

Terms & Conditions of Contract

Training courses and services are provided on the following terms and conditions: -

1. These are the Terms & Conditions of Confined Spaces Training Services Limited, hereinafter referred to as CSTS.
2. It shall be the duty of the customer, as far as is reasonably practical, to ensure the safety and welfare of CSTS staff whilst training on customer premises.
3. The customer will make available for use by the trainee(s) such training materials, locations, equipment and protective clothing as agreed are appropriate to achieve the training objectives. All standard equipment will be supplied by CSTS free of charge - any additional specialist equipment will be supplied by the customer.
4. At all times course participants remain the employees of the customer.
5. Any information relevant to the course (safe systems of work, method statements etc) will be supplied free of charge by the customer.
6. All successful candidates will be issued with a certificate, which is valid for 3 years, (**see section 7**). CSTS reserves the right to fail any candidate deemed unsuitable for working in confined spaces and will provide a written report on all unsuccessful candidates. CSTS will not release any information in relation to candidates who fail on medical grounds. It will be the candidate's responsibility to inform his/her employer of any medical conditions that prevent them from working in confined spaces.
7. Certificates for successful candidates will not be released until the course is paid for in full. **This condition applies to both account and non-account customers.** Candidates wishing to take certificates with them must inform their instructor on the first day and will need to ensure that they have written approval on company letter head from their employer and that the course fee is paid in full before the end of the course.
8. CSTS reserves the right to charge a cancellation fee in respect of courses already confirmed. If cancellation is received in writing less than 8 weeks from commencement date, a fee of 50% of the total course fee will be charged. If cancellation is received in writing less than 4 weeks from commencement date, the full fee will be charged. To avoid cancellation cost CSTS may be able to transfer candidates to other courses (see 9 below).
9. A £40.00 administration charge per place/course will be applied when transferring candidates to alternative dates or courses.
10. If for reasons beyond their control, CSTS cancels a course without notice, CSTS will not be held liable for any costs incurred by the customer as a result of such cancellations.
11. Should it become necessary for CSTS to postpone any part of a course, due to circumstances beyond their control, then a mutually agreeable date will be chosen on which to complete the course. CSTS will not be liable for any costs incurred by the customer for such actions.
12. These terms and conditions will form the basis of all contracts with CSTS, unless otherwise specified in writing by CSTS.