

Training



Standard Terms & Conditions of Business for Training



1. Definitions

1.1. In the conditions:

Business Day: A day other than a Saturday, Sunday or public holiday in England & Wales between the hours of 9am – 5pm.

Charges: The charges payable by the customer for the supply of the services in accordance with Clause 5.

Client Materials: Any documents, data, text, building plans, sections, elevations, information, specifications, drawings, and any other materials provided by the Customer to the Supplier.

Commencement Date: Has the meaning given in Clause 2.

Conditions: These terms & conditions as amended from time to time in accordance with Clause 11.5

Contract: The contract between the Supplier & the Customer for the supply of services in accordance with these conditions.

Customer: The person or firm who purchases services from the supplier. **Customer Default:** Has the meaning set out in Clause 4.2.

Data Protection Legislation: The UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes and practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: The deliverables as set out in the Order produced by the supplier for the Customer.

Intellectual Property Rights: Any intellectual property right, including all patents, rights to interventions, copyright and related rights, trademarks, service marks, trade,

business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.



Order: The Customer's order for services as set out in the Customer's Fire Risk Assessment Booking Form and Standard Scope of Services Form.

Matrix of Responsibilities: As defined in Agreed Responsibilities in the Fire Risk Assessment Booking Form and Standard Scope of Services Form.

Personal Data: Personal data shall have the meaning ascribed to it under GDPR.

Premises (or part thereof): As defined in the Fire Risk Assessment Booking Form & Standard Scope of Services.

Purpose: The purpose for which the services are prepared by the Supplier as set out in the order.

Services: The services, including the deliverables, supplied by the Supplier to the Customer as set out in the Fire Risk Assessment Booking Form & Standard Scope of Services form.

Specification: The description or specification of the services provided in writing by the Supplier to the Customer as set out in the Fire Risk Assessment Booking Form and Standard Scope of Services form.

Supplier: Safe Fire Protection Ltd. and its subsidiaries registered in England & Wales with company number 03677493.

Term: The term of the Agreement as stated in Clause 2.2.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 The words **include, includes, including** and **in particular** shall be construed as if they were followed by the words **"without limitation."** Words in the singular shall include the plural and vice versa and references to one gender include the other gender. Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.

1.4 A reference to in writing or written includes by means of fax, email, text or other written forms of communication.



2. Basis of Contract

- 2.1** The order constitutes an offer by the Customer to purchase Services in accordance with these conditions.
- 2.2** The order shall only be deemed to be accepted when the Supplier issues the Customer with a signed and dated Fire Risk Assessment Booking Form & Standard Scope of Services Form at which point the Contract shall come into existence (Commencement Date)
- 2.3** Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Suppliers catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4** These conditions apply to the contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
- 2.5** Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 business days from its date of issue, and is based solely on information provided from the Customer.
- 2.6** No modifications to this quotation for service(s) shall be legally binding unless and until accepted in writing by the duly authorised representatives of both parties.
- 2.7** The Suppliers employees or agents are not authorised to make any representations concerning the service(s) unless confirmed by the Supplier in writing. In entering into the Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.
- 2.8** Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance or offer, invoice, or other document or information issued by the Supplier, shall be subject to correction without any liability on the part of the Supplier.
- 2.9** The Supplier will use reasonable endeavours to complete the performance of the service(s) within the time agreed and/or service level agreement. All terms and conditions apply to the supply of any goods as well as service(s) unless the Supplier specifies otherwise.



Safe Fire Protection Ltd reserves the right to cancel or reschedule any of its courses. Where it is necessary to cancel or reschedule any courses, you will be informed at the first available opportunity and delegates will be rescheduled as a priority to the next available course(s).

Safe Fire Protection Ltd. does not accept any responsibility for certificates expiring as a result of a cancelled course.

Safe Fire Protection Ltd. reserves the right to withhold certificates until full payment has been cleared. Individual consumers are required to make payment at the time of booking unless otherwise stated.

Booking amendments or cancellations (Face to Face training)

If you are wishing to amend or cancel any booking for face-to-face training, you must notify us in writing by email to info@safefireprotection.co.uk

Amendments

Any cancellation or amendments made prior to the 14 days before the course will be refunded in full.

Any cancellation or amendments made between 14 days and 48 hours prior to the course starting will incur a 50% charge, so only 50% of the course fee will be refunded.

Any cancellation or amendments made within 48 hours of the course starting will not be refunded – or in the instance of a credit account will be invoiced in full.

