



Terms and Conditions of Business

1 Interpretation and Detentions

- 1.1 The following expressions shall have the following meanings:
- 1.2 'The Company' means Central Construction Training Ltd
- 1.3 'The Client' means the client specified in the Booking Confirmation
- 1.4 'The Services' are the service details set out in the Booking Confirmation
- 1.5 'The Working Days' means a day (other than Saturday and Sunday) on which Banks are open for a FULL range of bank transactions.
- 1.6 The headings for these Conditions are for guidance only and shall not affect the construction of the contract.

2 Appointment

- 2.1 Upon signed acceptance of the booking order confirmation, or payment of the course fees by phone, the client engages the Company to provide the Services in accordance with the booking instructions upon the terms and conditions herein contained unless otherwise stated in the booking confirmation.

3 Price

- 3.1 The Client agrees to pay the fees and expenses at the rates and in the manner set out in the Booking confirmation.
- 3.2 Invoices shall be paid by the Client on receipt of invoice unless payment is received at the time of booking.
- 3.3 In the event of late payment for whatever reasons the Company shall have the right to:
- 3.4 To suspend any further performance of Services for such a period as the company sees fit
- 3.5 Charge interest on all outstanding monies from the Client to the Company at a rate of 3% above the base rate of the HS13C from the date of the invoice to the date of payment
- 3.6 Travel and subsidence costs incurred by the Company or its 'representatives' during the performance of the services, will be included in the appropriate invoice and shall be for the account of the Client and subject to payment as detailed above
- 3.7 If the performance of the service is suspended or cancelled at the request of the Client or delayed through failure or delay by the Client on providing information under clause 7.1 then the Company shall be immediately entitled to payment for:
- 3.8 Services already performed or provided by the Company, and
- 3.9 The cost of the services based on the following sliding scale of fees in the booking confirmation;
Cancellation within 14 working days- notice – 100% of fees
Cancellation after confirming the booking with more than 14 days -notice– 50% of the fees
- 3.10 All training must be completed on the day of or within the dates as per agreed within the signed Training Confirmation. Delegates must arrive at the time as indicated on Joining Instructions. Failure to do so may result in delegates missing allocated training slots and training criteria which may result in training not taking place. In such cases full fees will be chargeable and/or no refund will be issued.
- 3.11 NVQ qualifications are to be invoiced at 50% of the agreed fees prior to enrolment. The remaining 50% of the agreed fees will be invoiced on assessment completion. Cards and certificates will not be issued until payment is received. Claus 3.9 does not apply to NVQ bookings, the 50% enrolment fee is non-refundable.
- 3.12 All NVQ's must be completed within a 2 year period from the date of registration. It is the delegate's/employer's responsibility to maintain regular contact with their assessor to ensure communication is maintained with a view to completing the NVQ within the required timescale. Contact must be made directly with The Company Head Office if delegates foresee any issues meeting required timescales for completions Failure to complete within said timescale may incur additional fees/charges.



4 Delivery

- 4.1 The Company shall use its reasonable endeavours to comply with the date(s) for completion of the services provided that such date (s) shall not be binding. Failure to comply with such date(s) shall not constitute a breach of contract and the Company shall not be liable for any loss or damage, direct or indirect, caused by any such failure and in no case shall delay be grounds for rejecting services or otherwise rescinding the contract
- 4.2 Subject to clause 4.1 if expedited performance of the services is required by the Client, the additional costs incurred by the Company may be charged to the Client with advanced notice.

5 Risk and Property

- 5.1 Delivery of services to the client shall take place at the venue and address as set out on the Booking confirmation.
- 5.2 If the company agrees to deliver the service at a venue other than the Clients or Company's Premises then no liability will be accepted by the Company virus transmittal or loss in postal or electronic transmit of manuals, documents, computer disks, etc, sent to the Client. Charges for specific courier services requested by the Client will be chargeable as extra to the Client. Where electronic transmittal is required, the Client will be responsible for the virus check prior to download.
- 5.3 Notwithstanding the foregoing, property in and to the goods supplied by the Company shall not pass to the Client until the Company has received full payment for the services.
- 5.4 Until such time as the property in goods passes to the Client pursuant in clause 5.3. The client Shall hold such goods as the Company's fiduciary agent and shall keep the goods separate from those of the Client and third parties property stored, protected and insured and identified as the Company's property.
- 5.5 Until property in goods passes to the Client pursuant to clause 5.3. The Company shall be entitled at any time, to require the Client to deliver such goods to the Company at the Client's expense, and if the Client fails to do so forthwith, to enter the premises of the Client or any third party where such goods are stored and repossess them.

6 Warranties and Liability

- 6.1 The Company shall be under no liability to the Client for infringement or alleged of any patents, registered designs, copyright and any intellectual property rights owned or controlled by third party arising out of connection or in connection with the services or the manufacture, sale and use of any prototype or any goods supplied to the quotation.
- 6.2 The Company shall indemnify the Client for bodily injury or death of any persons if such bodily Injury or death is caused by its negligence or any person for whose acts it is responsible.
- 6.3 The Company shall indemnify the Client for damage to property is such damage is caused directly by its negligence of any persons for whose acts it is responsible save that its liability under this clause shall be limited to the lesser of the direct cost of replacement or repair to the damaged property or the sum of £2,000,000 per incident or series of incidents arising out the event.
- 6.4 It is hereby agreed by the Client that the Company shall in no circumstances be liable whether in Tort contract or otherwise for any financial or consequential loss however arising whether direct or indirect without prejudice to the generality of the foregoing any loss of profits or profits or business or contract.

7 Client Obligation

- 7.1 The Client agrees to give The Company such information, advice and assistance to the subject Matter of the booking confirmation as the Company may reasonably require in sufficient time to enable the Company to perform the Services and the booking confirmation in accordance with its terms.
- 7.2 The Client shall be responsible to the Company for ensuring the accuracy of any information Submitted by the Client
- 7.3 The Client shall indemnify the Company against all loss, damages, costs and expenses awarded Against or incurred by the Company in settlement of any claim for infringement of any patent, copyright design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Clients information or booking confirmation.
- 7.4 The clients shall indemnify the Company against all claims, actions, loss, damages costs and Expenses incurred by the Company arising from or due to the negligence of the Client its workers or agents.



The limit is set at £500,000 and shall exclude consequential and indirect loss.

- 7.5 Any property supplied to the Company by or on behalf of the Client shall be held and worked upon at the Clients risk. The Company shall not be liable for any loss or damage to such property. The Client should seek to ensure adequate insurance is in place beforehand.
- 7.6 The Client shall comply with all applicable Health & Safety legislation and regulation in respect of Any employee of the Company or self- employed person engaged by the Company to provide services whilst such person is working on the Clients premises and the Client shall provide the Company with such information as is necessary to enable the Company to comply with all applicable Health & Safety legislation and regulations in respect of that person.

8 Confidentiality

- 8.1 All drawings, materials and technical information supplied by the Client to the Company and all Information supplied by the Company to the Client shall be deemed to have been furnished in confidence for the purpose authorised by the Booking confirmation and no other. The recipient party shall take all reasonable precautions to prevent communication of any such information to any of its employees or third party except as may be necessary in order to carry out the purpose of the Booking Confirmation. If any disclosure to an employee or third party is necessary for such purposes, then they shall be required to observe the same confidentiality obligations as the recipient party.
- 8.2 Both the Company and the Client may use the name of the other for reference purpose only Although neither may publish or reproduce for others anything relating to work being undertaken or completed pursuant to the Booking Confirmation without the prior permission of the other.
- 8.3 The obligations of confidentiality and non-publication shall not apply to any information which:
Is in or enters the public domain other than by virtue of the recipients act or permission
Is known to the recipient at the time of disclosure or the recipient provided that the recipient produces to the other satisfactory evidence of the same within 14 days of such disclosure.
- 8.4 Is required to be disclosed by the recipient by a court competent jurisdiction.

9 Force Majeure

- 9.1 The Company shall not be liable to the Client for any loss or damage suffered by the client or to be deemed to be in breach of the contract by reason of any delaying performing, or in any failure to perform, any of the Company's obligations in relation to the services to be performed or goods to be supplied. If failure was due to any cause beyond the Company's reasonable control including without prejudice to the foregoing Act of God, explosion, flood, fire or accident; wars, threats of war, sabotage, insurrection, civil disturbance or requisitions, regulations, byelaws, prohibition or measures of any kind on the part of the government, parliamentary or local authority import or export regulations, strike, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party) difficulties in obtaining raw materials, labour, fuel, parts or machinery and power failure, computer virus or breakdown in equipment, computers or machinery.

10 Law

- 10.1 These conditions together with the quotation and booking contract shall be governed and Construed in accordance with the Laws of England and Wales

11 Mediation

- 11.1 Any dispute arising under or in connection with these conditions, the quotation, booking Contractor the services shall be referred to mediation by a single mediator appointed by agreement of the parties hereto.

12 Communication

- 12.1 All communications to the Company shall be addressed to Central Construction Training Ltd
Address set out in the booking confirmation.



12.2 All communications to the Client shall be sent to the address appearing on the Booking Confirmation unless another address has been notified to the Company

13 Variation of conditions of Contract and Quotation

13.1 Any variation to the quotation or the conditions of Contract and any representations about the services shall have no effect unless expressly agreed in writing (on Company's headed paper) and signed by a Director of the Company.

14 Entire Agreement

14.1 These conditions together with the Booking confirmation shall form the entire agreement between the Company and the Client. These conditions shall supersede and prevail over terms and conditions sought to be imposed by the Client unless otherwise agreed in writing.

PLEASE RETAIN THESE TERMS AND CONDITIONS FOR REFERENCE (Updated January 2020)