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## **Terms and Conditions**

### **General**

The Terms and Conditions of trade of First Safety Training Limited (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on the Company includes or refers to other Terms or Conditions of contract, then these shall not apply unless agreed in writing by the Company. No addition to or variation of these agreed and signed Terms and Conditions will bind the Company unless it is specifically agreed in writing signed by a Director of the Company.

These Terms and Conditions will form the basis of all contracts with the Company, unless otherwise specified in writing by the Company. All bookings should be confirmed by the Client to the Company in writing. The Company Reserves the right to vary them without notice. An updated copy if applicable will be supplied to the Client.

### **Delegate Information**

Construction based plant operator training courses require delegates to provide their own personal protective clothing in a clean and working order. This should include a safety helmet, protective gloves, safety footwear, high visibility vest and protective glasses. If prior arrangement has been made for the Client to use/supply their own plant or equipment for training/testing purposes, this must be in full working order as deemed by the Company. Should the plant or equipment being supplied not meet acceptable standards as deemed by the Company, this will result in the cancellation of the training/testing and the Client will incur the full cost of the course.

If there are any doubts relating to the fitness of delegates undertaking training, reference should be made to a General Practitioner. The onus is entirely on the delegate to ensure his or her fitness to undergo training and the Company cannot and will not accept any responsibility in this regard.

Equipment must not be removed from the training establishment. Any damage caused by wilful misuse or misconduct will be invoiced to the Client. Certificates of attendance are awarded at the discretion of the trainer and only to those delegates who successfully complete the course. All certificates remain property of the Company until payment for any training has been made in full.

Delegates are required to be punctual for all training courses. Late arrivals may be refused and in-turn will result in the full course costs being invoiced to the Client. Delegates who do not attend will be invoiced in full. Consumption of any alcohol or illegal substances is not permitted on Company premises. If there is any evidence of such, trainers are obliged to refuse to train the delegates.

### **Client Supplied Information**

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

Company Registration No. 4083288  
VAT No. 873952285  
CPCS Accredited Training Body: 9395

**Prices**

Unless otherwise indicated, written quotations are valid for 30 days. The Company reserves the right to vary its standard prices without prior notice to the Client.

**Settlement Terms**

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. Where training is booked by a new Client, payment must be made in full in advance unless otherwise stipulated. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

**Bespoke Training Certificates**

The Company supplies each candidate with a certificate which lasts for a 3 year period. Certificates will only be issued once full payment has been received by the Company. Should you require cards, arrangements will need to be made at time of booking as these come with an extra charge. Replacement cards and/or certificates can be arranged at an extra charge.

**CPCS Cards**

CPCS cards will be sent to First Safety Training where a copy will be taken and kept on file. The card will then be forwarded by the Company to the Client for distribution.

**Health & Safety**

The Client shall use his or her best endeavours to ensure that any premises in which the Company's employees may have to work are safe and without risk to them. All known risks must be clearly identified and marked by the Client to the Company representative and a site induction delivered by the Client prior to any onsite training and testing.

**Cancellation and Postponement**

The Company reserves the right to charge a cancellation fee in respect of any training courses already confirmed. Cancellations/postponed courses booked and confirmed less than 4 weeks from commencement will be charged at 50% of the course cost and less than 2 weeks 100%. Any delegate that fails to attend will be charged 100% of the course cost. Postponed courses outside of the 4 week period will be subject to a nominal administration charge of 15% of the course cost, or £35.00 per person, whichever is greater.

If for any reasons beyond their control, the Company cancels a training 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.

**Cancellation and Postponement due to Adverse Weather Conditions**

Should training or testing have to be cancelled, postponed or halted in any way, or to protect the safety of candidates, trainers and/or staff of First Safety Training due to adverse weather conditions or any other event outside First Safety Training's control, First Safety Training reserve the right to pass any charges incurred on to the customer.

**Applicable Law**

English law shall apply and English Courts shall settle any dispute. These Terms and Conditions do not affect any statutory rights available to the Client.