



Training Services Terms and Conditions



TERMS OF BUSINESS

1. GENERAL

- a) In these conditions:-
 - i. The "Seller" means Plant and Safety Limited
 - ii. The "Buyer" means the person, firm or company with whom the Seller contracts.
- b) Any agreement made between the Seller and the Buyer whether for the sale of goods or for work and materials or services hereinafter called the "Contract" shall only be subject to these terms and conditions. Any representation or warranty made by or on behalf of the Seller prior to the Contract whether orally or in writing is hereby expressly excluded and shall be of no effect. No servant or agent of the Seller has any authority to vary or add to these terms and conditions except with the Seller's confirmation in writing signed by one of its directors and issued from its head office registered at Unit 2 Swaffield Park, Hyssop Close, Cannock, WS11 7FU.
- c) A Seller's quotation shall be deemed to have been withdrawn unless the Buyer accepts the same within 28 days of the date of the quotation.
- d) If the Seller enters into a contract without the Seller having submitted a written quotation or a standard acknowledgement of order form but in circumstances when the Buyer has had prior notice of these conditions then all goods and materials supplied or work done or services rendered shall be subject to these conditions.

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2. CATALOGUES

Information of any kind contained in the Seller's catalogues, price lists or other advertising literature is not guaranteed to be accurate and is intended merely to represent a general picture of the Seller's products and services and shall not form part of any contract between the Seller and the Buyer. The Seller reserves the right to amend the specification of its products and services and the Buyer is advised to check the specification set out in the Seller's quotation before placing his order.

3. DESIGNS

Where goods are made or materials supplied to the Buyer's own specification, pattern or design the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification pattern or design thereof but also that such specification, pattern or design does not infringe any patent, trademark, registered design, copyright or any other proprietary right and shall indemnify the Seller in full for any loss, damage or expense whatsoever which the Seller may incur in the performance of the Contract by reason of any infringement thereof.

4. CANCELLATION AND POSTPONEMENT BY THE CUSTOMER

- a) Cancellation and postponements must be advised in writing. No agent or servant of the Seller is authorised to accept verbally cancellation or postponement.
- b) Where written notice of Cancellation is received fourteen working days or less before the commencement of the course, the entire course fee is payable immediately.
- c) Where written notice of Postponement is received fourteen working days or less before the commencement of the course, 20% of the course fee becomes payable immediately. On subsequent completion the full course fee is chargeable at rates ruling at that time.
- d) Where written notice of Cancellation is received more than fourteen working days before the commencement of the course, a charge of 20% of the course fee is incurred immediately. Course development fees, where applicable, are payable in full.

5. PRICES AND PAYMENT

- a) Prices charged will be those ruling at the time of course commencement, however, courses paid for in advance will not be surcharged in the event of a price increase.
- b) Course fees do not include any materials used.
- c) Unless mutually agreed, payment in full is due thirty days from the date of invoice. When courses are spread over a period, each separate part of the course will be regarded as a separate contract and will be invoiced when completed. Each invoice will be treated as a separate account.
- d) All prices are shown exclusive of Value Added Tax, which will be added at the appropriate rate on invoicing.
- e) The company will be entitled to suspend all further supplies if payment terms are not met. This will not in any way prejudice the Seller's rights under the contract.
- f) Course schedules and prices are based on free and uninterrupted access to the site and equipment during the entire course and any delays to the work due to any cause outside the Seller's control may be charged as an invoiced extra.
- g) Quotations are based on the work being carried out during normal working hours unless otherwise stated.
- h) Trainees on practical courses must provide their own safety clothing and equipment.

6. DATE FOR COMPLETION

The dates for training or the date for completion of training shall be extended by a reasonable time, at the sole discretion of the Seller if performance of the contract is delayed by reason of any cause whatsoever beyond the Seller's reasonable control, including but not limited to war, nor civil commotion strikes, lockouts, labour disputes, epidemics, illness, manning level changes, fire, accidents, breakdown, defect materials, lack of supplied raw materials of components and non-delivery or late delivery by manufacturer.

7. DETERMINATION, SUSPENSION AND CANCELLATION

- a) If the Buyer shall fail to make any payment when it becomes due or shall commit any other breach of contract and fail to remedy the same within 7 days of receiving the Seller's request in writing so to do or the Seller has bona fide doubts about the Buyer's solvency, the Seller may defer or cancel any further performance of the Contract but without prejudice to its right to any unpaid price for goods or materials delivered or cost of work done in performance of the Contract and to damages for loss suffered in consequence of such determination.
- b) If the Seller is prevented from completing the Contract either wholly or in part in accordance with the terms thereof for any reason whatsoever beyond its reasonable control then further performance of the Contract shall be suspended for the period during which the Seller is so prevented provided that if the Contract is suspended for a continuous period of more than three months then either party may give the other written notice to terminate the Contract forthwith and then the Buyer shall pay for all goods and materials supplied and work completed before termination such payment to be made on or before the last day of the month following the month during which termination was effected. The Seller shall be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of the Seller's inability to perform its obligations under the Contract in these circumstances.

8. WARRANTY

- a) **In House Training (Buyers Premises):**
 - i. The Buyer shall indemnify the Seller against all costs and claims whatsoever arising from damage or injury to any person/s or any property on the customer's premises unless such damage or injury shall be proved conclusively to have been caused solely by the proven negligence of the Seller, its servants or agents.
 - ii. Notwithstanding a (i) the Seller shall not be liable in any way whatsoever for any claim for direct or indirect consequential injury or damage whatsoever made by the customer, or any third party whether or not such injury or damage is caused directly or indirectly, wholly or in part by the negligence of the Seller, its servants or agents.
- b) **Training at the Seller's Premises:**
 - i. The Buyer will have in force at all times a Public Liability Insurance Policy, satisfactory to the Seller, duly endorsed to give indemnity to the Seller in a sum of not less than £1M in respect of any occurrence or series of occurrences arising out of one event.
 - ii. All other Conditions and Warranties whatsoever express or implied are hereby excluded.

9. TITLE AND INSURANCE

Where the Seller's equipment is used on the Buyers premises the customer shall be responsible for any loss or damage to all or any part of the equipment unless such loss or damage is proved conclusively to have been caused solely by the Seller, its servants or agents.

10. ERRORS

The Seller reserves the right to correct any clerical or typographical errors made by its servants or agents at any time.

11. HEALTH AND SAFETY AT WORK ACT 1974

The attention of the Buyer is drawn to the provisions of legislation and statutory regulations relating to health and safety at work. The Seller will make available on request one copy of any documents which it may have which the Buyer reasonably requires relating to the design, construction and installation of its products to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used. The Buyer shall ensure that such documents are made available to any person who should have knowledge thereof.

12. SEVERANCE

If at any time any one or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any law or is held by a Court to be invalid, illegal or unenforceable the validity and enforceability of the remaining provisions of these conditions shall not in any way be affected or impaired thereby.

13. WAIVER

Any time or indulgence granted by the Seller to the Buyer or any waiver by the Seller of its rights in respect of any breach by the Buyer of any terms or conditions herein contained shall not be a deemed grant of time or indulgence in respect of any other matters or as a waiver by the Seller of its rights in respect of any other such breach.

14. INTERPRETATION

In these conditions the neuter gender shall include the masculine and feminine and vice versa and the singular number shall include the plural and vice versa. The headings in these conditions are for guidance only and shall be of no material effect.

15. JURISDICTION

These conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the laws of England and Wales and in any dispute arising hereunder shall be tried by the Courts thereof.

16. CONFIDENTIALITY

All drawings, technical documents, commercial and financial information made known in any way to the Buyer by the Seller shall remain confidential and shall not be disclosed to third parties by the Buyer under any circumstances except where specific prior agreement is given in writing by a director of the Seller in accordance with paragraph 1 (b) of the conditions.