



Terms and Conditions of Sale

1. Price, Payment and Cancellations

1.1 No contract shall come into existence until the Company confirms the order for Services in writing.

1.2 The price (exclusive of VAT) for the Services ("the Price") shall be the quoted price of the Company, and payment of the Price shall be made by the Buyer at the time of booking. This payment requirement is applicable for all bookings regardless of the scheduled date of the Services, and time for payment shall be of the essence.

1.3.1 If the price is not paid by the due date the Company will withhold all certification until payment is received.

1.3.2 If the Price is not paid by the Due Date the Buyer will be liable to an additional payment of reasonable liquidated damages. Interest shall accrue both before and after any court judgment on the unpaid portion of the Price at the rate of eight per cent above the base rate from time to time of Santander UK.

1.4 Buyers with pre-agreed accounts with the Company agree to 30 day payment terms

1.5 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. Cancellation must be received no later than 14 days prior to confirmed date of Services.

1.6 In the event of 3 late payments, the Company has the right to freeze all Services and refuse confirmation of future Services until all balances are settled.

1.7.1 Refunds will only be authorised if the Company does not face any charges from the Training Centre or Instructor.

1.7.2 Refunds will only be processed via the same payment method used by the Buyer

1.7.3 Refunds will not be authorised in the event of late cancellations. Any cancellations received within 14 days prior to training will be charged at 100%.

2. Services

The description of the Services to be sold ("the Services") shall be as set out in the quotation provided by the Company to the Buyer ("the Quotation").

3. Limitation of Liability



3.1 Save in respect of personal injury or death due to any negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Services.

3.2 Without prejudice to Condition

3.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement.

4. Set off and Counterclaim

The buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

5. Force Majeure The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lockout, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

6. General

6.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

6.2 The Company may without the consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.

6.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

7. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

8. Entire agreement Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

9. Governing Law and Jurisdiction The laws of the United Kingdom shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of the United Kingdom

8. Additional



All trainees must be a minimum of 16 years old at the commencement of training.

All plant and equipment provided by the customer for training must be in good working order and be accompanied by the manufacturer's certificate, and manufacturer's instruction manual. Copies of Certificates of Thorough Exams are required where applicable.

Customers must provide trainees with the relevant PPE for the course and are trained in the safe use.

All locations/facilities arranged by the customer must meet the necessary requirements. i.e. suitable training room with power, no interruptions, suitable practical test area in a safe environment. Outdoor training can only take place, weather permitting.

Training First Ltd reserves the right to exclude trainees, without a refund of fees, at any time if they cause significant disruptions or delays/late arrivals, or if their qualifications and current experience impact the ability for the instructor to deliver the course as determined by the course standards.