

Recitals

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

1. DEFINITIONS

- **“Company”** means Watkins Academy;
- **“Client”** means the person, organisation, firm, corporation or training broker instructing the Company to undertake training, inspection and consultancy services.
- **“Training Broker”** means the organisation, firm or corporation who enters into an agreement with the Company to directly promote, sell and endorse the Services of the Company
- **“Delegates”** means those persons identified by the Client or Training Broker to the Company who will attend at the Training Location to receive the Services, including any substitutes;
- **“Substitute”** means a replacement Delegate
- **“Course”** means the training session or sessions and all corollary materials and services which the Company provides to the Client or Training Broker
- **“Course Material”** means any documents, training materials, data sets or computer programs supplied for the purpose of the Course
- **“Booking Form”** means the training booking form which must be completed and returned by the Client or Training Broker to confirm their booking and the details of the Course and Delegates attending;
- **“Cancellation Charges”** means the cancellation charge to be paid by The Customer to the Company more particularly defined in clause 11 hereof;
- **“Course Date”** means the scheduled date of the specific Open Course or Private Course or Service;
- **“Cost”** means the full price of the course or service as advertised on the Company’s website for Open Courses or identified on a Proposal for Private Courses. The cost will be quoted exclusive of any applicable VAT
- **“Open Course”** means a Course scheduled at one of the Company’s training Locations that is open to any Client or Training Broker Delegate to attend. Our Open Course schedule is published on our website with details of available places, costs, course dates and start times. Open courses are sometimes referred to as “Public Courses”
- **“Private Course”** means a Course scheduled and delivered to a single Client or for a Training Broker at a Location of their choice. Private courses are sometimes referred to as “On-Site Courses” or “In House Training”
- **“Location”** means the place at which the Service or Course will be provided;
- **“Payment”** means the amounts paid by the Client or Training Broker to the Company;
- **“Service”** means the open course, private course, inspection service or consultancy service provided by the Company to the Client or Training Broker;
- **“Working Days”** means days between and including Monday to Friday and do not include public holidays and/or weekends;
- **“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

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

3. APPOINTMENT

- All Booking Forms must be completed and returned to the Company within 3 working days of issue, unless;
 0. Where the Course Date is within 5 working days where all booking forms must be returned within twenty-four (24) hours, unless;
 1. Where the Course Date is the next working day where the booking form must be returned within two (2) hours or by the close of business (normally 5pm) the same day of issue (whichever is sooner).
- Booking forms that are not returned to the Company and confirmed are liable to cancellation without notice.
- The Client or Training Broker appoints the Company to provide the Service in return for the Payment of the Cost.

4. OBLIGATIONS OF THE COMPANY

The Company will:

- Undertake all reasonable endeavours to provide the 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.
- Exercise reasonable skill, care and diligence in providing the Service.
- All Services will be delivered in English. It is the responsibility of the Client or Training Broker to ensure all Delegates attending are competent in both written and verbal English.

5. VAT, DUTIES AND TAXES

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

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 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.
- The policy of the Company with respect to data protection is detailed on its website ([INSERT URL](#)), which should be read in conjunction with these terms and conditions.

7. INDEMNITY

- The Company shall indemnify the Client or Training Broker 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.

8. LIMITATION OF LIABILITY

- Subject to clause 10 hereof the total liability of the Company to the Client or Training Broker for any reason and upon any cause of action shall be limited to the amount of any Payment and other charges which the Client or Training Broker has paid to the Company under this agreement.
- The Company shall not be liable for indirect or consequential loss, how so ever caused.
- The Company may assign or subcontract the whole or any part of the Service.
- Course timings may vary dependent on the experience, ability and number of Delegates attending each Course.

- 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.

9. THE CLIENT'S OBLIGATIONS

The Client shall:

- Ensure that the agreed Delegates attend at the Location on the scheduled course date and time to receive the Service. Late arrival to a course, or, absence from a course for any prolonged duration may result in the Delegate being refused the Service. The instructor's word is final;
- Ensure that the Delegates are sufficiently competent to receive the Service. This will also extend to competence and ability to comprehend both written and verbal English language;
- Withdraw any Delegate from attendance at the Location upon the reasonable request of the Company;
- Pay the Payment on the due date for payment;
- Pay the Cancellation Charge in full where requested.
- 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.
- Where the Company arranges for an instructor to deliver the service at the Client's Location or under the Client's control, it is the Client's responsibility to ensure that they are protected by sufficient and adequate insurance against employer's liability and third party risks arising from, during or related to the supply of service requirements of the Client.
- Where the Company arranges for an instructor to deliver the service at the Client's Location or under the Client's control, it is the Client's responsibility to ensure that they and their personal or agents fully comply with all health and safety duties, rules and regulations, all security requirements that apply to that location and any other direction(s) and/or order(s) given to them by those responsible for, or facilitating the location.

10. PAYMENT TERMS

- All costs quoted are in sterling and excluding V.A.T (Value Added Tax) or other duties or taxes payable.
- Upon receipt of the signed Booking Form from the Client, the Company will book the Course and send an invoice to the Client.
- Upon receipt of the invoice, the Client will pay the Company the full invoiced service cost including VAT by return unless otherwise agreed in writing by both parties
- 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.
- 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. In respect of payments by the Client time shall be the essence of this agreement.
- Invoice errors or queries must be notified to the Company immediately upon receipt of the invoice by the Client.

11. CANCELLATION AND TRANSFER CHARGES

- The Company reserves the right to cancel or alter the Course Date or Provision of Service, 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.

- Where The Client cancels any Service or the Delegates fail to attend at the Location on the scheduled course date or arrive late for the event start time, for whatever reason the following charges will be paid by the Client to the Company:
 50. Cost for course cancellations made more than 10 Working Days before the course date will be refunded minus a cancellation fee of £50.00 plus VAT.
 51. Course cancellations made within 10 Working Days of the course date, or, where delegates fail to attend the training course on the course date, will be charged in full and no refund will be given. All cancellations must be made in writing. Delegate substitutions may be made prior to the course start date giving written notice.
 52. 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.
 53. 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.
- 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.
- Course transfers made more than 10 working days before the course date can be made free of charge.
- Course transfers made within 10 working days before the course date can be made at an additional fee of 50% of the original invoiced course cost.

12. WARRANTIES

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

13. DELEGATE CONDUCT

- 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.
- Delegates must produce suitable photo identification to the instructor when attending a training course. Failure to produce suitable photo identification may result in the delegate being ejected from the training course. If delegates have any questions relating to identification they must contact us on 01843 852277 or enquiries@watkins-academy.co.uk at least one day before the training course.

14. ON-SITE TRAINING CRITERIA

- It is the Client's responsibility to ensure that the training facilities, equipment and environment at their site (Location) are appropriate for the Service as indicated on the appropriate Booking Form and On-Site Training Criteria agreement.
- The Company and/or designated company representatives reserve the right to abandon/discontinue or rearrange the provision of service where such circumstances prevail that would affect the quality and delivery of the service. This includes the

provision of faulty equipment and plant without relevant test and calibration certificates. In the event of cancellations/re-organisation, the Client is responsible for the costs incurred.

15. INVALIDITY OF ANY PROVISION

- 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.

16. ENTIRE AGREEMENT

- 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.

17. GENERAL TERMS

- 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.

18. LAW AND JURISDICTION

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