITED** reserve the right to contra charge the above liquidated damages claim against all or any client monies held.
4. Whenever **PREMIER ASBESTOS TRAINING LIMITED** provides courses on behalf of external organisations and examination bodies, **PREMIER ASBESTOS TRAINING LIMITED** acts as an agent only and the Client will be subject to their Terms and Condition, particularly in respect of course syllabi, examinations, assessments and certification. **PREMIER ASBESTOS TRAINING LIMITED** has no control over the decisions of external bodies and is unable to make decision or rulings affecting them.
5. All training bookings will be subject to the Late Payment of Commercial Debts (Interest) Act 1988. Interest (at Bank of England Base rate + 8%) will be charged on any amounts owed but not paid 7 clear days before the course start rate, including any liquidated damaged claim as set out in Para. 3 above.
6. **PREMIER ASBESTOS TRAINING LIMITED** reserves the right to withhold the Clients' training certificates until payment is made in full, including any late payment interest due and liquidated damages. Any external charges made to recover outstanding invoices will be passed on to the client.

7. All bookings are accepted subject to the condition precedent that:-
- a) The minimum number of candidates required for the training course to proceed are enrolled and paid up at least 7 days before the course commencement date, or as agreed in writing. In the event that the minimum number of candidate are not so enrolled and paid up, the client will be offered:
 - i) Either the option of enrolling on an alternative course if one is available which is suitable
 - ii) Or a refund of the fees paid
 - b) Other circumstances beyond our control have not occurred including:-
 - iii) Unexpected illness or change of tutor
 - iv) Extreme weather conditions
 - v) Transport breakdowns or delays
 - vi) Acts of God

The client should telephone 7 days before the course to ensure it is scheduled to proceed on the planned date. **PREMIER ASBESTOS TRAINING LIMITED** reserves the right to substitute Tutors without prior notification, wherever required, i.e. in the case of illness and/or in order to maintain its obligations under these terms and conditions.

8. Postponement of training will be allowed at the discretion of **PREMIER ASBESTOS TRAINING LIMITED**; however postponed courses must still be paid for in full 7 clear days before the original booked course start date, or other arrangements have been agreed in writing. **PREMIER ASBESTOS TRAINING LIMITED** agrees to hold its price at the original amount invoiced for a period of 3 months from the date of the original booking except where external costs have increased, i.e. increased cost of air fares, etc. In any event postponed courses covered must be rearranged and the training delivered within 4 months of the originally booked training dates.
9. It is the responsibility of the Client to inform **PREMIER ASBESTOS TRAINING LIMITED** of any delegate's learning difficulties, inability to participate in any physical elements of the course, or associated activity, no later than 7 clear days prior to the training course start date.
10. Beyond its statutory legal liabilities, **PREMIER ASBESTOS TRAINING LIMITED** will not be held responsible for any death, injury or incapacity to any course delegate as a consequence of the delegate not being fit or able to participate in the course or associated activities.
11. **PREMIER ASBESTOS TRAINING LIMITED** are not in the position to supervise work undertaken by individuals after participation in a training course and **PREMIER ASBESTOS TRAINING LIMITED** will not be held liable for any breach of statutory regulations, HSE guidance notes or Approved Codes of Practice on the part of its Clients or their employees. **PREMIER ASBESTOS TRAINING LIMITED** reserves the right to abort any course at its discretion or refuse to any delegate where it is determined that the trainee/s clearly fail to meet the standards requirements for the level of training to be undertaken in terms of knowledge, ability and basic understanding of the subject matter. In these circumstances

the aborted course will be treated as cancelled by the Client, and cancellation charges (Clause 3) will apply.

12. **PREMIER ASBESTOS TRAINING LIMITED** reserves the right to remove any delegate from its course at its own discretion for reasons of foul, abusive, disruptive language or behaviour, for reasons of health and safety, or for any other activity or behaviour deemed as inappropriate or unsafe. In such cases the individual(s) and their employees will be informed and the situation will be treated as a booking that has been cancelled by the client. Cancellation charges (Clause 3) will apply.

13. **PREMIER ASBESTOS TRAINING LIMITED** also reserves the right, in exceptional circumstances, to abort any in-House training course where the client has clearly failed to provide suitable facilities for the training to be undertaken. This can relate to either/and/or the non-supply of a room in which the training course can be held, the size of the room being completed unsuitable for the number of personnel to be trained, unhygienic conditions in the room to be used for training purposes, and the non-supply of basic facilities to meet normal health and safety requirements. This condition may also apply where the client has not/is not willing to supply previously requested equipment necessary for the training to proceed or supply reasonable refreshments where requested. In such cases the client company will be informed and the situation will be treated as a booking that has been cancelled by the client. Cancellation charges (Clause 3) will apply.

PREMIER ASBESTOS TRAINING LIMITED In-House Training Standard Terms and Conditions

1. The Terms and Conditions detailed herein are general in nature and refer to all works, regardless of type carried out, or to be carried out, by PREMIER ASBESTOS TRAINING LIMITED, or any of the subcontract consultants, unless otherwise stated in the quotation for such works.
2. Work quoted for will be carried out following the receipt of a client order by PREMIER ASBESTOS TRAINING LIMITED. Verbal orders will be acted upon following the return of **PREMIER ASBESTOS TRAINING LIMITED** official order confirmation. The Client will need to supply a company Purchase Order or statement in writing (via e – mail) to confirm a definite booking.
3. The Client must provide their full Invoice address including postcode, full Venue address for the training, start time for the training and a contact name and telephone number.

PAYMENTS

4. All prices quoted by **PREMIER ASBESTOS TRAINING LIMITED** with a view to undertaking a contract, are exclusive of VAT.
5. All works will be invoiced subject to the same terms of section 5 of this document.
6. Payment must be received before any training courses commence, unless otherwise agreed in writing. Important Please Note :
 - i. Certificates will not be provided until payment has been received via either BACS Transfer or a cheque and funds will need to be cleared.
 - ii. The client cancels the agreed booking **PREMIER ASBESTOS TRAINING LIMITED** reserves the right to charge a levy of 50% of the proposed works if cancelled within 7 days of the work, less that 7 days will result in the full agreed sum being charged.
7. **PREMIER ASBESTOS TRAINING LIMITED** reserve the right to request part payment for works carried out, such as the preparation of training material, if any non-payment of invoice is received within the stated times above.
8. **PREMIER ASBESTOS TRAINING LIMITED** reserve the right to charge interest on the full invoice value of any overdue or non-payment invoice during dispute at a weekly rate of 6% above current base rate. Any external charges made to recover outstanding invoices will be passed on to the client.
9. **PREMIER ASBESTOS TRAINING LIMITED** reserves the right to adjust prices quoted in its literature or on its web - site if necessary, after a 90 day period from publication of such literature; this will not affect fees already paid.

IN HOUSE COURSES (CLIENTS VENUE)

10. The client agrees to provide an adequate training room for the number of delegates to be trained. Where the course requires an examination, the client must ensure the room is suitably sized to accommodate an exam room layout, failure to ensure this may result in non-examination at the client's expense. The Client must provide a pen and writing material for each of their delegates attending the course. The Client must also provide a parking space for the Trainer throughout the duration of the training.
11. All audio and visual equipment will be provided by **PREMIER ASBESTOS TRAINING LIMITED**, the client must provide a screen or wall to project on to, along with suitable power points for the tutors use.
12. Course fees include tuition, course notes, and all expenses incurred by **PREMIER ASBESTOS TRAINING LIMITED** employees, i.e. overnight and travel expenses.
13. Examination or Certificate courses – results will be conveyed to the course Contact and certificates issued to same, unless otherwise requested.