

TERMS AND CONDITIONS

1. These terms are the entire agreement between ABC WorkSafe Ltd and the Client in respect of the delivery of training courses and the supply of goods and equipment. No variation shall be effective unless such variation is in writing and signed by ABC WorkSafe Ltd and the Client. Verbal agreements will not form part of these terms. These terms override any other terms stipulated or referred to by ABC WorkSafe Ltd or the Client.
2. Payment terms are 30 days (or 14 days whichever is stated) after the “invoice date” printed on the invoice. After the expiry of these dates, ABC WorkSafe Ltd reserves the right to charge an administration fee of £50 and then 8% (over the Bank of England base rate) interest compounded monthly.
3. ABC WorkSafe Ltd agrees to deliver training courses and supply goods etc. in a professional manner using every care to accomplish a satisfactory service, and shall, at its own expense, supply the Client with necessary documents, or other materials, and all necessary data relating to the training courses and goods in accordance with these terms. ABC WorkSafe Ltd shall ensure the accuracy of all material it provides.
4. ABC WorkSafe Ltd shall provide all training delegates with handouts for most of the courses, including any supporting material required save as otherwise agreed between ABC WorkSafe Ltd and the Client.
5. In the event that no delegates attend a confirmed training course, the trainer will wait at the training venue for one hour, or until instructed to leave by the Client or ABC WorkSafe Ltd, and the Client will pay ABC WorkSafe Ltd the full agreed price for the training course.
6. The Client will provide the venue for the training courses unless otherwise agreed in writing. The Client shall ensure that the venue is suitable for ABC WorkSafe Ltd’s requirements and is clean and tidy. The Client will provide sufficient chairs and tables for the delegates. The Client will be liable for any insurance required for this venue and will provide a copy of the insurance certificate to ABC WorkSafe Ltd if requested.
7. ABC WorkSafe Ltd may at any time, without notifying the Client, make any changes to the training courses which are necessary to comply with any applicable safety or other statutory requirements.
8. The Client must advise ABC WorkSafe Ltd in writing or email if it requires any amendments to a confirmed training course.
9. Training courses may be changed or cancelled without penalty providing at least 7 days’ notice is given. An administration fee of 25% of the training course fee will be incurred for cancellations or changes of less than 7 days’ notice, and 100% if the training or goods/ordered are cancelled on the day/after ordering
10. In the event of unavoidable non-attendance by ABC WorkSafe Ltd’s trainer for any reason outside of the Client’s control, a refund of the course fee will be issued.

11. All charges quoted to the Client for the provision of any training courses and/or supply of goods and equipment are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate.
12. For all training courses, delegates must attend the whole of the course to qualify for certification. Attendees who are more than 30 minutes late may only be admitted at the discretion of the ABC WorkSafe Ltd's trainer.
13. The property and any copyright or other intellectual property rights in any material provided by ABC WorkSafe Ltd shall, unless otherwise agreed in writing between the Client and ABC WorkSafe Ltd, belong to ABC WorkSafe Ltd, subject only to the right of the Client to use the material for the purposes of utilising the training courses.
14. ABC WorkSafe Ltd warrants to the Client that the training courses will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the specification. Where ABC WorkSafe Ltd supplies, in connection with the provision of the training courses, any goods supplied by a third party, ABC WorkSafe Ltd does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to ABC WorkSafe Ltd.
15. Except in respect of death or personal injury caused by ABC WorkSafe Ltd's negligence or as expressly provided in the Terms, ABC WorkSafe Ltd shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under these terms, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of ABC WorkSafe Ltd, its trainees or agents or otherwise) which arise out of or in connection with the provision of the training courses or their use by the Client, and in any event the entire liability of ABC WorkSafe Ltd under or in connection with these terms shall not exceed the amount of ABC WorkSafe Ltd's charges for the provision of the training courses, except as expressly provided in these terms.
16. ABC WorkSafe Ltd shall not be liable to the Client or be deemed to be in breach of these terms by reason of any delay in performing, or by failure to perform, any of ABC WorkSafe Ltd's obligations in relation to the training courses, if the delay or failure was due to any cause beyond ABC WorkSafe Ltd's reasonable control.
17. The Client may terminate the contract (if one is in place) at any time by giving not less than one month's written notice to ABC WorkSafe Ltd.
18. Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
19. A notice required or permitted to be given by either party to the other under these terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

20. No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
21. English Law shall apply to these terms, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.
22. Nothing in these terms is intended to, nor shall it, confer any right on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

December 2018