

THE DELIVERY OF TRAINING AND/OR ASSOCIATED SERVICES

Terms and Conditions

1 GENERAL

- 1.1 These Terms and Conditions between of the TSA and the Client cover the supply and delivery of training services and/or associated services. Training may be provided by the TSA (as agent, broker, consultant or principal) or a “Training Provider” who is contracted to the TSA to deliver accredited and/or non-accredited training
- 1.2 The Client means ‘the organisation, delegate or person named on the training booking form as the authorising person, for whom the TSA has agreed to provide the training and/or associated services.
- 1.3 These Terms and Conditions do not cover any contract, relationship or engagement with any person, freelance or body employed by the TSA or engaged to perform services on behalf of the TSA.
- 1.4 Orders to the TSA for the supply of training and/or associated services are only accepted subject to these Terms and Conditions.
- 1.5 No addition to or variation of these Terms and Conditions will bind the TSA unless it is specifically agreed in writing and signed by either the Chief Executive Officer or, in his/her absence, a Director of the TSA.
- 1.6 The TSA accepts orders for training and/or associated services in person, by telephone, by e-mail and by website. In placing an order with the TSA, the Client is deemed to have accepted the Terms and Conditions as contained herein.
- 1.7 These Terms and Conditions are available in writing on request and are shown on the TSA website and all Clients will be provided with these Terms and Conditions at the point of booking and/or invoicing.
- 1.8 These Terms and Conditions are correct at the date shown on the relevant course booking documentation. The TSA reserves the right to vary them at any time up to the point of booking without notice. If applicable, an updated copy of the Terms and Conditions will be provided to the Client in writing upon request.

2 CONTRACT INFORMATION AND RIGHT TO CANCEL

- 2.1 The contract start date shall be the earlier of either the day on which the TSA accepts payments for the supply and delivery of training and/or associated services or when it emails its acceptance to an official order to supply training and/or associated services from the Client.
- 2.2 Once booked, all Clients will receive, by e-mail, joining instructions which could include details of any photo ID, medical fitness requirements, special clothing or equipment required and any consent requirements. Clients are strongly advised to read through the joining instructions on receipt and return the consent form if required

as soon as possible and in any event at least seven days prior to the course commencement.

- 2.3 Once booked/accepted, events cancelled or postponed by the Client may incur a cancellation fee (see 7.2).
- 2.4 All complaints and claims relating to contracts with the TSA 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 TSA will respond in full to all complaints within 28 working days of their receipt.

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 had the opportunity to request adequate guidance from the TSA as to the suitability of the programme prior to booking .
- 3.2 Where the training being provided is other than theoretical or classroom-based, delegates must be physically capable of withstanding the rigors of training and must complete and return any consent form requirements. If there are any doubts relating to this, the TSA may seek further information from the Client.—The onus is entirely with the delegate to ensure his or her fitness to undergo training and the TSA does not accept any liability in this regard.
- 3.3 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 TSA will bear no responsibility for delegates being unable to participate in the water- based training programmes because of unsuitable clothing.
- 3.4 When booking:
 - (a) 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.
 - (b) 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 by e-mail with course programme joining instructions.
 - (c) on the website, spaces on the training programme are shown in real time. Training programme spaces booked via the website are confirmed at the point of booking by the generation of a confirmatory email with course programme joining instructions.
- 3.5 Equipment owned or leased by the TSA must not be removed from the training environment. Any damage to TSA equipment or property caused by delegates will be invoiced to the relevant client.
- 3.6 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 inside or out in which to carry out all elements of the training programme. The TSA will discuss with the Client the suitability of the venue but reserves the right to, and will charge, 100% of the training fee for sub-standard, unsafe or inadequate premises and/or equipment. This

may include if there is inclement weather, there is no alternative indoor space in which to carry out the practical training; or a designated room without enough safe space to seat all delegates.

- 3.7 Where training, that has been organised by the TSA, is being delivered on Client premises and at the time of booking if the Client has not filled the course with the minimum number required, TSA reserves the right to fill the course with delegates from third party organisations up to the maximum amount recommended for any given training course. Details of maximum delegate numbers are available from the TSA on request. Only people who have booked on the course may attend. No discount or reduction in price will be applicable in this regard.
- 3.8 Certificates and record of training delivered are awarded at the discretion of the TSA, on the advice of the Training Provider and only to those who successfully complete the training. At the discretion of the relevant Training Provider(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.
- 3.9 Unless otherwise agreed beforehand in writing, the registration and issuing of certification and/or accreditation will only be recognised and delivered by the TSA once payment from the Client has been received and paid in full.
- 3.10 Delegates are required to be punctual at all courses and at all sessions.
- 3.11 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.
- 3.12 Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed immediately prior to training. The TSA will refuse to train any delegate(s) who infringe this condition and/or in the opinion of the TSA 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.
- 3.13 Where a delegate is taking prescribed medication, which may lead to impairment, they must inform the TSA prior to the commencement of training.

4 HEALTH & SAFETY

- 4.1 Where training and/or any associated services are carried out on TSA premises, all delegates must conform to and comply with the Health & Safety Policy as laid down by the TSA at all times. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises. Copies of the TSA policy may be found [insert link]; where a Training Provider" is contracted to the TSA to deliver accredited and/or non-accredited training, their Health & Safety Policy is available on request to the TSA.

5 CHARGES

- 5.1 Unless otherwise stated, all prices are exclusive of VAT. The invoice with the total cost of the training and/or associated services will show the VAT payable. VAT will be charged at the rate current at the time of due payment. The TSA has the right to charge a booking fee.

- 5.2 The prices quoted for training and/or associated services by the TSA are correct at the date of publication. Prices may vary due to demand and availability and the TSA reserves the right to adjust prices at any time up to the time of booking 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 either
- (a) for Members be invoiced at the time of booking and paid for within 30 days or
 - (b) for individuals paid for at time of booking.
- 6.3 Payments to be made by bank transfer (BACs) to the bank account as shown on the TSA invoice or by credit card.
- 6.4 Late payments will incur a daily charge of 1.5% interest above Bank of England base rate on a cumulative basis.
- 6.5 Credit terms may be agreed by prior arrangement only.

7 CANCELLATION AND POSTPONEMENT

- 7.1 Please note all courses are booked subject to achieving a minimum number of delegates. Should there be insufficient bookings the TSA may contact you to cancel and rearrange the course on an alternate date.
- 7.2 In addition, the TSA 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 entirely. In the case of cancellation, all monies will be refunded. The TSA will try to give as much notice as possible. The TSA's training provision is constantly updated and improved, and the TSA reserves the right at any time and without notice to alter content and to change trainers or tutors.
- 7.3 The TSA 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. For a full refund, cancellation must be made up 28 days prior to the course date.
- 7.4 Should it be necessary for the TSA 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 TSA will not be liable for any costs incurred by the Client for such actions.
- 7.5 For training activities where there is no fee, the TSA reserves the right to impose a small charge in the event of cancellation by the Client within seven days of the activity.

8 APPLICABLE LAW

- 8.1 The contract shall be governed by the laws of England.
- 8.2 No waiver by the TSA 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.

8.3 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.

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

9 FORCE MAJEURE

9.1 The TSA 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 TSA's obligations in respect of the training and/or associated services if the delay or failure was due to any cause beyond the TSA's reasonable control.

10 LIABILITY

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

10.2 The TSA shall at all times, hold public liability insurance cover of not less than £5 million against its liabilities to the Client. If any training is held at the Client organisation, the Client shall produce to the TSA before the course commences, evidence of suitable public liability insurance.

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 TSA 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 TSA or the Client.

"Data Protection Laws" means:

- (a) the General Data Protection Regulation (EU 2016/679) ("**GDPR**") and any legislation which amends, re-enacts or replaces it in England and Wales;
- (b) the Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it; and
- (c) 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.