

Terms and Conditions



Recitals

The Client agrees to engage Glanville Training Academy to provide training services on the terms and conditions set out in this agreement.

1. DEFINITIONS

- 1.1 “**Company**” means Glanville Training Academy, a registered company under the laws of England and Wales under registration number **10580846**, with registered address at: Unit 2 Central Court Central Avenue, Lee Mill Industrial Estate, Ivybridge, PL21 9PE.
- 1.2 “**Client**” means the person, organisation, firm, corporation instructing the Company to undertake training services.
- 1.3 “**Delegates**” means those persons identified by the Client to the Company who will attend at the Training Academy Location to receive the Training Services.
- 1.4 “**Substitute**” means a replacement Delegate
- 1.5 “**Course**” means the training session or sessions and all corollary materials and services which the Company might provide to the Client.
- 1.6 “**Course Material**” means any documents, training materials, data sets or computer programs supplied for the purpose of the Course
- 1.7 “**Cancellation Charges**” means the cancellation charge to be paid by The Customer to the Company more particularly defined in clause 10 hereof;
- 1.8 “**Course Date**” means the scheduled date of the specific Course.
- 1.9 “**Cost**” means the full price of the course or service as supplied by the Company. The cost will be quoted exclusive of any applicable VAT
- 1.10 “**Open Course**” means a Course scheduled at one of the Company’s Training Academy that is open to any Client Delegate to attend.
- 1.11 “**Location**” means the place at which the Training Course will be provided;
- 1.12 “**Payment**” means the amounts paid by the Client to the Company;
- 1.13 “**Service**” means the course, provided by the Company to the Client
- 1.14 “**Working Days**” means days between and including Monday to Friday and do not include public holidays and/or weekends;
- 1.15 “**Intellectual Property**” means all inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks or similar rights registered or unregistered and all confidential information;

2. INTERPRETATION

- 2.1 The masculine includes the feminine and the neuter and vice versa.
- 2.2 The singular includes the plural and vice versa.
- 2.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as reference to the statute, enactment, order, regulation or instrument as amended from time to time.

3. OBLIGATIONS OF THE COMPANY

The Company will:

- 4.1 Undertake all reasonable endeavours to provide the Training Service at the Location on the Course Date. The Company reserves the right to make reasonable variations to the Course, Course Date, Location or Course Material, without notice.
- 4.2 Exercise reasonable skill, care and diligence in providing the Training Service.
- 4.3 All Training Services will be delivered in English. It is the responsibility of the Client to ensure all Delegates attending are competent in both written and verbal English.

4. VAT, DUTIES OR TAXES

- 5.1 All course costs due under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 5.2 Any VAT or other duties or taxes payable in respect of the service cost shall be payable in addition to Training cost.

5. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All copyright and other Intellectual Property rights in all specifications, drawing, illustrations, diagrams and other documents issued by the Company will remain the property of the Company and may not be reproduced without permission.
- 6.2 The policy of the Company with respect to data protection is available on request

6. INDEMNITY

- 7.1 The Company shall indemnify the Client against any claim for death or personal injury without limit caused by the negligence or breach of statutory duty of the Company, its servants or agents.

7. LIMITATION OF LIABILITY

- 7.1 Subject to clause 9 hereof the total liability of the Company to the Client for any reason and upon any cause of action shall be limited to the amount of any Payment and other charges which the Client has paid to the Company under this agreement.
- 7.2 The Company shall not be liable for indirect or consequential loss, how so ever caused.
- 7.3 The Company may assign or subcontract the whole or any part of the Training
- 7.4 Course timings may vary dependent on the experience, ability and number of Delegates attending each Course.
- 7.5 Certificates will be dispatched within twenty-eight (28) days of the Course Date, unless otherwise stated at the time of booking, however, Certificates will only be dispatched when full Payment of the Course Cost and/or Service Cost and VAT or other duties or taxes due have been made.

8. THE CLIENT'S OBLIGATIONS

The Client shall:

- 8.1 Ensure that the agreed Delegates attend at the Location on the scheduled Course Date and time to receive the Training. Late arrival to a course, or, absence from a course for any prolonged duration may result in the Delegate being refused the Training. The instructor's word is final;
- 8.2 Ensure that the Delegates are sufficiently competent to receive the Training. This will also extend to competence and ability to comprehend both written and verbal English language;
- 8.3 Withdraw any Delegate from attendance at the Location upon the reasonable request of the Company;
- 8.4 Pay the Payment on the due date for payment;
- 8.5 Pay the Cancellation Charge in full where requested.
- 8.6 The Client will ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, and where applicable Professional Indemnity Insurance and Motor Vehicle Insurance.

9. PAYMENT TERMS

- 9.1 All costs quoted are in sterling and excluding V.A.T (Value Added Tax) or other duties or taxes payable.
- 9.2 Upon receipt of the invoice, the Client will pay the Company the full invoiced cost including VAT by return unless otherwise agreed in writing by both parties
- 9.3 Upon receipt of the invoice, those Client's offered credit account facilities must settle all undisputed invoices within thirty days (30) of the invoice date without demand, deduction or set off. Certificates and where applicable, Photo ID Cards, will only be dispatched when payment has been received by the Company in full.
- 9.4 Late Payment – The Company reserves the right to charge interest on all unpaid invoices at the rate of five per cent (5%) per annum above the base rate of NatWest Bank prevailing at the date the invoice becomes overdue. In respect of payments by the Client time shall be the essence of this agreement.

10. CANCELLATION AND TRANSFER CHARGES

- 10.1 The Company reserves the right to cancel or alter the Course Date or Provision of Training the Location and the individual or organisation providing the Service. In event of cancellation, the booking will normally be transferred to the next available Course Date unless The Client specifically requests otherwise.
- 10.2 Where the Client cancels any Service, or the Delegates fail to attend at the Location on the scheduled Course Date and Time to receive the Service the following charges will be paid by the Client to the Company:
 - a. Course cancellations made within 5 working days prior of the course date, or, where delegates fail to attend the training course on the course date, will be charged in full. All cancellations must be made in writing. Delegate substitutions may be made prior to the course start date giving written notice.
 - b. No refund, credit, transfer or rebooking credit will be given for any failure to attend a course or arrive late for the event start time, for whatever reason. All cancellations must be made in writing.
 - c. The date and time that the Company receives the written notice of cancellation or amendment will be regarded as the date and time that the notice has been made and appropriate cancellation charges will be applied.
- 10.3 Course transfers only relate to the delegates who are transferring to a different course date on the same course. The choice of course date must be specified at the time of transfer, otherwise the instruction will be considered a cancellation.

11. WARRANTIES

- 11.1 The Company warrants that:
 - a. The Course will be of satisfactory quality and will be delivered in line with best industry practice;
 - b. The Course provided is as described on any marketing literature;
 - c. The Course Materials will be of satisfactory quality and fit for purpose; and
 - d. It holds all licenses, permissions, accreditations and consents needed to deliver the Course.

12. DELEGATE CONDUCT

- 12.1 The Company reserves the right to prevent a Delegate(s) from attending a Course, or to expel a Delegate(s) from a Course if their behaviour is deemed as inappropriate or disruptive. The instructor's word is final.

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13. INVALIDITY OF ANY PROVISION

13.1 In the event of one or more of these terms and conditions or any part thereof being invalid, illegal or unenforceable in any respect the validity, legality or enforceability of the remaining terms and conditions shall not be affected or impaired.

14. ENTIRE AGREEMENT

14.1 This agreement constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

15. GENERAL TERMS

15.1 No variation of these terms and conditions will be effective unless agreed in writing by a Director of the Company. All terms other than those expressly set out in this agreement are hereby excluded. These terms expressly exclude any rights afforded any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

16. LAW AND JURISDICTION

16.1 The construction, validity and performance of these terms and conditions shall be governed in all respects by the law of England.