EUROSAFE SOLUTIONS LTD - TERMS & CONDITIONS OF SALE FOR TRAINING SERVICES

**1. BASIS OF SALES**

These Terms and Conditions shall come into effect upon receipt of the completed Eurosafe Solutions Ltd (hereby referred to as ESL) booking form. Where these terms conflict with our standard Terms and Conditions, these terms shall prevail.

**2. SUPPLY OF TRAINING**

2.1 All contracts are formed pursuant to a request for a place on an ESL course made using this Booking Form shall be subject to our standard Terms and Conditions and the terms set out herein.

2.2 ESL reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and ESL shall notify the Customer in any such event.

2.3 ESL shall use reasonable endeavours to supply the Training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training Course at any time and without including but not limited to the content, lecturers, timing, and venue of the course for reasons beyond the control of ESL Ltd.

2.4 ESL shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration. All open courses run subject to demand and, as such, we reserve the right to cancel or postpone as deemed necessary.

2.5 Joining instructions will be forwarded prior to the commencement of the course and must be adhered too to ensure the training can take place.

2.6 The Customer shall co-operate with ESL in all matters relating to the Training, including providing its employees, agents, consultants and subcontractors, with any information which may reasonably be required by ESL in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects.

2.7 ESL reserve the right to refuse training to any persons who are:

* + - Rude, aggressive, abusive and/or violent to others on the course.
    - Believed to be a risk to themselves and/or others.
    - Believed to be under the influence of alcohol or other substances.
    - Dressed inappropriately for the course they are attending including PPE.
    - Refusing to wear the required PPE suitable to the course they are attending.

2.8 Any damage caused by the inappropriate behaviour of any Delegate(s) may be charged back to the employer if their conduct is found to be as a result of negligence.

2.9 Eurosafe Solutions will provide welfare facilities for all attendees.

2.10 Whilst parking is available on site, parking is done so at the driver’s own risk.

2.11 It is the Customers responsibility to advise of any special requirements or learning needs which may have implications on the training being undertaken. Should this not be communicated prior to the commencement of training, ESL may be unable to offer additional assistance if required. Any cancellations of the training as a result of this will be chargeable.

**3. PAYMENT**

3.1 Unless otherwise stated in the Contract for Services, the Charges for the Training shall be calculated on a per session, per Delegate, basis.

3.2 A written acknowledgement of the order and a relevant invoice will be issued following receipt of a booking form and full payment must be made as per our standard payment terms.

3.3 Failure by the Customer to pay any Charges when they fall due may (at ESL's discretion) result in:

* + - the Delegates' place on the Training being withdrawn;
    - ESL ceasing to provide the Training; and/or
    - ESL withholding any certification due to the Delegates from the Training

**4. CANCELLATION**

4.1 Cancellations must be in writing and are subject to the following charges

* + - Up to 14 days prior to the course – no charge
    - Between 14 and 7 days prior to the course – 50% of the fees
    - Between 6 days and 4 days prior to the course – 75% of the fees
    - Within 3 working days of the course start date – 100% of the fees

4.2 Transfers to alternative dates will be accommodated where possible at the discretion of ESL. Costs will be limited where possible but please note some charges may still apply.

4.3 ESL reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, ESL will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

4.4 Should any delegates fail to attend the training, no refunds will be given.

**5. FORCE MAJEURE**

ESL shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of ESL or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or