

Terms & Conditions

Recitals

The Customer agrees to engage Total Construction Training to provide training services on the terms and conditions set out in this agreement.

Definitions

1. "Attendees" means those person notified by the customer to Total Construction Training who will attend at the Location to receive the Services;
2. "Cancellation Charges" means the cancellation charge to be paid by The Customer to Total Construction Training more particularly defined in clause 11 hereof;
3. "Course Date" means [];
4. "Location" means the place at which the Services will be provided and detailed on the Booking Form;
5. "Payments" means the amounts to be paid by The Customer to Total Construction Training and listed on the Booking Form;
6. "Services" means the services to be provided by Total Construction Training to The Customer and more particularly as listed on the Booking Form;

Interpretation

1. The masculine includes the feminine and the neuter and vice versa.
2. The singular includes the plural and vice versa.
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.

Appointment

1. All booking forms must be returned within one (1) week or five (5) working days. Unless -
2. Where the Course Date is within one (1) working week all booking forms must be returned within twenty four (24) hours. Unless -
3. Where the Course Date is the next working day the booking form must be returned within two (2) hours or by the close of business (whichever is sooner).
4. Booking forms not returned to Total Construction Training and confirmed are liable to cancellation without notice.
5. The Customer appoints Total Construction Training to provide the Services in return for the Payments.

6. Customers with accounts do not need to sign booking forms, your email confirms that you have agreed with our terms and conditions

Total Construction Training's obligations

Total Construction Training shall:

1. Undertake reasonable endeavours to provide the Services at the location on the Course Date. Total Construction Training reserves the right to make reasonable variations to courses, including the content and location, without notice.
2. Exercise reasonable skill, care and diligence in providing the Services.
3. All Services provided will be delivered in English.

VAT

1. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
2. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

Intellectual Property Rights and Data Protection

All copyright and other intellectual property rights in all specifications, drawing, illustrations, diagrams and other documents issued by Total Construction Training will remain the property of Total Construction Training and may not be reproduced without permission.

Indemnity

Total Construction Training shall indemnify The Customer against any claim for death or personal injury without limit caused by the negligence or breach of statutory duty of Total Construction Training, its servants or agents.

Limitation of liability

Subject to clause 10 hereof the total liability of Total Construction Training to The Customer for any reason and upon any cause of action shall be limited to the amount of any Payments and other charges which The Customer has paid to Total Construction Training under this agreement.

Total Construction Training shall not be liable for indirect or consequential loss, howsoever caused.

1. Total Construction Training may assign or subcontract the whole or any part of the Services.
2. Training end times may vary dependant on the experience and ability of the attendees.
3. Certificates will be despatched within twenty eight (28) days of the Course Date.

The Customer's obligations

The Customer shall:

1. Ensure that the agreed Attendees attend at the Location on the Course Date and time to receive the Services. Late arrival, or, absence for any prolonged duration may result in the attendee being refused the Services;
2. Ensure that the Attendees are sufficiently competent to receive the Services;
3. Withdraw any Attendee from attendance at the Location upon the reasonable request of Total Construction Training;
4. Pay the Payments on the due dates for payment;
5. Pay the Cancellation Charges.

Payment Terms

1. Customers making use of a Total Construction Training account shall pay all undisputed invoices within thirty (30) days of date of invoice without demand deduction or set-off. Payment of accounts shouldn't be held pending receipt of Awarding Body Cards or certificates – these can take longer than 30 days to issue.
2. All Customers without a Total Construction Training account must pay in full prior to the Course Date.
3. Total Construction Training reserves the right to charge interest on all unpaid invoices at the rate of five per cent (5%) over the base rate of the Bank of England prevailing at the date the invoice becomes overdue. In respect of payments by The Customer time shall be the essence of this agreement.

Cancellation and Transfer Charges

Total Construction Training reserves the right to cancel or alter the Course Dates 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 unless The Customer specifically requests otherwise. Where The Customer cancels any Services or the Attendees fail to attend at the Location on the Course Date to receive the Services the following charges will be paid by The Customer to Total Construction Training:

Cancellation and non attendance:

1. One hundred per cent (100%) of the Payments where cancellation is within fourteen (14) days, or, where the Attendees fail to attend at the Location on the Course Date to receive the Services.
2. Twenty per cent (20%) of the Payments where cancellation is between twenty two (22) days and twenty eight (28) days of the Course Date;
3. Fifty per cent (50%) of the Payments where cancellation is between fifteen (15) days and twenty one (21) days of the Course Date;

The following charges will apply if The Customer transfers their booking/s to a later date:

1. Free of charge for all transfers made with twenty two (22) days or greater before the Course Date.
2. Fifty per cent (50%) for transfers made between eight (8) and twenty one (21) days of the Course Date;
3. One hundred per cent (100%) for transfers made within seven (7) days of the Course Date;

The transfer option only relates to delegates who are transferring to a different 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).

Force Majeure

1. Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.
2. For the purpose of this agreement, "Force Majeure" means any act, omission, cause of circumstance beyond the reasonable control of either party and shall include but not be limited to war, rebellion, civil commotion, strikes, lock outs, industrial disputes, fire, explosion, earthquake, volcanic eruption, act of God, flood, drought or other act or order of any government department, council or other constituted body.

13. 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.

Entire Agreement

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

No variation of these terms and conditions will be effective unless agreed in writing by a Director of Total Construction Training. 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

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