ESS TRAINING AND CONSULTANCY SERVICES
STANDARD TERMS AND CONDITIONS OF TRADING

1. DEFINATIONS

"Company" means ESS t/a Hire Station Limited a company registered in England and Wales with company number 3428037 (VAT number GB 700 9498 34). Registered office: C/O Vp Plc Central House, Beckwith Knowle, Otley Road Harrogate, North Yorkshire,
HG3 1UD, and will include its employees, servants, agents and/or duly authorised representatives;
"Client" the entity to whom the Training Services are provided as set out in the Company's quote issued pursuant to clause 2.1;
"Fee" the fee(s) payable for the Training Services as set out in the Company's quote issued pursuant to clause 2.1;
"Intellectual Property" any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including without limitation patents, rights in inventions, trademarks, rights in designs, domain names, trade or business names, goodwill, copyright and rights in the nature of copyright, rights in databases, moral rights, know-how, confidential information and any other intellectual property rights;
"Training Services" the training services provided by the Company to the Client (which for the avoidance of doubt may be provided to the Client's personnel) via publicly accessible courses or in-company courses.

2. CONTRACT FORMATION AND GOVERNANCE

2.1 Upon request from the Client, the Company may issue a quote to the Client for Training Services. The quote shall constitute an invitation for the Client to offer to purchase the Training Services subject to these terms and conditions and the quote terms. The Client's verbal confirmation of the Company's quote, or the issue of a purchase order or other written request by the Client for the Training Services, shall constitute the Client's offer which may (at the Company's sole discretion) be accepted by the Company by issuing the Client with written joining instructions for the Training Services. Upon the Company's acceptance of the Client's offer as described above, a contract shall be formed upon the terms of the quote provided to the Client by the Company, these terms and conditions and the written joining instructions for the Training Services ("Contract Documents"). Where there is a conflict between any of the Contract Documents, the following documents shall take precedence in order of decreasing priority:

2.1.1 These terms and conditions 2.1.2 the Company's quote; and 2.1.3 the Company's joining instructions.

2.2 Should any information or data supplied to the Company for the preparation of the quotation (pursuant to clause 2.1) prove to be insufficient or inaccurate, the Company reserves the right to amend the quotation to cover any cost difference.

2.3 These terms and conditions apply to the exclusion of any other terms proposed by the Client (whether set out in any Client purchase order or otherwise) and the Client expressly acknowledges that the Training Services shall be provided in accordance with the Contract Documents to the exclusion of any other terms. The Contract Documents constitute the entire agreement between the parties and supersede all previous agreements, understandings and arrangements between them, whether oral or written, in respect of their subject matter. Each party acknowledges that it has not entered into the contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract Documents.

3. TRAINING SERVICES – CLIENT REQUIREMENTS

3.1 The Client shall ensure that its delegates will comply with all of the Company's policies at all times during the provision of Training Services.

3.2 Where Training Services being provided is other than theoretical, delegates must be in possession of their own suitable PPE as per the pre-requisites for the course, and the Company will not be liable for any failure of any delegate to provide such equipment. Hardwearing work clothing is most appropriate for confined space training.

3.3 Client Delegates must be physically fit to withstand the rigours of training, particularly in confined spaces and where the donning of any type of breathing apparatus is required. If there are any doubts relating to the fitness of delegates to undertake training advice should be sought from a qualified medical practitioner prior to the commencement of the course. The onus is entirely with the Client delegate to ensure his or her fitness to undergo training before booking on to any course. The Company reserves the right to refuse entry to any of the Client's delegates if, in the reasonable opinion of the Company, the requirements of this clause are not met. For the avoidance of doubt, the Client will remain liable for all Fees in these circumstances.

3.3.1 In particular, individuals with respiratory problems or those who suffer from claustrophobia should be certified by a G.P. as fit to undertake rigorous training and to partake in courses that involve the use of Breathing Apparatus and/or work in Confined Spaces. Please note that it is not possible to wear glasses when using breathing apparatus sets during training sessions. Glasses inserts are available for most types of full face mask however it will be the clients' responsibility to source and supply this for their delegate(s). Delegates are permitted to use their own masks, providing the mask complies with relevant standards and is compatible with the breathing apparatus being trained upon.

3.3.2 To ensure the safe and efficient operation of breathing apparatus all delegates attending courses which involves the use of tight fitting respiratory protective equipment .i.e. self-contained breathing apparatus, must be clean shaven each day in line with ESS Training Standards – Facial Hair & Breathing Apparatus. This also includes removing items such as facial piercings, which may prevent an adequate face-to-face mask seal. Trimmed moustaches /goatee beards maybe permitted at the discretion of the instructor and providing they do not interfere with the operation of the demand or exhalation valve on the face mask.
Delegates with facial hair will be reminded of at the start of the day and their options discussed and agreed on. Disposable razors and shaving foam may be provided to training centres for those willing to remove facial hair to obtain a suitable mask seal. Light stubble is acceptable at the discretion of the trainer/assessor dependent on the qualification although the preference would be for clean shaven.
Delegates attending Medium Risk courses have the option to use a hooded escape set in the workplace (whether they have specifically used one in training or not). Where logistically possible, training with the hood should be provided where the employer has agreed this can be used in the workplace. Delegates should also be advised to inform their employer they require a hooded set rather than a mask.
Where available (and subject to approval from the employer) MSA rebreather training can also be offered as an alternative. Those attending City & Guilds Medium Risk also have the option to shave prior to the second day of training.
For those attending High Risk courses using FULL BA, being clean shaven is mandatory. Should a bearded delegate be unwilling to shave, they should be advised to contact their line manager to discuss alternatives. Realistically the alternative will be training as Attendant only, with the agreement of the employer.

3.4 All courses will be delivered in both written and spoken English, therefore ALL delegates attending the Training Course must be able to read and understand English. Delegates unable to understand English may struggle to complete the written examination and a result may fail the course.

3.4.1 Within the guidelines of the relevant awarding bodies associated with the booked course, Reasonable Adjustments can be made in some cases for delegates with disabilities, additional needs and learning difficulties (such as but not specific to

Dyslexia and Diagnosed Hearing Problems). Reasonable Adjustment requests must be made by the client at the point booking.

3.5 Client Delegates must provide proof of identity (valid driving license, passport, national identity card) on the first day of training. ID must state their full name with valid photograph. Where proof of identity cannot be provided physically, a copy must be sent to ESS Training prior to completion of the course.

3.6 Client Delegates are requested to arrive at least 15 minutes prior to the course start time and asked to be punctual at all courses and sessions. Delegates arriving late and more than 30 minutes from the agreed start time may be refused entry onto the course. The Client would be liable for all costs of the training where delegates arrive after the course has commenced and have been refused entry as per the cancellation terms.

3.7 Any equipment used in the provision of Training Services must not be removed or moved from its original location without the consent of the Company. Any damage caused by a delegate to such equipment by wilful misuse or misconduct will be chargeable to the Client.

3.8 Certificates are awarded at the discretion of the trainer and only to those delegates who successfully complete the training. Certificates are NOT issued purely for attendance unless otherwise agreed prior to the course being carried out and in which case the certificates will be worded accordingly.

3.9 Consumption of alcohol and drugs are not permitted prior to or during training. If the Company is of the reasonable opinion that a delegate is intoxicated or under the influence of drugs, trainers are obliged to refuse to train any such delegates for their own safety and that of other delegates on the course. The Client will remain liable for all Course Fees in these circumstances.

4. CLIENT SUPPLIED INFORMATION

4.1 Should any information or data supplied to the Company for the preparation of the quotation prove to be insufficient or inaccurate the Company reserves the right to amend the quotation to cover any cost difference.

4.2 Where Training Services are provided at the Client's premises, the Client shall ensure that the facilities shall be adequate for the Training Services to take place (including, but not limited to size of the training area). The Company shall be entitled to refuse to provide the Training Services where these requirements are not met. The Client will remain liable for all Fees in these circumstances.

4.3 All Intellectual Property rights existing in any course materials provided to Client (or Client delegates) during the Training Services belong to the Company and/or its licensors. Client and Client delegates have a right to use the said materials (but not copy them) for the Client's internal and non-commercial business purposes only. For the avoidance of doubt the Client is not permitted to use any course materials to perform training itself.

5. PRICING

5.1 Unless otherwise indicated written quotations remain firm for 30 days. The Company reserves the right to vary its standard prices, and its products and services which will be supplied at the Company's prices applicable at the time of delivery.
All prices are subject to Value Added Tax if applicable at the appropriate rate at the time of booking.

6. SETTLEMENT TERMS

6.1 Course fees for all public courses must be paid 14 days in advance of the start date. Payment may be made at the time of booking or on receipt of invoice.

6.2 For customers with approved credit accounts, unless otherwise specified in the quotation or other agreement, invoices for goods or services should be paid within 30 days from the date of invoice. The Company reserves the right to charge interest at the rate of 4% per

annum over National Westminster Bank base rate on the invoice price from the due date until the date the Company is in receipt of funds. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

6.3 The company reserves the right to re-allocate the course places to other delegates on the waiting list, if the fees are not paid on time and appropriate cancellation charges may apply.

7. HEALTH AND SAFETY

7.1 The Client shall use his best endeavours to ensure that any premises in which the Company's employees servants or agents may have to work are safe and without risk for them. All known risks must be clearly identified and marked by the Client.

7.2 Where the Company has agreed to provide food during the Training Services, the Client notifies the Company in advance of any food allergies of Client delegates attending the Training Services; and the Client has notified the Company in advance of any learning difficulties or physical disabilities of any Client delegate attending the Training Services.

7.3 The Company reserves the right to cancel the Training Services if, in the reasonable opinion of the Company, the Client has not complied with this clause 7.2. For the avoidance of doubt the full Fee remains payable in such circumstances.

8. CANCELLATION AND POSTPONEMENT

8.1 The Company reserves the right to charge a cancellation fee in respect of courses already confirmed. Notice of all cancellations or transfers must be in writing and the following terms apply: -

Cancellation 30 days or more prior to the course start date: No fees
Cancellation 29-14 days prior to course start date: 10% Service Charge
Cancellation 14-8 days prior to course start date: 50% of total course fee
Cancellation 7 days or less: 100% of total course fee

8.2 Non-attendance or delegates that arrive more than 30 minutes after the scheduled course start time and are refused onto a course will be charged 100% of the course fee.

8.3 Delegate substitutions can be made free of charge at any time before the course start date.

8.4 If for any reasons beyond their control, The Company cancels a course without notice The Company will not be held liable for any costs incurred by the client as a result of such cancellations. Should it become necessary for The Company to postpone all or any part of a course, due to circumstances beyond their control, then a mutually agreeable date will be chosen on which to complete the course. The Company will not be liable for any costs incurred by the client for such actions.

9. COURSE CONTENT

9.1 The Company consistently develop their training courses in line with awarding body criteria and evolving best practice and therefore reserves the right to make changes to the advertised course content without prior notice.

10. LIABILITY

10.1 Notwithstanding any other provision of these terms and conditions, the liability of the parties shall not be limited in any way in respect of any losses which cannot be excluded or limited by applicable law.

10.2 Subject to clause 10.1, the Company's total aggregate liability to the Client in relation to this contract, whether arising in contract, tort (including negligence) or otherwise, shall not exceed a sum equal to 200% of the Fee payable for the Training Services in respect of which the liability has arisen.

10.3 Subject to clause 10.1, the Company shall not be liable for any loss of profit, data, savings or goodwill (whether such losses are direct or indirect), or for any consequential, indirect or special losses.

10.4 Training Services will be provided with reasonable care and skill. Subject to the foregoing, all other warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

11. DATA PROTECTION

11.1 Each party shall comply with all applicable data protection legislation at all times during the term of the contract. For the purposes of such data protection legislation, the Company is a controller of the personal data of the Client's delegates that it receives pursuant to the Training Services, and the Company shall process that personal data in accordance with its privacy policy.

12. TERMINATION

12.1 Either party may terminate the contract at any time by giving written notice to the other if: the other party commits a material breach of the contract (which, if capable of remedy, is not remedied within 14 days of notice in writing to do so); 12.1.2 the other party stops carrying on all or a significant part of its business; 12.1.3 the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; 12.1.4 the other party is subject to a company voluntary arrangement under the Insolvency Act 1986 12.1.5 the other party has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; 11.1.6 the other party has a resolution passed for its winding up, a petition is presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it.