

The Supplier (refer to 1.1.5) will provide Training Services to the Customer on the terms and conditions set out below.

1. DEFINITIONS

- 1.1 In these conditions the following words have the following meanings:
"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the provision of Training Services;
- 1.1.1 "Customer" means the party purchasing the Training Services;
- 1.1.2 "Deposit" means any advance payment required by the Supplier in relation to the Training Services which is to be held as security by the Supplier;
- 1.1.3 "Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
- 1.1.4 "Training Services" means the training, the usage of equipment and the facilities at the Supplier's or other facilities organised by the Supplier to facilitate training of Delegate;
- 1.1.5 "Supplier" means Barhale Construction Services Limited trading as BCS Group and will include its employees, servants, agents and/or duly authorised representatives;
- 1.1.6 "Order" means a written instruction contained in the Course Booking Form detailing the price as quoted by the Supplier;
- 1.1.7 "Course Booking Form" means the document the Customer completes for the Supplier to capture all information required to make a valid booking;
- 1.1.8 "Personal Data" as defined by the provisions of the current UK GDPR;
- 1.1.9 "Course Date" means the date set by the Supplier for the Training Services;
- 1.1.10 "Training Location" means the premises set by the Supplier for the undertaking of the Training Services;
- 1.1.11 "Delegate" the person being nominated for the Training Services by the Customer.

2. ORDERING SERVICES

- 2.1 Training Services are sold subject to them being available to the Supplier at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Training Services being unavailable to the Supplier due to circumstances beyond its control.
- 2.2 Where the sale of Training Services is to a Customer who is an individual the sale would be covered by the Consumer Credit Act 1974.
- 2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 2.4 Should the Supplier not be able to source Training Services to complete the Order the Supplier reserves the right to cancel the Order or offer an alternative date or Training Services to the Customer.
- 2.5 The Supplier reserves the right to inform the Customer of price fluctuations that are outside the control of the Supplier prior to the delivery of the Training Services. Should an agreement not be made the Supplier reserves the right to cancel the Order under clause 2.4
- 2.6 All Orders must be made in writing using the Course Booking Form. Verbal orders will not be accepted by the Supplier.
- 2.7 A "Training Course Joining Instructions" document will be issued to the Customer as a confirmation of the booking. The Customer must notify the Supplier with 24 hours of any amendments, misunderstandings or incorrect information, failure to do so confirms the acceptance of the Order.

3. PAYMENT

- 3.1 The Customer shall pay the monies for all Training Services and/or any other sums payable under the contract to the Supplier in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

- 3.2 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- 3.3 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank, whichever is higher.
- 3.4 Any monies received by the Supplier from the Customer may be applied by the Supplier at its option against any additional administrative costs and interest charged prior to application against any principal sums due from the Customer against which it may be applied in any order.
- 3.5 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 3.6 The Supplier in its absolute discretion may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Customer account if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.
- 3.7 The Supplier may cancel or suspend deliveries without incurring any liability whatsoever to the Customer should the Customer's account be suspended for non-payment or any other reason for the suspension as detailed within these conditions.
- 3.8 Invoice queries must be made within 7 days of receipt of the invoice, failing which the invoice is payable in full

4. VAT

- 4.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 4.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

5. DELIVERY OF TRAINING SERVICES THE SUPPLIER'S PRACTICAL OBLIGATIONS

- 5.1 The Supplier shall use all reasonable skill, care and diligence to deliver the Training Services as it advertises the course to contain.
- 5.2 The Supplier shall use all reasonable skill, care and diligence to provide good access and clean welfare facilities, this includes special dietary requirements where informed by the Customer in advance.

6. DELIVERY OF TRAINING SERVICES THE CUSTOMER'S PRACTICAL OBLIGATIONS

- 6.1 The Customer warrants that the Delegate has a sufficient capacity to understand and learn from the Training Services, and shall not hold the Supplier liable for a Delegate who does not understand or benefit from the Training services.
- 6.2 The Customer shall ensure their nominated Delegates arrive on time for the training and at the correct location as specified by the Supplier.
- 6.3 The Customer shall check their Delegate is physically capable of undertaking any practical or exertive physical training as may be required to complete the course. The Supplier will not be liable for injury, ill-health or the exacerbation of any new or pre-existing health condition the Delegate may suffer as a result of participating in the Training Services.
- 6.4 Equipment owned by the facility of the Supplier that is stolen or damaged by the Customer's Delegate in a purposeful or negligent act will be replaced or repaired at the cost of the Customer.
- 6.5 Any PPE that Delegates attend a course with shall be suitable, clean, in good order and conform to all current UK Legislation. The Supplier shall not bear the cost of or loan PPE for the purposes of the course.

6.6 Should any delegate be a late arrival to the course, they may be refused admittance and not be refunded. Admittance will be at the discretion of the Trainer. Should any inappropriate behaviour to other delegates, the trainer or the training centre's staff occur, the delegate may be ejected from the course and the course will not be refunded.

6.7 The Customer shall ensure that their delegates do not consume alcohol or illegal substances prior to or during the Training Services. Should that be suspected or identified prior to or during the course the Delegate will be removed from course and the course will not be refunded.

7. AWARDING OF CERTIFICATES

7.1 The awarding of certificates shall be provided to Delegates who have successfully completed the course to the satisfaction of the Supplier's appointed trainer and / or the Supplier's appointed accredited body, and not awarded for attendance alone unless agreed with the Supplier prior to the commencement of the course.

7.2 The Supplier reserves the right to withhold certificates until payments are made in full.

8. TRANSFER AND CANCELLATION OF COURSES

8.1 The Supplier shall make all reasonable attempts to transfer delegates to alternative dates given the sufficient time to do so, however is limited to one transfer per Delegate on the same type of course.

8.2 In the event of cancellations please contact the Supplier in writing by email or letter immediately.

The following charges will apply:

- Failure to attend - 100% of fee payable
- Less than 10 working days' notice - 100% of fee payable
- More than 10 working days' notice - 50% of fee payable
- More than 4 weeks prior to the course start date or date of hire - No charge

8.3 If any Training Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional and / or accrued fees in relation to the delay, postponement and / or cancellation.

9. TRANSPORTATION, SUBSISTANCE AND FINES

9.1 The Supplier will not bear the cost of any Delegate's transportation to and from the course. The Supplier will not bear the cost of any types of fines incurred by the Delegate during, prior to or after the course.

9.2 The Supplier will not bear the cost of any accommodation such as hotels or any subsistence other than any refreshments and food that is advertised as provided during the course.

10. PERSONAL DATA

10.1 Personal data collected by the Supplier from the Customer and/or Delegates will be processed for the purposes of delivering the Training Services and where necessary will only be shared with accredited training bodies (e.g. City and Guilds, CITB) for the issuance of certificates. The Supplier shall process personal data in accordance with the UK GDPR and the UK Data Protection Act 2018. Further detail into how the Supplier processes customers' personal data can be found in BCS Group Privacy Policy: <https://bcsgroup.co.uk/privacy-policy/>

11. DEFAULT

11.1 Default upon this contract is deemed as the following, but not limited to, if the Customer:-

- 11.1.1 fails to make any payment to the Supplier when due without just cause;
- 11.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 11.1.3 persistently breaches the terms of the Contract;
- 11.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

11.1.5 being a company, enters into voluntary or compulsory liquidation, has a

receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/ arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

11.1.6 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract.

11.2 If any of the events set out in clause 11.1 above occurs in relation to the Customer then:-

- 11.2.1 the Supplier may cancel Training Services and cease any bookings in progress under this and/or any other Contract with the Customer;
- 11.2.2 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer.
- 11.2.3 all monies owed by the Customer to the Supplier shall immediately become due and payable.

12. LIMITATIONS OF LIABILITY

12.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness for purpose, quality and/or adequacy are excluded to the fullest extent permitted by law.

12.2 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

12.3 The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

12.4 The Supplier shall have no Liability to the Customer for any:-

- 12.4.1 consequential losses (including loss of profits and/or damage to goodwill);
- 12.4.2 economic and/or other similar losses;
- 12.4.3 special damages and indirect losses; and/or
- 12.4.4 business interruption, loss of business, contracts and/or opportunity.

12.5 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

- 12.5.1 Liability for breach of contract;
- 12.5.2 Liability in tort/delict (including negligence); and
- 12.5.3 Liability for breach of statutory and/or common law

12.6 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

12.7 The maximum total liability to the Supplier to any one claim shall be no more than the total cost of a delegate's training course.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The copyrights and intellectual property rights of all documentation provided for the Training Services belong solely to the Supplier. No material provided may be reproduced without the written consent of the Supplier.

14. CONFIDENTIALITY

14.1 The Customer will keep all information obtained during the Training Services as strictly confidential.

14.2 The Customer will not publicise or market any Training Services undertaken by the Supplier without the written consent of the Supplier. The Supplier warrants that it will not publicise or market the details of any Training Services their delegates may or may not have undertaken without the prior consent of the Customer.

15. GENERAL

15.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5 and Section 7 shall continue in full force and effect.

15.2 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

- 15.3 The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Customer and arising from or due to any breach of contract, any tortious/edictal act and/or omission and/or any breach of statutory duty by the Supplier.
- 15.4 No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 15.5 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 15.6 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Training Services. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.
- 15.7 If one or more of these terms and conditions or any part thereof is determined to be invalid, illegal or unenforceable in any respect the validity, legality or enforceability of the remaining terms and conditions shall not be affected or impaired by such determination.
- 15.8 These terms and conditions and the confirmation of sale constitutes entire agreement between the parties and supersedes all previous agreements with respect thereto.
- 15.9 No variation of these terms and conditions will be effective unless agreed in writing by a Director of the Supplier. All terms other than those expressly set out in this agreement are hereby excluded.
- 15.10 These terms and conditions shall be governed in all respects by the law of England and English Courts shall have non-exclusive jurisdiction