

Tockwith Training Terms and Conditions

General

1. The terms and conditions listed below form a contract between the customer booking the training 'the customer' and Tockwith Training Services Ltd (hereafter called The Company). 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 conditions will bind The Company unless it is specifically agreed in writing and signed by a Director of The Company. Any bookings confirmed by email or purchase order will be considered firm orders irrespective of a signed contract and will be subject to our cancellation terms.
2. The Company reserves the right to vary these terms and conditions at any time and without notice. The latest version will be available via The Company's website or at the request of the customer.

Health & Safety

3. For training courses involving elements of a practical nature, delegates are required to provide their own personal protective equipment as detailed on the Joining Instructions sent with the booking form. Additionally, delegates must be physically fit to withstand the rigours of training. The onus is entirely on the delegate to ensure his or her fitness and suitability for training and The Company does not accept any responsibility in this regard. The Company reserves the right to terminate the course if we consider the trainee whilst in charge of the vehicle to be a danger to themselves, the instructor or the general public. We also reserve the right to terminate the course if the delegate is considered to be under the influence of alcohol or illegal substances.
4. Equipment or training aids must not be removed from the training environment. Any damage caused by wilful misuse, negligence or removal from The Company will be invoiced to The Client.
5. Delegates are required to arrive at the training venue promptly. Late arrivals may not be admitted onto the course and in-turn will result in the course costs being invoiced. Clients will be charged in full for any delegates who fail to attend any part of a booking or test.

Prices

6. Fees are due at the point of booking by debit/credit card or bank transfer. Payment can be paid in full or by a deposit of no less than 40% of the total cost with the remaining balance due two weeks prior to the course start. The Company reserves the right to charge a cancellation fee in respect of any booking or contract. Any aspect of a booking, whether complete booking or individual delegate or test, cancelled less than four weeks before the earliest date of any element of the booking will be charged at 40% of the booking or contract price. Any aspect of a booking whether complete booking or individual or test, cancelled less than two weeks before the earliest date of any element of the booking will be charged at 100% of the booking or contract price.
7. **Plant or classroom courses** must be paid in full at the point of booking. The Company reserves the right to charge a cancellation fee in respect of any booking or contract. Any booking, whether complete booking or individual delegate or test cancelled less than four weeks before the earliest date of any element of the booking will be charged at 40% of the booking or contract price. Any aspect of a booking whether complete booking or individual or test cancelled less than two weeks before the earliest date of any element of the booking will be charged at 100% of the booking or contract price.

Site requirements

8. Training being delivered at a site specified by The Client must be suitable for the requirements of the course and meet any relevant approved codes of practice as set out by The Company or any related awarding body. Failure to comply with the requirements may result in The Company cancelling the booking and subject to our cancellation terms.

Settlement Terms

9. The Company accepts confirmation of bookings by email or purchase order. Once confirmed by any of these methods the booking is firm. If the client wishes to cancel or postpone the booking this must be made in writing and will be subject to the cancellation terms within this document as above.
10. The Company reserves the right to charge interest of 4% per annum above Barclays Bank Plc base rate on the invoice price from the due date until the date The Company is in receipt of funds.
11. All delegates must be in possession of all legal document? requirements before commencement of the course. The Company accepts no responsibility for delegates having not complied with these requirements and in turn the cancellation of their course or test. Clients will be charged in full for any delegates who fail to bring the appropriate documentation with them.

Delegate Information

12. The Company reserves the right to refuse entry to any delegate without the personal protective equipment appropriate for the course and charge the client in full as per our cancellation terms.
13. Should the delegate miss any days training on their course for any reason other than due to fault on the part of The Company the course option will be classed as null and void. No course fees will be refunded in such circumstances by The Company.
14. The Company, acting reasonably, will determine when training cannot proceed due to traffic conditions or adverse weather or any other event beyond the control of The Company. If it becomes necessary to postpone or cancel any part of the course, then a mutually agreeable date will be chosen on which to complete the booking. The Company will not be liable for any costs incurred by the client for such actions.
15. Car parking is free to delegates. However, other than loss caused by its own negligence, The Company cannot be held responsible for any loss of personal effects the delegate may leave in their own vehicle, the training vehicle or on Company premises.
16. English law shall apply and any dispute shall be settled by English courts. These Terms and Conditions do not affect any statutory rights available to The Client.