

### 1 General

- 1.1 The terms and conditions of trade of the JP Enterprises (hereafter called the ‘Company’) covering the supply of training services are contained herein.
- 1.2 Orders to the Company for the supply of training services are only accepted subject to these terms and conditions. If any document placing an order on the Company includes or refers to other terms and conditions of contract then these shall not apply unless agreed to in writing by a Partner of the Company.
- 1.3 No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing and signed by a Partner of the Company.
- 1.4 These terms and conditions will form the basis of all contracts with the Company, unless otherwise specified by the Company.
- 1.4.1 The Company accepts orders for training through its website(s), by telephone and by email. In placing an order with the Company, the client is deemed to have accepted the terms and conditions as contained herein.
- 1.4.2 These terms and conditions are available in writing on request and printed on the Company website and all clients will be informed of these terms and conditions in writing or by email.
- 1.5 These terms and conditions are correct at the date shown on the relevant course booking documentation and the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if applicable or on request.
- 1.6 These terms and conditions are applicable to contracts formed with clients and / or individuals engaging the Company (either as agent or principal) in the provision of training services. These terms and conditions do not cover any contract, relationship or engagement with any person, freelance or body employed by the Company or engaged to perform services on behalf of the Company.
- 1.7 Terms and conditions covering the terms of trade for the engagement of freelance training instructors and/or other principal training companies (where the Company is acting as agent) are available on request and will be provided to any person and/or organisation for which these terms relate.

### 2. Contract Formation and Right to Cancel

- 2.1 The Contract Start Date shall be defined as either the day on which the Company accepts payment for training services or when it receives an official order to supply training services from the client. Whichever date is the earliest shall be defined as the Contract start date.
- 2.2 Subject to a consumers’ “right to cancel” under the Consumer Protection (Distant Selling) Regulations 2000, cancelled or postponed Contracts may incur a cancellation fee (see 7.2)
- 2.3. If the Consumer Protection (Distant Selling) Regulations 2000 apply, clients have the right to cancel this contract without any liability within 7 days of the Contract start date, provided that Services have not commenced and are not due to commence within this period.
- 2.4 All complaints and claims relating to Contracts with the Company must be received in writing to [info@hse-trainingconsultancy.co.uk](mailto:info@hse-trainingconsultancy.co.uk) and within 14 days of the Contract start date. The Company will respond to all complaints within 30 days of their receipt.
- 2.5 All clients will receive by email, the required mandatory information about the Company as set out under the Provision of Service Regulations 2009

### 3. Training Course Requirements

- 3.1 All delegates must have a Good understanding of spoken and written English, and will need to provide a valid ID on the first day of the course, such as a copy of a current in date passport or driving licence.
- 3.2 Where the training being provided is other than theoretical or classroom based, delegates must provide, unless previously agreed by the Company, their own overalls, safety helmets, protective gloves, safety footwear, waterproof clothing, safety glasses/visor, ear defenders and any other personal equipment required to undertake the course. It is the delegates responsibility to ensure they are conversant with what equipment they are personally required to provide and the Company will bear no responsibility for delegates being unable to participate in any training program because of any shortfall or equipment omission.
- 3.3 Where the training being provided is other than theoretical or classroom based, delegates must be physically capable of withstanding the rigors of training. If there are any doubts relating to this, the Company may refer the delegate to a GP at no cost to the Company. The onus is entirely with the delegate to ensure his or her fitness to undergo training and the Company does not accept any responsibility in this regard.
- 3.4 Equipment owned by or leased/lent to the client must not be removed from the training environment. Any damage to Company equipment or property caused by delegates will be invoiced to the relevant client.
- 3.5 Certificates are awarded at the discretion of the Company, and only to those who successfully complete the training satisfactorily. At the discretion of the relevant trainer, delegates that have failed any element of the training may be allowed to complete the training course although this will still result in a failure and the delegate will be required to re-take the entire course and pay the applicable fee. Delegates are required to be punctual at all courses and at all sessions.
- 3.6 Where training is carried out not on Company premises, all relevant public liability and other insurances must be provided for by the site owner and/or client and the Company does not accept any liability in this regard.
- 3.7 The client must ensure that training carried out at locations as specified by them has adequate room in which to carry out both the practical and theoretical elements of the training. The Company reserves the right to and will charge 100% of the training fee for sub-standard or inadequate premises and/or equipment. This includes but is not exhaustive to: – inclement weather and where there is no alternative indoor space, in which to carry out the practical training; A designated room with enough space to seat all the delegates; short, dangerous and/or inappropriate training equipment.
- 3.8 Where training is carried out on client premises, the Company reserves the right to fill the respective course with delegates from other client organisations up to the maximum amount recommended for any given training course. Details of maximum delegate numbers are available from the Company on request. No discount or reduction in price will be applicable in this regard.
- 3.9 Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed immediately prior to training. The Company will refuse to train any delegates who infringe this condition and will require them to leave Company premises. Where a delegate is undergoing a course of prescribed

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drugs they should inform the Company of the nature of the drug and any side effects. The Company may then seek assurance that training can be carried out without risk. The decision of the Company in relation to this is final.

3.10 Unless otherwise agreed beforehand in writing, the registration and issuing of certification and/or accreditation will only be recognised and delivered by the Company once payment from the client has been received and paid in full.

### 4. Prices

4.1 Unless otherwise stated, all prices are exclusive of VAT, the total price of the training will be invoiced prior to the training date and this will show the VAT payable. VAT will be charged at the rate current at the time of due payment.

4.2 The prices quoted are correct at the date of publication. Prices may vary due to demand and availability and the Company reserves the right to adjust prices at any time and without notice.

### 5. Settlement Terms

5.1 Unless otherwise agreed, payment for all training booked and confirmed by the client must be made prior to the training course booked taking place. Payment can be made by Bank Electronic Transfer or by cheque. Credit terms by prior arrangement only.

5.2 All training courses booked will state the relevant registration, administration and certification fees which are to be paid for on or before the first day of the training course.

### 6. Health and Safety

6.1 Where training is carried out on Company premises, all delegates must conform to and comply with the Health and Safety Policy as laid down by the Company from time to time. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.

### 7. Cancellation and Postponement

7.1 The Company reserves the right in its absolute discretion and without further liability to change dates, times and venues or cancel an event; in the case of cancellation all monies will be refunded. The Company's events are constantly updated and improved and the Company reserves the right at any time and without notice to alter content and to change trainers or tutors.

7.2 The Company reserves the right to charge a cancellation/postponement fee in respect of contracts that are cancelled or postponed by the client. The following refunds will be made in the event of cancellations/postponements prior to course start date:

- More than 21 Days – Full refund
- 10 – 20 Days – 75% refund
- 6 – 9 Days – 50% refund
- 1 – 5 Days – no refund

7.2.1 (This time period does not include any weekends)

7.3 Cancellation fees do not apply if the Client is exercising their right to cancel under the Consumer Protection (Distant Selling) Regulations 2000; namely that the client is a consumer and not a business and is cancelling the contract within 7 days of the Contract Start Date, provided that Services have not commenced and are not due to commence within this period.

7.4 Should it become necessary for the Company to postpone all or any part of a course or other work due to circumstances beyond their control, a mutually agreeable date will be selected on which to complete the work. The Company will not be liable for any costs incurred by the client for such actions.

### 8. Applicable Law

8.1 No waiver by us or any breach of the Contract by you shall be considered as a waiver or any subsequent breach of the same or any other provision.

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

8.3 The Contract shall be governed by the laws of England and Wales.

8.4 Any dispute arising under or in connection with these Terms shall be subject to the Jurisdiction of the United Kingdom Courts.

8.5 These Terms do not affect any consumer rights contained in the Unfair Contract Terms Act 1977 or any statutory modification of them.

### 9. Force Majeure

9 The Company shall not be liable to the Client or be deemed to be in breach of Contract by means of any delay in performing or failure to perform any of the Company's obligations in respect of the Services if the delay or failure was due to any cause beyond the Company's reasonable control.