

# **CMW Training Solutions**

## **Conditions of Contract for the provision of Training Services**

### **Definitions**

In these Conditions the following words shall have the following meanings:

"The Company" means CMW Training Solutions

"The Client" means any person(s), firm, company or body contracting with The Company for any training services.

"Conditions" means the standard conditions of contract set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Client.

### **1. The Training services**

- 1.1 The Company undertakes to provide training services that it believes meet the client's requirements. Qualified personnel will be assigned as appropriate to ensure that the services are performed with due skill, care, diligence and prudence.
- 1.2 The number of trainees must not exceed the number stated on the booking form.
- 1.3 Unless expressly agreed otherwise, with the client:
- 1.4 The Company shall be entitled to subcontract an accepted order to third parties to ensure compliance with clause 1.1.
- 1.5 All courses are delivered solely in English and all trainees must be sufficiently proficient in English language before attending a course. Where this is not the case, the client is responsible for providing adequate translation services.
- 1.6 A certificate of course completion will only be awarded to trainees who complete the training to the satisfaction of the Company. All certificates remain the property of the Company until payment has been received.
- 1.7 Every trainee booked for the training session is required to be punctual. Late arrivals are only admitted at the discretion of the Company and may be refused which in-turn will result in the course costs being invoiced in full to the Client.
- 1.8 The Company reserves the right to refuse entry to any trainee without the personal protective equipment appropriate for the course and charge the Client in full as per the cancellation terms in clause 7.4

### **2 Bookings**

- 2.1 A booking for a training course is effected by completing and submitting the online booking form or by an email confirming in writing the date, time and title of the course. The booking form can be downloaded from the Company's website or can be requested from our Head Office as an email attachment.
- 2.2 Telephone bookings may be accepted at the Company's discretion, subject to email confirmation.

### **3. Training Venue and equipment**

- 3.1 Unless otherwise agreed in writing, all training services are to be provided at a site provided by the Client.
- 3.2 The Client will provide the Company with the following facilities and materials: suitable rooms or space for the provision of both practical and theoretical elements of the training; suitable electrical outlets; screen, projector and any work-related equipment required during the training session.
- 3.3 The Client is responsible for ensuring that trainees wear protective safety equipment that is clean and in good working order, as appropriate to the training course. It is the Client's responsibility to ensure that the trainees are familiar with the safety equipment unless its safe use is covered within the course material. The Company will not accept any responsibility for trainees being unable to participate in any training programme due to any breach of this term.
- 3.4 With the exception of safety responsibilities that are clearly the responsibility of the Company when providing training, all safety responsibilities lie with the Client.
- 3.5 The Client is responsible for ensuring that any trainee participating in the training is suitably fit and that any trainee undergoing a course of prescribed drugs is able to participate in the training without risk.
- 3.6 The Client shall ensure that all facilities and equipment comply with applicable health and safety regulations.
- 3.7 The Company shall observe any instructions issued by the Client relating to services provided on-site, providing that a written copy of such regulations is supplied by the Client to the Company at least 3 working days prior to the training services being provided. This includes any requirements of the Client as to security while at the Client's premises and when entering and leaving such premises.

### **4. Intellectual Property**

- 4.1 All course materials are copyright of the Company and may not be reproduced in any form or media without the express written permission of the Company.
- 4.2 The Company reserves the right to adjust the content of any course to reflect any new developments.

### **5. Fees**

- 5.1 The training fees quoted by the Company include training and documentation.
- 5.2 Unless otherwise indicated, the booking fee includes travel within a 30-mile radius of our Head Office. Excess travel will incur a charge to be confirmed at the time of booking.
- 5.3 Unless otherwise indicated, written quotations are valid for 30 days from the date of the quotation.
- 5.4 Any preferential price agreements are only valid for the period specified and are subject to payment in accordance with Clauses 6.1 to 6.5 inclusive.
- 5.5 Fees are exclusive of Value Added Tax or any other taxes applicable in the country in which the services are performed.

## **6. Payment**

- 6.1 The Company reserves the right to charge a deposit or to require payment of the entire course fee at the time of booking.
- 6.2 Payment must be made within 30 days of the date shown on the invoice. Late payment will incur interest at 8% over the Bank of England Base Rate (as applicable on the 31<sup>st</sup> December or 30<sup>th</sup> June immediately prior to the invoice date).
- 6.3 Any discount or preferential price agreement offered to preferential clients is offered at the discretion of the Company and subject to prompt payment. Late payment will incur an additional charge equal to any prompt payment discount or preferential price agreement shown on the invoice.
- 6.4 The Company reserves the right to levy any additional charges that the Company may be able to claim under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.5 Bank transfer is the most efficient and cheapest form of making payment. Details of the Company's bank are supplied on the invoice for this purpose.

## **7. Cancellation**

- 7.1 The Company reserves the right to cancel any training course (for example through trainer sickness, minimum numbers not being attained, force majeure), the Company will notify the Client as soon as possible and offer an alternative course date or a full refund of any fees paid in advance. The Company cannot accept liability for any consequential costs or losses arising from such cancellation but at its discretion, the Company may offer a discount on the replacement booking.
- 7.2 Bookings may be cancelled or rearranged by the Client free of charge, provided that written notice is received within 5 working days.
- 7.3 A cancellation charge of 50% of the agreed course fee will apply to cancellations notified in writing by the Client between 2 and 5 working days prior to the course start, unless waived at the sole discretion of the Company.
- 7.4 Any booking not cancelled by the Client within the time limits set out in clauses 7.2 and 7.3 will be subject to full fees, which may only be waived at the discretion of the Company
- 7.5 Any actual travel or accommodation costs incurred by the Company for any confirmed booking that is cancelled by the Client will be charged to the Client.

## **8. Exclusion of liability**

- 8.1 The Company's total liability for any loss or damage shall not exceed the price payable for the services, except in cases of direct physical damage to the Client's property, personal injury or death where such damage, injury or death is directly caused by the Company.
- 8.2 The Company does not accept responsibility for indirect or consequential damage or loss including but not limited to: loss of profits; loss of revenue or loss of goodwill.

## **9. Insurance**

- 9.1 The Company's training personnel are covered by appropriate Professional Indemnity Insurance in relation to performance of the service.
- 9.2 Any other necessary insurance cover for any risks involved in relation to the supplied services performed at the Client's site, whether for the Company's personnel and/or subcontractors or the Client's personnel, are the responsibility of the Client.

## **10. Data Protection**

- 10.1 Except where otherwise agreed, the Client is the Data Controller and the Company is a Data Processor.
- 10.2 The Company will only process Personal Data in accordance with the Client's instructions, as notified to the Company in relation to the provision of the services
- 10.3 The Company will only process Personal Data to the extent, and in such manner, as is necessary for the provision of the training services and recording of attendance and certification, or as is required by Law or any Regulatory Body.
- 10.4 The Company may use the Client's contact details to inform the Client about new courses and special offers. The Client should inform the Company in writing if it does not wish to receive such correspondence.

## **11. Force Majeure**

- 11.1 Neither the Company nor the Client shall be in breach of this contract if there is any total or partial failure of performance by either party of its duties and obligations under this contract occasioned by any form of government intervention, fire, flood, any disaster relevant to the training or breakdown of plant or any other cause beyond its reasonable control.

## **12. Validity of Provisions**

- 12.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

## **13. Amendment**

- 13.1 No addition, alteration or substitution of these Conditions will bind the Company or form part of the contract unless and until accepted in writing by the Company's authorised representative.
- 13.2 If any document placing an order on the Company by the Client includes or refers to terms and conditions of contract other than these Conditions it shall not apply unless agreed in writing beforehand by the Company's authorised representative.

#### **14. Law and dispute resolution**

- 14.1 This contract shall be subject to the Law of England and Wales.
- 14.2 Each party hereby agrees that jurisdiction for the resolution of any dispute shall be in the Courts of England and Wales.
- 14.3 In the event of any dispute or difference in connection with the performance of the services, the parties shall seek to resolve the dispute or difference amicably by further consultation and negotiation in good faith. If agreement cannot be reached by this method and both parties further agree, the dispute or difference shall be referred to an alternative dispute resolution procedure (ADR) recommended by the Centre for Dispute Resolution, London (CEDR). If either party elects not to pursue ADR, both parties shall submit to the jurisdiction of the courts of England and Wales.