



Responsive

RTS – POLICY – 014

Booking terms and conditions

Revision and Amendment History

Issue No.	Issue Date	Section Amended	Amendment Summary
0	14.03.19	NEW	None
1	26.03.20	Review	None
2	17.03.21	Cover Page and Review	Mathew Tomkinson has replaced Lee Grears as Top Management for this ISO9001:2015 Quality Management System.
3	09.03.2022	All (Annual Review)	Annual Review. Formatting Changed. ISO9001:2015 full title added for reference. Cover Page added which includes revision and amendment table and authorisation signatures.
4	30.08.2022	All	Maisie Lannaghan Removed as SHEQ Technician
5	25.11.2022	ALL	Full document review and new outlines in sections 1 – 13.

Authorised By:

Mathew Tomkinson

Operations Director (Responsive Training Services)



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TERMS & CONDITIONS

This is a legal agreement between you (Licensee or you) and Responsive Training Services Ltd of Unit A10, Haig Enterprise Park, Kells, Whitehaven, Cumbria, CA28 9AN (Licensor or we) for your purchase of training courses, which includes bespoke training and designs.

1. GENERAL: In these conditions:-

- 1.1 The "Seller" means Responsive Training Services Ltd;
- 1.2 The "Buyer" means the person, firm or company with whom the Seller contracts;
- 1.3 Any agreement made between the Seller and the Buyer for the sale of services shall only be subject to these Terms and Conditions. Any representation made by or on behalf of the Seller prior to the Contract whether orally or in writing is hereby excluded and shall have no effect. No servant or agent of the Seller has any authority to vary or add to these terms except with Seller's confirmation in writing signed by a Director;
- 1.4 A Seller's quotation will be deemed to have been withdrawn unless the Buyer accepts the same within 28 days of the date of the quotation;
- 1.5 If the Seller enters into a contract without the Seller having submitted a written quotation or a standard acknowledgement of order form, but in circumstances when the Buyer has had prior notice to these conditions, then all services rendered shall be subject to these conditions.

2. SERVICES AVAILABLE

Information of any kind contained in Seller's price lists or other promotional material is not guaranteed to be accurate, and shall not form part of the contract between the Seller and the Buyer. The Seller reserves the right to amend the specification of its services and the Buyer is advised to confirm the specification as set out in the Seller's quotation before placing the order.

3. SPECIFICATIONS

- 3.1 Where services are supplied to the Buyer's own specifications, the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification, but also that such specification does not infringe any trademark or copyright or any other proprietary right, and shall indemnify the Seller in full for any loss, damage or expenses whatsoever which the Seller may incur in the performance of the contract because of any infringement thereof.
- 3.2 Certain courses require previous experience or qualifications and it is the Buyer's sole responsibility to ensure eligibility to the course and/or any exams are satisfied. The Seller shall not be liable for any losses suffered by the Buyer as a result of any ineligibility and no refunds of any sums of money due or paid will be made

4. PRICE

- 4.1 The price to be charged will be in accordance with any written quotation subject to clause 1(d)
- 4.2 The Seller shall at their discretion be entitled to adjust the price in the event of a change in the requirements or to the number of delegates previously quoted.
- 4.3 The Seller's quoted price does not include Value Added Tax which will be charged at the rate prevailing at the date of the course.

5. CANCELLATION POLICY

In the event of the Buyer wishing to cancel places booked on courses, the following charges will apply:

- 5.1 Any cancellations must be provided in writing to Info@responsive.training
- 5.2 If cancelled more than 28 full working days prior to the course, no charge will be made (with the exception where we have incurred costs from an external contractor where these costs will be recovered);
- 5.3 If cancelled 14 to 28 full working days prior to the commencement of the course, then a 50% charge will apply.
- 5.4 If cancelled 14 or fewer full working days prior to the commencement of the course, then no reduction in charges will apply.
- 5.5 The above policy will be applied for all cancellations including adverse weather.
- 5.6 Where a Buyer has booked more than one delegate onto a course and has received a discount the Seller reserves the right to amend the discount offered for the remaining delegates
- 5.7 The Seller reserves the right to cancel any course for which it has received a booking where it is in the opinion of the Buyer uneconomic for the course to be run. The Seller will be under no obligation to the Buyer for any losses that the Buyer may have suffered howsoever these losses are incurred.
- 5.8 Non-classroom-based training may not be cancelled or rescheduled under any circumstances and charges for non-classroom-based training are therefore non-refundable.
- 5.9 Training may only be cancelled by the Buyer in accordance with this clause 5. If a Buyer fails to attend all or part of any Training, full payment of the Charges shall be required.
- 5.10 If a refund is approved by Responsive Training Services Ltd, it will be made through the original mode of payment only.

6. Substitutions and/or transfers

- 6.1 Buyer substitution may be made prior to the start of the course without penalty, providing Responsive Training Services is informed in writing. A fee may be payable in the circumstance to cover any examination fees incurred by Responsive Training Services. It is the clients' responsibility, having referred to the relevant course information, to ensure the course is suitable for the delegates.



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6.2 There is no charge for transferring your booking to the same course on an alternative date provided you notify Responsive Training Services Ltd in writing 28 working days before the start of the course and there is availability. A transfer fee of 20% of the course fee (plus VAT) will be payable if notice is received less than 28 days before the start of the original course.

7 PAYMENT

7.1 Where the Buyer has not previously agreed to account facilities with the Seller payment should accompany the Course Booking Form and or Group Booking Form, bookings will be considered provisional until payment is made in this instance.

7.2 Cheques should be made payable to Responsive Training Services Ltd and should be inclusive of VAT which is additional to the prices quoted.

7.3 For credit account Buyers Invoices will be issued in the month in which the services are supplied, payment terms unless otherwise agreed in writing are 30 days from the invoice date.

7.4 For services provided for a period greater than one month to Buyers with credit account facilities, invoices will be raised at the end of each month for the value of services supplied in that month, payment terms will remain at 30 days from the invoice date unless otherwise agreed in writing.

8 SITE WORK

If the Seller is required by the Buyer to work on the Buyer's premises or premises of a third party, then the Buyer will ensure that:

8.1 Proper and safe storage for equipment and materials shall be provided free of charge;

8.2 The Seller's servants and agents shall have free and safe access to the premises where the services are to be provided.

8.3 Any equipment or materials provided by the Buyer for the use of delegates and/or Seller during a course will comply with all applicable legislation, and the Buyer will indemnify the Seller against any or all claims received from whomsoever

9 BUYER DATA

8.1 As between the parties, the Buyer shall own all rights, title and interest in and to all of the Buyer Data.

8.2 Each party warrants that for the purposes of this Agreement it:

8.2.1 shall comply with the provisions of the Data Protection Legislation, including without limitation that it:

(a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;

(b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;

(c) shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;

(d) shall not transfer Personal Data outside the European Economic Area save in accordance with the Data Protection Legislation;

(e) shall comply with any request or notice it receives from a data subject in its capacity as a data controller;

10 FORCE MAJEURE

10.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

10.2 Neither party shall be deemed to be in breach of this agreement for any delay in performance or the extent that the delay is due to any Force Majeure of which it has notified the other party, and the time for the performance shall be extended accordingly.

11 ERRORS

The Seller reserves the right to correct any clerical or typographical errors made by its servants or agents at any time and shall not be liable for any losses suffered by the Buyer as a result of such errors

12 INTERPRETATION

The headings in these conditions are for guidance only and shall be of no effect on the interpretation of the agreement.

13 JURISDICTION

These conditions and each and every contract made pursuant thereto shall be governed by and construed by the laws of England and Wales and the parties agree to submit to the jurisdiction of the English Courts.