

Bill Rogerson Safety Services Ltd

Terms and Conditions

These terms and conditions form the basis of any agreement to provide training services made between Bill Rogerson Safety Services Ltd, and the Client specified in the attached Outline of Training Provision or Purchase Order (the Schedule).

The agreement is based on both these Terms and Conditions and the Schedule.

Any conversations or examples do not form part of this agreement unless specifically referenced.

Bill Rogerson Safety Services Ltd reserves the right to amend these Terms and Conditions at any time: and the Client will be informed of any changes.

The headings within this document are solely provided to assist in navigation and to provide a point of reference. These do not form part of the agreement.

Any changes to these standard terms and conditions must be specified in writing and agreed by both parties.

1. Bookings

- a) Initial bookings can be made in writing (by post or email) or by telephone but must be confirmed in writing.
- b) The location of the training will be agreed at the time of booking. Any change to the intended location must be agreed by both the Client and Bill Rogerson Safety Services Ltd and may incur an additional charge.
- c) The training will be scheduled for a date convenient to both the Client and Bill Rogerson Safety Services Ltd.

2. Suitability of Course Content

- a) Bill Rogerson Safety Services Ltd will provide an outline of the proposed course content to the Client at the time of booking. The Client is responsible for notifying Bill Rogerson Safety Services Ltd of any changes required to the proposed content, which may incur additional cost.
- b) The Client is responsible for ensuring all delegates have the prior level of knowledge or experience specified by Bill Rogerson Safety Services Ltd.

3. E-Learning Training Courses

- a) Invoices will be issued immediately on receipt of booking.
- b) Login details and access to E-Learning courses are supplied only on payment of invoice.
- c) No refunds or cancellations can be offered once login and access details have been provided.

Please note that when you use our eShop and e-Learning facilities, your data will be securely handled and managed via a trusted 3rd party partner. This information is only used in line with creating your training account and allocating learning facilities and modules. It will not be used for any marketing purposes by the 3rd party. If you require further information about how your data is processed please contact elearning-enquiries@billrogersonsafety.co.uk

*For your information our ICO registration number is: **Z7661266***

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4. Fees

- a) Training requirements will be confirmed and the charge agreed at the time the training is booked.
- b) Training resources and expenses will be agreed when the training is confirmed. Any changes will incur additional cost.

5. Cancellation and Re-Scheduling

- a) Bill Rogerson Safety Services Ltd must be informed of your wish to cancel a training session as soon as is practically possible.
- b) Requests to re-schedule training will be dealt with sympathetically but Bill Rogerson Safety Services Ltd reserves the right to apply the cancellation fees specified below if these cannot be accommodated.
- c) Bill Rogerson Safety Services Ltd reserves the right to charge the following cancellation fees, which are based on a percentage of the agreed training fee:
 - i) 14 days or less prior to the agreed training date - 80% of the fee
 - ii) 15 to 28 days prior to the agreed training date - 50% of the fee
 - iii) More than 29 days prior to the agreed training date - 20% of the fee
- d) Cancellation and re-schedule requests must be made in writing and sent by post or email to Bill Rogerson Safety Services Ltd. The above charge periods are based on the date that the cancellation notice is received.

6. Payment

- a) Full payment must be made within 30 days of the date of invoice.
- b) Bill Rogerson Safety Services Ltd understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not received according to agreed credit terms.

7. Confidentiality

All information supplied by either party to the other will be treated in strictest confidence.

8. Copyright

- a) Bill Rogerson Safety Services Ltd retains the copyright on all materials supplied or developed unless otherwise agreed. Materials must not be copied without written permission.
- b) Training materials relating to the Client's business (for example, proprietary products or systems) will be held in strict confidence and will only be used when providing training to the Client or on the Client's authority.

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9. Circumstances beyond Control

Neither the Client nor Bill Rogerson Safety Services Ltd shall be held responsible for circumstances beyond their reasonable control.

These include, but are not limited to:

- a) Fire, theft and vandalism
- b) The effects of industrial action and serious accidents or incidents
- c) Power failures
- d) Serious illness or accidents involving key personnel
- e) Computer viruses and similar malicious software

This does not absolve either Bill Rogerson Safety Services Ltd or the Client from the responsibility of taking reasonable steps to minimise disruption should an incident such as those listed above occur.

July 1st 2020