

## Terms and Conditions for Training Courses & Assessments

### 1. General

The terms and conditions of trade of Sibbald Ltd (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on the Company includes or refers to other terms and 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 signed by a Director or authorised Manager of the Company.

These terms and conditions will form the basis of all contracts with the Company, unless otherwise specified by the Company.

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.

### 2. Training Courses – Delegates Requirements

Where the training being provided is other than theoretical, delegates must provide, unless previously agreed by the Company, their own overalls, safety helmets, protective gloves, safety footwear, waterproof clothing, safety glasses/visor, ear defenders and any other personal safety equipment required.

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. Certificates are not issued purely for attendance unless otherwise agreed prior to course commencement in which case appropriate wording will be used on the certificate

Delegates are required to be punctual at all courses and sessions. When courses are booked with Sibbald a course requirements document will be provided, where possible, detailing everything you need to know about the course.

Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed prior to 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/Site Visit Arrangements

Should any information, in any form, supplied to the Company for the purposes of quote preparation prove to be insufficient or inaccurate, the Company reserves the right to amend the quotation to cover any cost differential. Should a mutually pre-arranged site visit be unsuccessful due to circumstances on site which are beyond our control then a call out charge of £150.00 + vat will be invoiced to the customer on each and every unsuccessful pre-arranged site visit made. Consultancy and VQ prearranged visits will be treated on a case by case basis as determined by the proposal agreed between our respective parties.

#### 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

Payment for all training/tests booked and confirmed by the client **must be settled and monies received by the Company prior** to the training course/tests booked taking place. Entry will not be permitted unless full payment is received. Delegates cannot attend if payment has not been received.

These payments can be settled using **BACS, Credit Card, cheque or cash**. 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 use his best endeavours to ensure that such 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 Postponement

The Company reserve the right to charge a cancellation/postponement fee in respect to all bookings/orders previously confirmed by the client. The following refunds will be made in the event of cancellations/postponements prior to course start date:

- 14 working days\* or more - Full refund** (as credit note)
- 13-9 working days\* - 75% refund** (as credit note)
- 8-6 working days\* - 50% refund** (as credit note)
- 5 working days\* or less - no refund**

*\*This time period does not include any weekends*

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 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.

#### 8. Applicable Law

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

#### 9. ITA Scotland

Companies or individuals who are eligible for claiming training grants from ITA Scotland, Skills Development Scotland must provide their voucher before or on the day of registration for testing with Sibbald. Failure to do this may jeopardise the possibility of candidates sitting the test unless individuals pay themselves on the day.

## VQ/MA Terms & Conditions of Business

### 1. Introduction

Thank you for choosing Sibbald Training to complete your N/SVQ. 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 [steven.hughes@sibbaldtraining.com](mailto:steven.hughes@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 750917 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 on-site assessments is greater than 25 miles from Sibbald Park, West Lothian additional travel costs will be applicable (£0.45 per mile + £35 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.
- Our rates are reviewed annually.
- 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

Cancellation charges will be applied to funded programmes.

Funded	
SCQF Level 5	£689.50
SCQF Levels 6 & 8	£1377.50

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

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. This is due to assessor time being booked out for the day in advance of the session.

### 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. Feedback/Complaint Process

Feedback/Complaints should be made in writing to [steven.hughes@sibbaldtraining.com](mailto:steven.hughes@sibbaldtraining.com)

### 7. 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