

Terms & Conditions of Sale / Service

DEFINITION:

Any reference to "the Company" in the following terms and conditions of service shall mean Sage Safety & Training Ltd.

Any reference to "products" in the following terms and conditions of service shall mean provision of training, sale of goods or consultancy services

1. GENERAL:

- (a) The terms and conditions shall exclude all other terms and conditions subject always to any rights and liabilities imposed by statute. Any alterations or variation shall be of no effect unless agreed by a senior representative of the Company in writing. No other employee, representative or agent has authority to vary, alter or amend these conditions in any way whatsoever.
- (b) The Company will accept orders if they are in writing on a properly constituted order from the Purchaser. Verbal enquiries and orders are accepted only on the condition that the company receives written confirmation from the purchaser within 48 hours of the verbal order or enquiry. If the purchaser fails to give such written confirmation within the time stipulated then the Company shall, in its discretion, be entitled to refuse the order or enquiry or amend any quotation given.

2. QUOTATIONS:

- (a) Any quotation given is valid for a period of 30 days unless otherwise stated and is to be taken only as referring to the type of product specified in the quotation. Any verbal quotation is subject to written confirmation and subject to the product being available.
- (b) All prices quoted for equipment are correct at the date of despatch. Prices are not guaranteed and maybe subject to market fluctuation, although every effort will be made to maintain them.
- (c) All prices quoted do not include packing and carriage charges.

3. COURSE BOOKINGS:

- (a) Bookings are regarded as confirmed only upon receipt of full payment or a company purchase order. Invoices are issued as per the terms of 8(a). Bookings placed by purchase order, payment or online are binding and will be subject to the terms outlined.
- (b) Provisional bookings will be held for 48hrs. Payment or purchase order will be required by the agreed date. A provisionally held place is not deemed to be a confirmed booking and the place, after the agreed date for purchase order or payment, will be offered to others.
- (c) It is the responsibility of the individual or organisation making the booking to ensure that the delegate(s) attending the courses are free of any conditions described in the course joining instructions, or any other condition that may impair their ability to complete the course they have been subscribed. By submitting a course booking form, the applicant asserts that the delegates are physically fit for the intended course.
- (d) Joining instructions, a location map (and an accommodation list if requested) will be sent as soon as confirmation has been received.
- (e) To avoid unnecessary disturbance to other delegates, late arrivals will be turned away resulting in the full fee being charged. Acceptance will be at the discretion of the instructor and is final.

4. COURSE FEES:

- (a) Course fees include the provision of all course materials and refreshments. A buffet lunch will be provided for day courses only. Where courses are held on the client's own premises, no provision will be made for refreshments or lunch.
- (b) Invoices will be raised on confirmation of booking or placement of order.
- (c) Payment shall be received by the start of the course, unless credit terms have been approved or an agreement has been reached to the contrary in which 8(a) shall apply.

5. COURSE REQUIREMENTS:

- (a) Delegates attending practical courses should bring suitable clothing & safety boots (with a heel if climbing) and must be medically fit and will be required to sign an agreement to this effect before commencement of training.
- (b) Inspection & certification history required by law should be made available for inspection in the event that delegates wish to be trained using their own PPE.
- (c) The Company reserves the right to suspend training at any time should the medical condition fitness of the delegate be brought into question.
- (d) Where training is being conducted on third party premises outside the control of the company, the purchaser shall ensure that the venue is appropriate for the provision of training and that equipment being used is fully certified in line with current statutory notices and in a safe condition for to use. The company will not be liable for any costs incurred for any delay or disruption which may prevent successful completion of any elements of the training syllabus e.g. bad weather
- (e) Delegates attending climber revalidation and / or tower rescue courses must provide evidence of competence by a date of certification for advanced climber training taken in the last 3 years prior to the course commencing

6. CERTIFICATION:

- (a) All Certification will be released upon full payment being received and cleared funds available. A fee of £10.00 per item will be charged where a replacement ID card or certificate is requested. The replacement item will reflect only the information provided on the original and no changes shall be made.
- (b) Training alone may not be sufficient to deem a delegate competent. Additional supervision and/or familiarisation in the workplace may be required
- (c) All certificates shall be forwarded to delegates within 7 working days.

7. CANCELLATION:

- (a) The purchaser without written agreement may not cancel any order that has been accepted, and if any such agreement is given the purchaser shall pay the company such a sum as we shall see reasonable in respect of work done.
- (b) The Company reserves the right to cancel or alter the dates or provision of service without liability and to alter the venue and the individual or organisation providing the service without prior notice. In the event of course cancellation by the Company, booking will normally be transferred to the next available course/date unless you specifically request otherwise. The company will not be held liable for any travel, accommodation bookings or other cost incurred but the customer / purchaser.
- (c) The Company reserves the right to cancel courses without liability where conditions outlined in 5(d) and 5(e) above are not met. In this event the purchaser will be liable for the full fee.
- (d) If a course booking is cancelled by the purchaser or transferred to a different course the following fees will be payable.

Within 5 clear working days of the start: 100% of Charge
6 to 10 clear working days of the start: 50%
11 to 28 clear working days of the start: 25%
Greater than 29 working days: Full Refund.
In the event of delegate non-attendance the full fee will be payable.

- (d) Full fees shall apply in the event of delegate non attendance due to poor weather or travel disruption. In the event of the Company cancelling the training clause 7(b) shall apply.
- (e) If a delegate does not complete the course then a refund is not available

8. PAYMENT & CREDIT TERMS:

- (a) Payment for all materials, & goods shall become due within 30 days of the date of the invoice or as previously agreed in writing with the company. Payment for services & training shall become due within 30 days of the date of invoice All prices quoted are subject to VAT.

(b) Credit / Debit Card refunds shall incur an admin fee of 4% of the total payment to cover bank / issuer charges

(c) Credit terms of payment quoted are strictly by arrangement, may be subject to status and will be subject to any approved Credit Account. In the event of non-compliance with this clause by the customer then the company shall be entitled to cancel any orders given without any liability to the company

(d) If any one invoice is not paid by the due date then the company shall be entitled in its absolute discretion to claim the total balance of all invoices that have been issued at the time irrespective of whether they are due for payment or not. No failure by the company to exercise its rights under this clause shall be construed or operated as a waiver thereof.

(e) Until such payment in full the purchaser shall clearly identify the goods or any other goods or products belonging to the company as being the property of the company.

9. INTEREST ON LATE PAYMENT:

In the event of payment not being made by the due date then the company shall have the right (to be exercised at its discretion) to issue a late payment demand thereby charging compensation & interest on the amount outstanding. The amount of surcharge shall be separately shown on the invoice.

10. NOTIFICATION OF QUERIES AND COMPLAINTS:

Notification of queries and/or complaints must be notified to the Company verbally or in writing within three (3) days of receipt of the Goods/Service and/or the invoice whichever is the later.

11. RETENTION OF TITLE:

The company shall retain full legal and beneficial ownership in all goods supplied. Title to the invoiced goods will only pass to the purchaser once full payment of the invoice is received. This will apply to all transactions between the parties unless varied in writing by both parties.

12. FORCE MAJEURE:

The company reserves the right to cancel, vary or suspend the operation of contract of sale/service if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of the company; and the company shall not be held liable for any breach of contract resulting from such an event.

13. WARRANTY:

The company warrants that the goods supplied are free from defects in material and workmanship and will replace, repair or refund the price of any faulty goods within 6 months of delivery. This shall not be the case if the goods have been subject to misuse or abuse of any kind and does not cover wear and tear. All warranty is conferred to the initial purchaser and is not transferable on resale.

14. DELIVERY:

- (a) Unless otherwise agreed in writing time is not of the essence of the contract but the company undertakes to use its best endeavours to execute orders and to effect delivery in a reasonable time. Any date or time given by the company to the purchaser is an estimate only and shall not be considered a contractual obligation.
- (b) Delivery of goods which exceed £1,000.00 (net) in value and do not exceed 30kg in weight will be delivered to the purchaser at no cost to the purchaser.
- (c) The company shall not be liable for any failure to perform any part of the agreement if performance has been delayed, hindered or prevented by any circumstances whatsoever which are not within the control of the company and are not preventable by reasonable diligence on its part and without prejudice to the generality of the foregoing.
- (d) Under no circumstances shall the purchaser be entitled to rescind this contract on the grounds of the failure by the company to deliver one or more instalments of the goods.
- (e) Non-delivery must be notified to the company within 5 working days of the invoice.
- (f) The company may cancel this contract at any time before the goods are delivered by giving written notice to the purchaser. On giving such notice the company shall promptly repay to the purchaser any sums paid in respect of the order. The company shall not be liable for any loss or damage whatever arising from such cancellation.
- (g) The Company shall not be liable for any loss or damage arising from delayed or cancelled deliveries whether caused directly by the actions of the Company, a third party or force majeure.

15. CLAIMS:

- (a) All Claims made against the company for damage or short deliveries should be advised in writing within 1 working day of receipt of goods. All deliveries should be inspected immediately on receipt and any damage or short deliveries should be detailed on the carriers' paperwork when signing for a delivery.
- (b) Submission of the complaint shall not excuse payment or any delay in payment by the purchaser.
- (c) The purchaser shall retain any allegedly defective or damaged goods until inspection by the company. Failure to observe this requirement shall be an absolute bar to any claim by the purchaser.

16. RETURNS:

Goods will not be accepted for return for credit unless previously agreed and must be received in the original packaging in a resalable condition. Goods accepted by arrangement will be subject to a 15% Administration and handling charge. Please call or Email the Company to obtain a returns authorisation number prior to returning any goods. The return of the goods will be at the expense of the purchaser.

17. BESPOKE OR SPECIAL ORDERS:

Bespoke products made to specific customer requirements cannot be returned for credit/replacement.

18. BREACH:

If the purchaser commits any breach of the terms of this agreement or being a Company has a Resolution or Petition for its winding up passed or presented, or a Receiver or Manager is appointed or, if a natural person, commits any act of bankruptcy or enters into any composition with creditors, or suffers any execution to be levied upon its goods, the company shall be entitled in its absolute discretion to terminate the contract or suspend its performance and all sums in respect of products delivered to the purchaser shall become payable forthwith.

19. INDEMNITY:

The purchaser will indemnify the company against any loss, damage or delay arising as a result of poor site conditions.

20. LAW APPLICABLE:

In the event of a default of this Agreement, English Law shall govern these Terms and Conditions of Sale/Service.