

## UK Asbestos Specialists 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 UK Asbestos Specialists 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.
2. Cancellations or amendments to bookings **must be received by UKASL, in writing** 15 clear days before the course start date. **Please note:** It is always the responsibility of the client to ensure that UKASL have received and acknowledged receipt of any cancellation/postponement. Where the client has not received an acknowledgement from the company, it may be considered that the booking still stands and payment is due from the client, in full.
3. In the case of cancellations made less than 15 clear days before the course start date and/or non-attendance by the client without prior notification, UKASL 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 cancelled booking. If monies have been paid on account, UKASL reserve the right to contra charge the above liquidated damages claim against all or any client monies held.
4. Whenever UKASL provides courses on behalf of external organisations and examination bodies, UKASL 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. UKASL has no control over the decisions of external bodies and is unable to make decisions 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 date, including any liquidated damages claim as set out in para. 3 above.
6. UKASL 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. In the event that the minimum number of candidates 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. UKASL 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 UKASL, however postponed courses must still be paid for in full 7 clear days before the original booked course start date. UKASL 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 must be rearranged and the training delivered within 6 months of the originally booked training dates.
9. It is the responsibility of the Client to inform UKASL 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. Lunch and refreshments are provided on all open courses, and it is the client's responsibility to advise UKASL of any food or other associated allergies.
10. Beyond its statutory legal liabilities, UKASL 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. UKASL are not in the position to supervise work undertaken by individuals after participation in a training course and UKASL 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. UKASL reserves the right to abort any course at its discretion or refuse entry to any delegate where it is determined that the trainee/s clearly fail to meet the standards required 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. UKASL reserves the right to remove any delegate from its courses 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 employer will be informed and the situation will be treated as a booking that has been cancelled by the client. Cancellations charges (Clause 3) will apply.
13. UKASL 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 room being completely 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 client company will be informed and the situation will be treated as a booking that has been cancelled by the client. Cancellations charges (Clause 3) will apply.