

The Delivery of Training and/or Associated Services Terms and Conditions

1. General

1.1 The Terms and Conditions of trade of the Thames Skills Academy Limited (TSA) and/or its Endorsed Providers (hereafter called the 'Company') covering the supply and delivery of training services and/or associated services are contained herein. An Endorsed Provider is a training provider who has applied to the Thames Skills Academy to deliver accredited and/or non-accredited training provision and successfully undergone a full due-diligence. Additionally, an Endorsed Provider has been issued, signed and returned a Service Level Agreement.

1.2 The Client means 'the organisation, delegate or person named on the training booking form as the authorising person, for whom the Company has agreed to provide the training and/or associated services'.

1.3 Orders to the Company for the supply of training and/or associated services are only accepted subject to these Terms and Conditions. If any document placing an order from the Company includes or refers to other terms and conditions of contract then these shall not apply unless there is prior agreement in writing by either the Chief Executive Officer or, in his/her absence, a Director of the Company.

1.4 No addition to or variation of these Terms and Conditions will bind the Company unless it is specifically agreed in writing and signed by either the Chief Executive Officer or, in his/her absence, a Director of the Company.

1.5 These Terms and Conditions will form the basis of all contracts with the Company, unless otherwise specified by the Company.

1.5.1 The Company accepts orders for training and/or associated services in person, by telephone and by e-mail. In placing an order with the Company, the Client is deemed to have accepted the Terms and Conditions as contained herein.

1.5.2 These Terms and Conditions are available in writing on request, and are shown on the Company website and all Clients will be provided with these Terms and Conditions at the point of booking and/or invoicing.

1.6 These Terms and Conditions are correct at the date shown on the relevant course booking documentation and the Company reserves the right to vary them without notice. If applicable, an updated copy of the Terms and Conditions will be provided to the Client in writing upon request.

1.7 These Terms and Conditions are applicable to contracts agreed with Clients and/or individuals engaging the Company (either as an agent, broker, consultant or principal) in the provision of training and/or associated services. These Terms and Conditions do not cover any contract, relationship or engagement with any person, freelance or body employed by the Company or engaged to perform services on behalf of the Company.

2. Contract Formation and Right to Cancel

2.1 The contract start date shall be defined as either the day on which the Company accepts payments for the supply and delivery of training and/or associated services or when it receives an official order to supply training and/or associated services from the Client. Whichever date is the earliest shall be defined as the contract start date.

2.2 Subject to the Client's right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, cancelled or postponed contracts may incur a cancellation fee (see 7.2).

2.3 If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, Clients have the right to cancel this contract without any liability within 14 days of the contract start date, provided that services have not commenced and are not due to commence within this period.

2.4 All complaints and claims relating to contracts with the Company must be sent, in writing to admin@thamesacademy.london within 5 working days of the contract start date or the delivery of the training and/or associated services, whichever is applicable. The Company will respond in full to all complaints within 28 working days of their receipt.

2.5 All Clients will receive, by e-mail, the required mandatory information about the Company as set out under the Provision of Service Regulations 2009.

3. Training Course Requirements

3.1 It is the responsibility of the Client to ensure that they book the correct training programme and that they have been given adequate guidance from the Company, as to the suitability of the programme prior to booking.

3.1.1 Due to limited delegate numbers on most training programmes, spaces are issued on a first-come first-served basis. The Client is advised to check availability at point of enquiring, and return the booking form to confirm the

number of places required. Training programme spaces booked via telephone or e-mail, will be held for up to 48 hours pending the return of the booking form. Confirmed bookings will be acknowledged in writing or by e-mail with course programme joining instructions.

3.2 Where the training being provided is in the water, delegates must wear the appropriate clothing as detailed within the joining instructions. It is the delegate's responsibility to ensure they understand what clothing they are personally required to bring to the training course and the Company will bear no responsibility for delegates being unable to participate in the water-based training programmes because of unsuitable clothing.

3.3 Where the training being provided is other than theoretical or classroom-based, delegates must be physically capable of withstanding the rigors of training. If there are any doubts relating to this, the Company may refer the delegate to a General Practitioner, at no cost to the Company. The onus is entirely with the delegate to ensure his or her fitness to undergo training and the Company does not accept any liability in this regard.

3.4 Equipment owned or leased by the Company must not be removed from the training environment. Any damage to Company equipment or property caused by delegates will be invoiced to the relevant client.

3.5 Should the Client elect to have a training programme delivered at their site or a venue of their choice, they must ensure that it has adequate room in which to carry out all elements of the training programme. The Company reserves the right to, and will charge, 100% of the training fee for sub-standard, unsafe, or inadequate premises and/or equipment. This includes, but is not exhaustive to: inclement weather and where there is no alternative indoor space, in which to carry out the practical training; or a designated room with enough space to seat all delegates; dangerous and/or inappropriate training equipment.

3.6 Where training, that has been organised by the Company, is being delivered on Client premises, the Company reserves the right to fill the course with delegates from other Client organisations up to the maximum amount recommended for any given training course. Details of maximum delegate numbers are available from the Company on request. No discount or reduction in price will be applicable in this regard.

3.7 Certificates and record of training delivered are awarded at the discretion of the Company, on the advice of the Training Provider and only to those who successfully complete the training. At the discretion of the relevant trainer(s), delegates that have failed any element of the training may be allowed to complete the training course although this will still result in a failure and the delegate will be required to re-take the entire course and pay the applicable fee, if a mandatory 'pass' is required.

3.8 Unless otherwise agreed beforehand in writing, the registration and issuing of certification and/or accreditation will only be recognised and delivered by the Company once payment from the Client has been received and paid in full.

3.9 Delegates are required to be punctual at all courses and at all sessions.

3.10 Delegates will be asked to leave the course if they are disruptive, rude, disrespectful and/or abusive to either the trainer(s) or other delegates and the client will be informed of such conduct with immediate effect; and will forfeit the right to any refund.

3.11 Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed immediately prior to training. The Company will refuse to train any delegate(s) who infringe this condition and/or in the opinion of the Company and/or the training provider, appear to be under the influence of drugs and/or alcohol and will require them to leave the training venue with immediate effect.

3.12 Where a delegate is taking prescribed medication, which may lead to impairment, they must inform the Company prior to the commencement of training.

4. Health & Safety

4.1 Where training and/or any associated services are carried out on Company premises, all delegates must conform to and comply with the Health & Safety Policy as laid down by the Company at all times. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.

5. Charges

5.1 Unless otherwise stated, all prices are exclusive of VAT. The total cost of the training and/or associated services will be invoiced prior to the required date and this will show the VAT payable. VAT will be charged at the rate current at the time of due payment.

5.2 The prices quoted for training and/or associated services by the Company are correct at the date of publication. Prices may vary due to demand and availability and the

Company reserves the right to adjust prices at any time and without notice.

6. Settlement Terms

6.1 Unless otherwise agreed, payment for all training and/or associated services booked and confirmed by the client must be made prior to the training course booked taking place.

6.2 All training courses and/or associated services booked will be invoiced at date of booking.

6.3 Payments to be made by bank transfer (BACs) to the bank account as shown on the Company invoice within 30 days of the invoice date.

6.3.1 Late payments will incur a daily charge of 1.5% interest above Bank of England base rate on a cumulative basis.

6.4 Credit terms may be agreed by prior arrangement only.

7. Cancellation and Postponement

7.1 The Company reserves the right in its absolute discretion and without further liability to change dates, times and venues of the training and/or associated services or cancel the event; in the case of cancellation, all monies will be refunded. The Company's training provision is constantly updated and improved, and the Company reserves the right at any time and without notice to alter content and to change trainers or tutors.

7.2 The Company reserves the right, at its discretion, to charge a cancellation/postponement fee in respect of individual or collective delegate bookings that are cancelled or postponed by the Client. The following charges will be made in the event of cancellations/postponements prior to course start date:

- 15 working days or more: Client can transfer the training course to another date
- 11 – 15 working days: Client charged 25% course cost
- 6 – 10 working days: Client charged 50% course cost
- 5 working days or less: Client charged 100% course cost

Please note that these periods do not include weekends or bank holidays.

7.3 Cancellation fees do not apply if the Client is exercising their right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; namely that the Client is a consumer and not a business and is cancelling the contract within 7 days of the contract start date, provided that services have not commenced and are not due to commence within this period.

7.4 Should it be necessary for the Company to postpone all or part of a course or other work due to circumstances beyond their control, a mutually agreeable date will be selected on which to deliver the training programme as booked by the Client(s). The Company will not be liable for any costs incurred by the Client for such actions.

8. Applicable Law

8.1 No waiver by the Company or any breach of the contract by the Client shall be considered as a waiver or any subsequent breach of the same or any other provision.

8.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

8.3 Any dispute arising under or regarding these Terms and Conditions shall be subject to the Jurisdiction of the English Courts.

The contract shall be governed by the laws of England.

8.4 These Terms and Conditions do not affect any consumer rights contained in the Unfair Contract Terms Act 1977 or any statutory modification of them.

9. Force Majeure

9.1 The Company shall not be liable to the Client if it is deemed to be in breach of Contract by means of any delay in performing or failure to perform any of the Company's obligations in respect of the training and/or associated services if the delay or failure was due to any cause beyond the Company's reasonable control.

10. Liability

10.1 The Company shall at all times, observe, perform and comply with all statutory and other obligations.

10.2 The Company shall at all times, hold public liability insurance cover of not less than £5 million against its liabilities to the Client and to third parties and shall produce to the Client on request all relevant insurance policies and evidence of payment of current premiums. Such insurance shall contain an indemnity to principal's clause.

11. Data protection

11.1 Both parties shall duly observe all their obligations under the Data Protection Laws which arise in connection with the performance of these Terms and Conditions. The Company shall comply with any notification, reporting and/or consultation requirements under the data protection and shall not knowingly do anything or permit anything to be

done which might lead to a breach by the Company or the Client.

"Data Protection Laws" means:

- (a) prior to 25 May 2018, the Data Protection Act 1998;
- (b) from 25 May 2018, the General Data Protection Regulation (EU
- 2016/679) ("GDPR") and any legislation which amends, re-enacts or replaces it in England and Wales;
- (c) the Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it; and
- (d) at all times, any other data protection laws and regulations applicable in England and Wales.

12. Third party rights

12.1 A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of its terms