



## Terms and Conditions

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## Terms & Conditions for Private, Company and On-Site Course Bookings

### 1 BASIS OF THE CONTRACT

- 1.1 All contracts for courses shall be made subject to these conditions unless expressly varied in writing and signed by a Director on behalf of S. A. Associates Management Training Ltd (SA).
- 1.2 All bookings for a course must be supported by a confirmation letter/email.

### 2 WARRANTIES

- 2.1 SA warrants that:
  - 2.1.1 Courses supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards;
  - 2.1.2 It will provide appropriately qualified and experienced instructor(s) and consultant(s) to deliver courses using suitable course materials.

### 3 FEES/CHARGES

- 3.1 Prices quoted are inclusive of tuition, course materials, assessment where applicable, and certification.
- 3.2 The price does not include any lunch, travel, accommodation, or living expenses, which the delegate may incur in attending the course.
- 3.3 Prices quoted exclude VAT or other sales taxes which will be added.
- 3.4 Companies booked on a course shall be responsible for the calibre of candidates that they provide. Companies who fail to provide candidates who are physically capable of completing the course shall forfeit that candidate's fee.

### 4 PAYMENT TERMS

- 4.1 Companies will be invoiced prior to training. Invoices may or may not reference Purchase Order details depending on information given at time of the confirmation.
- 4.2 All invoices are due for payment on the 30th day of the month following the invoice date. Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- 4.3 Please note that any paperwork and certificates will be held until full payment of invoicing has been received unless otherwise agreed.
- 4.4 Individuals not booking through companies will be invoiced prior to training and payment must be received one week prior to the course. SA reserves the right to cancel all provisional bookings held by individuals if payment has not been received at least one week prior to the course start date.

### 5 SUBSTITUTIONS, TRANSFERS, AND CANCELLATIONS BY THE CUSTOMER

- 5.1 The customer may substitute a delegate(s) prior to the start of the open course at no additional charge subject to the new delegate(s) meeting the published prerequisites (see clause 8).
- 5.2 The customer may change the date of attendance of a delegate(s) or cancel attendance at an open course subject to the following scale of charges.
- 5.3 In-house course transfers or cancellations are subject to the following scale of charges.

#### Transfer and Cancellation Fees

Notice to be given by the Customer to S. A. Associates Management Training Ltd:

	Transfer Fee	Cancellation Fee
More than 14 days	0%	0%
7 - 14 days	0%	50%
Less than 7 days	75%	100%
No notice given	100%	100%

- 5.4 In relation to transfers, the customer agrees that if a replacement booking is not confirmed within 7 days then the applicable cancellation fee shall become payable.

### 6 CANCELLATIONS AND CHANGES TO COURSES BY SA

- 6.1 SA reserves the right to cancel or change a course and undertakes to provide reasonable notice of the cancellation or change. Note that this undertaking does not apply in relation to third party courses run in association with partner organisations.

### 7 REPLACEMENT CERTIFICATES

- 7.1 An administration fee of £10 will be applied for replacement certificates. If IOSH certificates are lost and/or need replacement then IOSH trading terms apply and replacement certificates will be replaced at the cost of £22.00. If City & Guilds certificates are lost and/or need replacement then City & Guilds trading terms apply and replacement certificates will be replaced at the cost of £46.00. This will include standard 1<sup>st</sup> class postage. Where special delivery/recorded postage is requested then the fee for this will be applied.

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## **8 PREREQUISITES & ADMISSION FOR APPROVED FIRST AID COURSES**

8.1 The Health & Safety Executive detail in the Health & Safety Regulations 1981, Approved Code of Practice and Guidance that candidates selected to be 'first aiders' must demonstrate

- reliability, disposition and communication skills;
- aptitude and ability to absorb new knowledge and learn new skills;
- the ability to cope with stressful and physically demanding emergency procedures;
- normal duties. These should be such that they may be left to go immediately and rapidly to an emergency.

The Client must determine this suitability.

8.2 SA will not

- take responsibility for determining a delegate's suitability for training or
- take the liability for any condition or ailment held by the delegate which is exacerbated during training.

8.3 If, during training, it is identified that a delegate cannot perform set tasks, which are required during the first aid assessment to allow them to be certificated, then the client will be contacted by SA Headquarters. It is the client's decision to allow or disallow the delegate to remain on the course until completed.

8.4 SA shall be the sole judge as to the candidates' performance during assessment and whether they have satisfied the requirements of the course. In the event that SA determines that the candidate has not performed satisfactorily, that candidate will not be granted a certificate and will not be deemed to be classified as a first aider. Such candidates will still be responsible for the full cost of the course.

## **9 COPYRIGHT**

9.1 Copyright and all other intellectual property rights in all course materials shall remain the property of SA or a trading partner of SA responsible for developing the course material, as the case may be.

9.2 The Customer agrees not to reproduce, sell, hire, or copy course materials (in whole or in part) and not to use such materials except for the purposes of internal post course reference.

## **10 LIMITS OF LIABILITY**

10.1 SA's entire liability and that of its employees and consultants and the customer's sole remedies in respect of any claim under this contract or otherwise shall be limited to damages which, save as otherwise provided, shall be limited to the value of any fees payable for any course booked.

10.2 Nothing in this contract shall limit or exclude SA's liability for death or personal injury caused by the negligence of SA or its employees in the performance of any of its obligations under this contract.

10.3 SA will under no circumstances be liable to the customer for any loss of profits howsoever caused, loss of goodwill or business interruption.

10.4 SA, its employees, agents and consultants shall not be liable for any and all liability and loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the customer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the customer by any third party claiming relief against the customer by reason of the use to which the instruction and advice obtained on any course is put by the customer or by any party with the authority of the customer.

## **11 LOSS AND DAMAGES**

11.1 Personal belongings and items belonging to or in the possession of the customer or any delegate brought onto SA's premises are the sole responsibility of the owner and SA accepts no responsibility for such items. Delegates using any car parking facilities provided at any SA premises do so entirely at their own risk and SA does not accept any responsibility for damage, accident, or loss resulting from such usage.

11.2 SA are not responsible for and cannot be held liable for accidental damage to customer property used during in-house courses.

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