

Terms and Conditions

1. General

The terms and conditions of trade of HelCat Training Ltd (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to the 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 made **must be confirmed by the client to the Company** within 5 working days prior to the course taking place.

These terms and conditions are correct **at the date shown on the relevant course Joining Instructions** but the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if applicable.

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 their 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, only to those who successfully complete the training satisfactorily and upon receipt of payment. 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 HelCat Training Ltd, Joining Instructions 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 £100.00 + VAT plus T&S, will be invoiced to the customer on each and every unsuccessful pre-arranged site visit made. Consultancy and VQ pre-arranged 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 made prior** to the training course/tests booked taking place either by **BACS, Credit/Debit Card, Paypal or Cash**. All training courses/tests booked will include the relevant registration, administration and certification fees within the costs quoted. Travel and/or subsistence rates shall be individually discussed with the client.

6. Health & Safety

Where training is carried out on the Company's premises, all delegates must conform to and comply with the Health & 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 their 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 of courses previously confirmed and subsequently cancelled or postponed. The following refunds will be made in the event of cancellations/postponements prior to course start date:

- **More than 14 Days - Full refund**
- **9 – 13 Days - 75% refund**
- **6 – 8 Days - 50% refund**
- **5 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. COVID-19

Due to the COVID-19 pandemic, new legislation has been introduced for everyone's safety. The day prior to your course, **by 4 pm at the latest**, you **MUST** complete our online COVID health questionnaire and return it to info@helcatraining.com. Failure to do so means that your course will require to be cancelled/rescheduled.

On arrival at our Training Centre, please park at the rear of our building and wait in your vehicle to be admitted. Your temperature will be taken and requested to use hand sanitiser which is available throughout the building. Masks must be worn but may be removed as instructed by the event's nominated person.