

# **S&T Training Limited: Terms and Conditions of Business**

## **1 Acceptance**

- 1.1 You, the customer, accept these terms and conditions of business as confirmed, by completing and submitting the booking form (either electronically or otherwise) or by having signed a specific contract between the parties.

## **2 Controls**

- 2.1 These terms and conditions apply to any booking made for any course or event.
- 2.2 Any conflict arising between these terms and conditions and any other terms and conditions then these terms and conditions will prevail unless authorised in writing by S&T Training Limited.
- 2.3 These terms and conditions of business shall be interpreted under English Law and any parties agree to abide by the jurisdiction of the country in which the course or event is to be held.

## **3 Payment**

- 3.1 a) Credit account customers:- Our standard credit terms for account customers is full payment within 30 days from the date of invoice.  
b) Non credit account customers:- Payment for courses booked by non credit account customers must be received 7 days prior to the commencement of the course start date unless otherwise agreed by S&T Training Limited.
- 3.2 S&T Training Limited reserves the right to charge interest on overdue accounts at the rate of 5% above Natwest Bank's prevailing base rate per month until full payment has been received. Interest will apply both before and after any court judgement. In addition, all costs and disbursements incurred by S&T Training Limited in the recovery of any fees paid late or disputed will be reimbursed by the customer.
- 3.3 All fees quoted are exclusive of V.A.T which will be chargeable at the prevailing rate.

## **4 Transfer of Booking**

- 4.1 Should circumstances mean that you need to transfer a candidate to another course then the following charges will apply dependant on notice given:
- More than 28 calendar days prior to the course start date – first transfer no charge;
  - 14 to 28 calendar days notice given – 25% of course fee;
  - Less than 14 calendar days notice given – 50% of course fee.

Any requests to transfer a candidate must be made in writing either by email, fax or letter, and will only be implemented from the date received. The new booking must take place within 28 working days from the date of the original booking.

NB: Free transfer applies to the first transfer only. Subsequent transfers incur a minimum charge of 25% of the course fee, rising to 50%, dependant on the notice given as shown above. All transfers must be taken within a period of three months from the original course date.

## **5 Cancellation of Training**

- 5.1 Should circumstances mean that you have to cancel a candidate from a training course and are unable to transfer your booking to another date at the time of cancellation then the following charges will apply:
- More than 21 calendar days prior to the course start date – no charge
  - 14 – 21 calendar days prior to the course start date – 25% of total course fee
  - 7 – 14 calendar prior to the course start date – 50% of total course fee
  - Less than 7 calendar days prior to the course start date – full course fee

Any requests to cancel a candidate must be made in writing either by email, fax or letter, and will only be implemented from the date received.

## **6 Non – Attendance**

- 6.1 If a candidate fails to attend a course, and we have not previously been informed, then the full course fee remains payable by the sponsoring company.

## **7 Late Arrivals / Missed Sessions**

- 7.1 If a candidate arrives late for a course or are absent from any sessions, we reserve the right to refuse to accept them for the training. In all such cases, the full course fee remains payable.

## **8 Unforeseen Circumstances**

- 8.1 On occasion, unforeseen circumstances may require us to cancel a course. In such circumstances you will be given as much notice as possible and offered a free transfer to another course date. However, S&T Training Limited will under no circumstances accept any consequential liability, irrespective of notice given.

## **9 Indemnity**

- 9.1 The customer shall indemnify and hold harmless S&T Training Limited for any claim resulting from injury to persons and damage to any third party except in the instance of proven negligence of S&T Training Limited or any of its employees. S&T Training Limited will not be held liable for any financial, economic or consequent loss of any kind incurred by the customer either directly or indirectly in the performance of the contract.

## **10 Copyright**

- 10.1 S&T Training Limited shall retain copyright of the sole rights to the copyright of any material produced for the purposes of training or any other event and no part of such material may be reproduced or transmitted in any form or by any means unless authorised in writing to do so by a Director of S&T Training Limited.