

## Training Courses & Assessments Terms & Conditions of Business

### 1. General

The terms and conditions of trade with Sibbald Training Limited (hereafter called the Company) are set out within this document and form the basis of all contracts for quotations and orders unless otherwise specified by the Company. No addition or variation to these conditions will bind the Company unless it is specifically agreed in writing and authorised by a Company manager.

All bookings are initially provisional and are not fully confirmed until the client agrees acceptance and confirms all details within the booking/order form in writing by return email. Only once this acceptance has been received will a booking/order be classed as confirmed, at this time an invoice will be raised and sent to the client.

These terms and conditions are correct **at the date shown on the relevant booking/order form**. The Company reserves the right to vary them without notice. An updated copy will be supplied to the client if requested.

Scottish law shall apply and Scottish Courts shall settle any disputes. These terms and conditions do not affect any statutory rights available to the client

### 2. Training Courses – Delegates Requirements

When courses are booked with the company a set of joining instructions will be supplied which details any requirements for the course along with course timings. Delegates are required to be punctual at all courses and sessions as per the timings stated on the joining instructions and may be refused entry to a course where there is late attendance.

Delegates must provide, their own overalls, safety helmets, protective gloves, safety footwear, waterproof clothing, safety glasses/visor, ear defenders and any other personal safety equipment required, for appropriate courses involving practical training.

Delegates must be physically capable of withstanding the rigours of training. If there are any doubts relating to this, the Company may refer the delegate to a GP 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 responsibility in this regard.

Equipment owned by or leased/lent to 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.

Certificates are awarded at the discretion of the Company, and only to those who successfully complete the training satisfactorily.

Consumption of alcohol or non-prescription drugs is not permitted prior or during training. The Company will refuse to train any delegates who infringe this condition and will require them to leave Company premises immediately. Where a delegate is undergoing a course of prescribed drugs they should inform the Company of the nature of the drug and any side effects. The Company may then seek assurance that training can be carried out without risk. The decision of the Company in relation to this is final.

### 3. Client Supplied Information

Should any information, supplied to the Company for the purposes of preparing a quote prove to be insufficient or inaccurate, the Company reserves the right to amend the quotation to cover any cost differential.

### 4. Prices

Unless otherwise indicated written quotations remain valid for a period of 30 days from receipt. The Company reserves the right to vary prices, products and services supplied in accordance with changes in circumstances, which may prevail, at any time.

Unless otherwise stated, all prices quoted are exclusive of VAT, which will be charged for the rate at the time of due payment, currently 20%.

## 5. Settlement Terms

For client accounts with approved credit terms. Payment terms are strictly 30 days from invoice date. Course certification will be held until full payment is made on the matching course invoice.

For Non-Account Customers or Individual Delegates full payment will be required at time of booking confirmation. Entry will not be permitted unless full payment is received. Delegates cannot attend if payment has not been received.

Payments/invoices can be settled using **BACS, Credit/Debit Card or Cheque**. All training courses/tests booked will include the relevant registration, administration and certification fees within the costs quoted.

## 6. Health and Safety

Where training is carried out on the Company's premises, all delegates must conform to and comply with the Health and Safety Policy as laid down by the Company. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.

Where training takes place on premises or areas specified by the client then the client shall ensure that the premises or areas are safe and without risk for employees of the Company. All risk areas must be clearly identified and marked by the client.

## 7. Cancellation and Transfer Terms

The Company reserve the right to charge a fee in respect to all bookings/orders that are cancelled or transferred after client confirmation. This fee will be charged to the invoice corresponding to the original scheduled date. The following fees will apply in the event of a cancellation/transfer prior to course start date:

- 14 working days\* or more - Full refund or no transfer charge** (as credit note)
- 13-9 working days\* - 75% refund or 25% transfer charge** (as credit note)
- 8-6 working days\* - 50% refund or 50% transfer charge** (as credit note)
- 5 working days\* or less – full course fee and for transfer the cost of the new course**
- Delegate no show / late attendance\*\* on day of training – full course fee**

*\*This time does not include any weekends*

*\*\*Where a late delegate cannot be accepted into a training course*

In the event that the Company are required to carry out work on a client's site or premises and on arrival, are unable to comply with the requirements because the client has failed to supply the necessary resources or personnel then the work will be deemed to have been cancelled by the client and cancellation conditions shall be enforced.

Should it become necessary for the Company to postpone all or any part of a course or other work due to circumstances beyond their control, a mutually agreeable alternative date will be selected on which to complete the work. The Company will not be liable for any costs incurred by the client for such actions.

# Vocational Qualification / Modern Apprenticeship Terms & Conditions of Business

## 1. Introduction

These terms of business apply to all VQ/MA delivery. All relevant candidate information should be completed at the time of booking. Any change in circumstances which might affect the delivery of the requested qualification, should be made in writing to [scheduling@sibbaldtraining.com](mailto:scheduling@sibbaldtraining.com)

A planned delivery method will be agreed based on the most efficient and cost affective option. Visit dates will be provided and candidates and client organisations should make every effort to accommodate suggested dates and ensure the appropriate equipment/ machinery is readily available.

Sibbald Training will keep you informed of the progress of you/your candidates.

## 2. Communication

Contact can be made by phone on 01501 750900 during our opening hours of 8am-5pm Mon-Fri.

## 3. Payments/Charges

- A formal booking form including agreed costs must be signed and returned prior to any work commencing. VAT will be charged (where applicable)
- Where travel to complete VQ on-site assessments is greater than 25 miles from Sibbald Park, West Lothian additional travel costs will be applicable (£0.55 per mile + £40 per hour instructor travel time as required depending on assessment location. Overnight accommodation as required is charged at £165 per night. Any other travel requirements (e.g. flights/ferries) will be priced on application)
- For client accounts with approved credit terms. Payment terms are strictly 30 days from invoice date.
- For Non-Account Customers or Individual Delegates full payment will be required at time of booking, prior to the VQ/MA being registered.
- Any additional work carried out will be charged at relevant day rates at the time of enquiry.
- We reserve the right to suspend assessment activities if accounts fall overdue.

## 4. Cancellation fees

No refunds will be issued to cancelled/withdrawn registered VQ's or MA

Cancellation of an agreed assessment visit with less than 5 working days' notice will incur a cancellation fee of £300 + VAT. This includes visits where the site/equipment is not suitable/available for the assessment.

For Industry Specific Training (IST) delivered as part of a MA program the following charges will apply where changes are made to confirmed IST courses:

- 14 working days\* or more – No cost transfer to new date**
- 13-9 working days\* - 25% cost to transfer course to new date**
- 8-6 working days\* - 50% cost to transfer course to new date**
- 5 working days\* or less – 100% cost to transfer course to new date**
- Delegate no show / late attendance\*\* on day of training – 100% cost to transfer course to new date**

All costs will be calculated based on the standard course pricing.

*\*This time does not include any weekends*

*\*\*Where a late delegate cannot be accepted into a training course*

## 5. Information Security

Sibbald Training will secure all documents relating to you, your company and your operations in line with GDPR regulations and Data Protection Act.

## **6. Service Level Agreement**

### **Introduction**

It is the purpose of this agreement to set out the responsibilities of the parties involved in the delivery of the above mentioned vocational award.

### **Induction/ Training**

A full and comprehensive induction to the assessment/training process will be given to all candidates prior to commencement on the award. This induction will include a skill scan of the candidate's experience. Where areas of weakness are identified a training needs analysis will recommend areas where additional training or work experience are required to meet national standards.

### **Registration**

Sibbald Training will ensure candidates are registered with the appropriate awarding bodies once payment has been received or if an account holder once booking has been confirmed.

### **Minimum Timeline**

Certification cannot be issued from the awarding body until a minimum of 12 weeks have elapsed from the date of registration.

### **Maximum Timeline**

A deadline of 12 months is set as a firm widow for completion, starting from date of registration. Sibbald Training reserve the right to withdraw any candidates whom are at fault in delaying site visits or portfolio submissions.

### **Assessment**

Assessors and candidates will set out and agree an assessment strategy during the induction process. Sibbald Training will provided dates for Site assessment visits, Sibbald Training expect the candidate and the candidate organisation to accommodate as best they can the proposed visit dates. Sibbald Training will ensure all candidate assessments are completed and submitted to the relevant awarding body for certification once Internal quality procedures have been satisfied.

### **Certification and resulting**

Sibbald Training will complete the certification and resulting process only once any outstanding payments have been received. Once your N/SVQ certificate has been received Sibbald Training will apply for your CPCS Blue Card, at this time your HSE test must be valid and to the correct level.

### **Safety and Equipment**

All sites must comply with current HSE Health & Safety guidelines. All equipment must be safe and fit for purpose and be made available where required