

Commercial Training Terms and Conditions

Terms and Conditions

1.0 Introduction

These terms and conditions will apply to the Training Services booked by the Client with Us and no other terms and conditions referred to, prior to or after the time of booking, by the Client shall apply.

You should understand that by booking any Training Services, you agree to be bound by these terms and conditions.

2.0 Definitions

“The Client”, “You”, or “Your” means the party who has requested that We provide the agreed Training Services.

“Us”, “Our”, or “We”, means BHX Fire and Rescue Limited.

“Training Services”, or “Event”, means a training course or a training event provided by Us.

3.0 Training

We will provide Training Services to You and the content of the Event will be as specified in the relevant course material / syllabus issued by Us. The course content may be subject to reasonable modifications at any time to reflect changes in legislation and adoption of best practice.

4.0 Event Bookings

Events should be booked by You through the BHX Fire and Rescue Limited website (www.bhxfireandrescue.co.uk). On receipt of the request for an Event booking We will, within a reasonable period of time, subject to the availability of the places on the Event, confirm the booking, including the dates when the Event will be provided and the number of delegates that You have booked on the Event. You will provide a list of the names of the delegates that will be attending the Event no less than 7 days prior to the commencement of the Event. .

For Events that are delivered at the Airport Fire Station, We will require the individual delegate’s date of birth and a scan of either, a valid (i.e. in date), photo driving licence or valid passport, no less than 7 days prior to the commencement of the Event We require this information in order to obtain a visitor pass to allow access to the site. You should note that late submission of the required information may result in visitor passes not being available which will have the effect of barring admittance to Our premises and in such an event the provisions of Clause 9 shall apply.

NOTE:

Delegates attending any courses at the Airport Fire Station are required to bring their original valid photo driving licence or valid passport.

5.0 Course Location

The course will be conducted at Our premises at Birmingham Airport unless otherwise specified by Us.

6.0 Fees

The course fee shall be agreed with You at the time of booking the Event. All fees are priced and will be invoiced to You in pounds sterling (GBP). VAT will be payable by You at the prevailing rate. Payment terms (UK customers) – A Performa invoice will be forwarded to You setting out the payment terms. All payments should be received by Us in full prior to the commencement date of the Event and in any case no less than 7 days prior to the commencement of the Event. (All payments must be made in GBP and any bank charges paid by the Client)

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Note: Students who present themselves to Us at an Event without payment of the appropriate fee in accordance with the terms of this agreement will not be allowed admission to the Event

7.0 Accommodation

Unless otherwise agreed, the course fees for courses delivered by Us **do not** include accommodation and meals.

Should meals be provided, delegates must inform us of any special dietary requirements at the time of booking.

8.0 Protective Clothing, Equipment and Learning Materials

We will provide delegates with personal protective clothing as required for the Event unless specified by Us.

We will provide all necessary instructional material for the Event

9.0 Cancellation. / Non-Attendance

You may cancel your attendance at an Event by providing written notice to Us. The following fees will apply

- More than 14 working days – no fee
- 8- 14 working days 50% of the course fee
- 0-7 working days -100% of the course fee

If BHX Fire and Rescue Limited have to cancel any Event a full refund will be given or a change of date will be offered.

Note: Should a delegate not present themselves for an Event upon which they are booked then You will be liable for 100% of the total course fee.

10.0 Suitability of Delegates

We reserve the right to withdraw any delegate from the Event if in Our reasonable opinion we consider that the delegate is not suitable or fit to attend the course. You must ensure that delegates are physically fit, possess the required level of mobility in accordance with course demands, and do not have any respiratory disorders or heart disease. If in doubt, You should ensure that delegates are examined, prior to being booked on an Event, by a medical practitioner to ensure the delegate can withstand physical exertion and wearing breathing apparatus in smoky conditions, if this is a course requirement.

It is Your responsibility to ensure that the delegate is free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with an intensive course of study. We welcome students with disabilities but it remains Your responsibility to ensure that they are appropriately supported so that they can attend and participate in the Event.

Should you fail in your obligations under this Clause 10 and one or more of Your delegates in unable to undertake or complete the Event You will not be entitled to any reimbursement of fees paid and You will not be offered attendance at a future Event by way of recompense.

Should any assistance, specific provisions or adjustments be required to enable a delegate to attend and undertake an Event, then You must inform Us of these requirements at the time of making a booking request. We will have sole discretion in deciding whether the request can be accommodated and to accept the booking request.

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Should the request result in extra cost being incurred by Us in providing assistance or making specific provisions or adjustments then this will be charged to You in full.

Delegates will be required to comply with all of Our rules, regulations, and codes of conduct whilst on Our premises. We may, at Our own absolute discretion, expel any delegate who by reason or disruptive behaviour or misconduct proves themselves to be unfit to complete the course. Under these circumstances You will not be entitled to any reimbursement of fees paid and You will not be offered attendance at a future Event by way of recompense.

11.0 Certificates

Unless otherwise specified by Us, on successful completion of the course, the delegate may be awarded a certificate by Us. The decision that We make as to whether or not a delegate has successfully completed the course shall be final and binding

12.0 Insurance

We will arrange such third party liability and indemnity insurance as it considers appropriate and will permit the client to inspect the relevant policies on reasonable notice and subject to payment of any reasonable administration charges which We consider appropriate.

13.0 Care and Skill

We will exercise reasonable care and skill in training delegates and providing the courses.

14.0 Liability and Indemnity

The client acknowledges that part of the training may expose the delegate to potential danger. Although We will exercise reasonable care and take reasonable precautions, You agree to indemnify and hold Us harmless from and against all claims made in respect of personal injury (including injury, illness or disease resulting in death) and/or loss of or damage to any property other than to the extent such loss, damage or injury is due to, or arises from Our negligence of, Our employees or agents acting in the performance of their duties.

To the maximum extent permissible under English law, the total aggregate of Our liability to You or Your delegates, save in the case of death or personal injury, shall not exceed the total fees paid for attendance at the Event Under no circumstances shall We be liable to You for any consequential or indirect loss, including loss of revenue or profit and loss of goodwill or reputation .

Force Majeure

Neither party shall be liable for non-performance or delay of performance which is due to any cause beyond its reasonable control including (without limitation) inclement weather, fire, flood, industrial action, explosions, government regulations, and orders, regulatory requirements, operational requirements outside or control and acts of God. In the event that the course cannot be delivered by us due to Force Majeure then We reserve the right to provide the course at a future date to be agreed by both parties without penalty and without additional charge to You.

Notices

All notices to Us shall be in writing, in English and sent to BHX Fire and Rescue Limited, Birmingham Airport, Birmingham B26 3QJ. (For the attention of the Commercial Training Manager) and to You at such address as may have been given to Us.

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Remedies

Neither party shall be deemed to have waived any rights or remedies unless its waiver is in writing and signed by a duly authorised officer of the party making such a waiver.

Amendments

No amendments to this agreement shall be valid unless they have been made in writing and executed by duly authorised officers of both parties.

Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales unless the parties agree to arbitration.

Entire Agreement

This is the entire agreement between You and Us as to the course and all other agreements, understandings or representations not expressly included or referred to in this agreement are hereby excluded.

Intellectual Property Rights

All materials provided by Us in connection with any Event are owned by Us. No content, either in part or in whole may be copied, reproduced, uploaded, posted, displayed, linked or used in any way without our prior express written permission. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights that We may have. Should We receive and adapt or modify an Event to include any material provided by the You, then You warrant that any such material shall be provided with sufficient and appropriate rights to use the material in such a manner that it does not infringe the intellectual property rights of any third party. Accordingly You agree to indemnify and hold Us harmless from any claims associated with (inter alia) the use, modification, replication and/or sub-licensing by Us of any such material

Data Protection

Both parties agree that We are permitted to hold personal information about individual delegates as part of its personnel and business records and We may handle and process such personal data as part of Our role as data controller or data processor as the case may be, in accordance with the Data Protection Act 1988.
