

TRUST



Falck

Safety Services

**TERMS &
CONDITIONS**

Falck Safety Services
training courses



1. Application

Unless specifically waived or otherwise agreed in writing between the parties, the following terms and conditions ("Terms and Conditions" or "Agreement") shall apply to all registrations and agreements for training courses to be held on sites owned (including sites leased or otherwise occupied) by Falck Safety Services ("Falck ") or any of its associated branches or companies.

2. Registration and order confirmation

The booking of a place on a training course shall be deemed to be accepted upon written confirmation from Falck on receipt of Falck joining instructions.

Upon the booking of a training course, these Terms and Conditions shall govern the relationship between Falck and the Client. The Client shall procure that all persons (whether its employees, agents, consultants or subcontractors) attending a training course booked by the Client, or the Client itself in the case of a self sponsored client, (a "Participant") shall act in accordance with and fully comply with these Terms and Conditions.

3. Fees and payment

The fees for standard training courses are set out in the Falck price list in force from time to time which is available upon request. Written quotations of Falck shall be valid for a period of 30 days from the date on which they are given but Falck may withdraw such quotation at anytime.

Applicable fees are stated in the quotation and shall be payable in (GBP) Great British Pounds. All prices are exclusive of VAT and any other taxes which shall be payable in addition to the fees at the prevailing rate(s) where applicable. The fees include the cost of course materials, course facilities and equipment unless otherwise agreed.

The Client shall pay each invoice submitted to it by Falck , in full and without withholding or deduction and in cleared funds, within 30 days of receipt of the invoice or as otherwise stated in the invoice. Self sponsored clients shall pay at time of booking.

Without prejudice to any other right or remedy that it may have, in the event of failure by the Client to pay Falck on the due date, Falck may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made.

4. Cancellation policy

The client may give notice to Falck that it no longer requires the bookings on a training course provided such notice is in writing and received by Falck more than 5 working days before the commencement of the training course. In such circumstances, Falck shall refund to the client all monies paid in respect of such training courses. If notice of cancellation has not been received more than 5 working days prior to commencement of the course or a participant who fails to attend a training course for any reason whatsoever on day of training, all fees payable in respect of such course shall remain payable to Falck.

Cancellations outwith the 5 day period may be transferred to a different start date within 3 months. Delegates who fail to attend the course on date of training will not be able to transfer their course booking and full course fees will apply.

- Course cancellation more than 5 working days notice = *Full refund given*
- Course cancellation less than 5 working days notice = *Full charges apply may transfer booking within 3 month period*
- No show on day of course = *Full charges apply course dates non transferrable.*

Falck reserves the right to cancel or postpone any training course for any reason whatsoever and in such event, Falck 's liability for such cancellation shall be limited to a full refund of fees paid or, where available and acceptable to the Client, transfer to a training course on an alternative date.

(Working days Monday-Friday)

4. (cont.) Management of Major Emergencies

The client may give notice to Falck that it no longer requires the bookings on a training course provided such notice is in writing and received by Falck at least 14 working days before the commencement of the training course.

In such circumstances, Falck shall refund to the client all monies paid in respect of such training courses. If notice of cancellation has not been received at least 14 working days prior to commencement of the course or a participant who fails to attend a training course for any reason whatsoever on day of training, all fees payable in respect of such course shall remain payable to Falck.

Delegates who fail to attend the course on date of training will not be able to transfer their course booking and full course fees will apply.

- Course cancellation more than 14 working days notice = *Full refund given*
- Course cancellation less than 14 working days notice = *Full charges*
- No show on day of course = *Full charges apply course dates non transferrable.*

5. Compressed Air Emergency Breathing System Training

On booking confirmed / provisional bookings will be charged in full. Bookings are not refundable or changeable to other dates. No shows will be charged in full and re booking to a future course will not be accepted for this course.

6. Bideltoid Measurement

On booking confirmed / provisional bookings will be charged in full. Bookings are not refundable or changeable to other dates. No shows will be charged in full and re booking to a future course will not be accepted for this course.

7. Course certification

A Participant must complete all aspects of a training course to the standard(s) specified by Falck in order to receive course certification. If the Participant fails to complete any element of a training course, the Participant shall not be entitled to certification. Any matter relating to the provision of course certification shall be determined by Falck in its absolute discretion.

8. Duplicate certificate

Requests for duplicate certificates must be made in writing by the Client or Participant stating the relevant training course, date, Participant name and date of birth. A charge of £20.00 per copy certificate will be applicable. This fee must be paid in advance of the duplicate certificate being issued.

8. Accommodation

If requested and if available, Falck will assist the Client in providing information to Participants about local accommodation. Falck accepts no responsibility for the provision of such information and shall not be liable for any losses (direct, indirect, consequential or otherwise) arising from any arrangement between the Client or Participant and the provider of such accommodation.

9. Health and safety

The Client must procure that each Participant shall at all times during the training course:

- a) act in full compliance with all applicable health and safety legislation, regulations and policies;
- b) follow all instructions or directions given by Falck personnel; and
- c) not be under the influence or in possession of alcohol or illegal substances.

If any Participant fails to act in accordance with the above requirements or is reasonably believed to have taken or used any illegal substances or alcohol, Falck may, in its absolute discretion, require such Participant to leave the training course. Falck will inform the Client of any such event. In such event, no fees or payments shall be reimbursed to the Client for the Participant's failure to complete the training course.

Each Participant shall, and the Client shall procure that the Participant shall, read and understand Falck's "Information for Participants attending training courses at Falck training centres" before participating in the training course.

It shall be the Client's sole responsibility to ensure that Participants are sufficiently fit and able, including being free from respiratory disorders and heart disease, to participate in any physical activity forming part of the training course. If in doubt, it is recommended that Participants seek appropriate medical advice prior to commencement of the training course. Falck reserves the right to refuse to provide training courses to any Participant when it considers such Participant's involvement may pose a risk to the Participant's own health and safety or the health and safety of others.

**10. Data Protection**

The Client and Participant agree that Falck is permitted to hold personal information about the Participant as part of its personnel and other business records and Falck may process such personal data as part of Falck's business as a data controller or data processor as the case may be. The Client shall obtain all necessary consents from Participants for Falck to use personal data in the ordinary course of Falck's business. Such processing may include transfer to countries or territories outside the European Economic Area (the "EEA"). The Client and Participants agree that Falck may disclose such information to third parties (including, for the avoidance of doubt, third parties situated outside the EEA) only if and to the extent that such disclosure is, in Falck's view, required for the proper conduct of Falck's business or that of any subsidiary, associated or holding company/ies of Falck. This clause applies to information held, processed or disclosed in any medium. The Client shall at all times comply with, and assist Falck in complying with, any subject access request and any legal or regulatory obligations. The terms "personal data", "data processor" and "data controller" shall have the meanings given to them in the Data Protection Act 1998 and "subject access request" shall mean the rights granted under Part II(7) of the Data Protection Act 1998. The Client shall indemnify Falck in relation to all losses, liabilities, damages and expenses arising directly or indirectly from any failure by the Client to comply with the provisions of this clause 10.

11. Intellectual property rights

All copyright, design rights and any other intellectual property rights (registered or unregistered) used, created or embodied in or arising out of or in connection with the delivery of the services shall remain the sole property of Falck and the Client and Participant shall not during, or at any time after, the completion of the training course assert ownership of or dispute Falck's ownership of such rights and shall assign to Falck such rights to come into its possession.

All materials and information (in whatever form) provided by Falck to the Client or a Participant in connection with the services may not be copied, distributed or be made available to any third parties. The Client and the Participants shall not use such material and information for any reason which is not connected to the training course or the Services provided by Falck.

A Participant is, subject to the previous paragraph, entitled to retain for their personal use the training course materials that are provided to them for this purpose. Any other materials relating to the training course (in whatever format) provided to the Client or a Participant shall be returned to Falck on the earlier of the completion of the training course or upon request by Falck. The Client and the Participants shall not copy or otherwise reproduce any materials (including training course materials) provided by Falck without Falck's prior written consent.

12. Liability of Clients and Participants

It is the responsibility of the Client to ensure that all sponsored Participants behave responsibly at all times. Falck reserves the right to remove a Participant from a course without liability if, in Falck's reasonable opinion, the behavior of a Participant is unacceptable.

The Client or the self sponsored Participant shall be liable without limitation for any damage to Falck's facilities, including but not limited to furnishings, premises and equipment, caused by the Participant and resulting from negligence.

In the event a Participant requires medical treatment or hospitalization the Client, or Participant in case of self sponsored Participants, shall bear all costs for such medical treatment or hospitalization.

13. Falck's liability and limitation of liability

13.1 This clause 13 sets out the entire financial liability of Falck (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client and/or Participants in respect of:

- (a) Any breach of this Agreement;
- (b) Any use made by the Client or Participant of the services provided to the Client or a Participant (including any course materials or part of them) ("Services"); and
- (c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 All warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law, excluded from this Agreement.

13.3 Nothing in this Agreement limits or excludes the liability of Falck:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Client or Participant as a result of fraud or fraudulent misrepresentation by Falck.

13.4 Subject to clause 13.3:

(a) Falck shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
- (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) Falck's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services and this Agreement shall be limited to £500,000.

The Client or Participant shall give notice in writing to Falck of any claim in respect of this Agreement as soon as is reasonably practicable and without any undue delay.

14. Insurance

The Client and Falck shall respectively obtain, maintain and keep in full force and effect all compulsory and customary insurances.

15. Force majeure

Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial dispute.

16. Rights of Third Parties

A person who is not a party to this agreement shall not have any rights under or in connection with it.

17. Severance

If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. Choice of law and venue

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter.

19. Translation

Any local language translation of these Terms and Conditions is provided for the convenience of the Client and Participant only. In the event of any discrepancy between the local language version and the English language version, the text of the English language version shall prevail.