

SPECIAL TERMS & CONDITIONS FOR TRAINING SERVICES

Special Agreements in respect of Training Services Undertaken by the Buyer

1. Training Services

1.1 Unless otherwise agreed, all equipment used in the provision of the Training Services shall be provided by the Company. Should the Buyer use any equipment of its own the Company will not be responsible for any resulting loss or damage. (Please note the instructor may request the inspection information and certificates of conformity for this kit. If this cannot be produced the instructor may not continue with the course and this shall be deemed a cancellation and Clause 5 shall apply).

1.2 The Buyer agrees that its employees and its agents will at all times comply with all the requirements of the Company's employees and agents under this Contract.

2. Offsite Training

2.1 When the Training Services are provided at premises other than the Company's premises:

2.1.1 The training facility must have a suitable classroom and practical training area where applicable, with enough room for the trainer to present the course along with enough tables and chairs for all candidates who are undertaking the course.

2.1.2 There must be an electricity power supply (240v) for the instructor to use to present PowerPoint presentations to the class.

2.1.3 A contact person at the training location will be responsible for ensuring that all facilities are suitably provided, and this person is to be available at the location on the agreed date to rectify and shortcomings.

2.1.4 There will be no increases in numbers of candidates without the agreement of the Company, failure to observe this requirement will result in additional numbers being turned away.

2.1.5 A suitable site specific risk assessment must be in place prior to the commencement of any practical training.

2.2 Depending on the type of work to be undertaken by the candidates, training alone might not be sufficient and additional supervision and/or mentoring might be required following the course.

2.3 The training facility must:

2.3.1 Contain training apparatus which allows tasks to be carried out that replicate their work.

2.3.2 Be able to exclude other workers from entering the practical area for health and safety reasons.

2.3.3 Be in an area where background noises are at a suitable level for training to be carried out.

2.3.4 Have appropriate first aid kits available for use on site. (All instructors are sufficiently trained to first aid care initiator status.)

2.4.5 Have valid declarations of conformity for any access systems. (The Company reserves the right to view these before training commences.)

2.4 The Company shall not be responsible for the suitability and safety of the premises and will not be liable for any resulting loss or damage through the use of other premises.

2.5 On reasonable notice, the Buyer will allow the Company to inspect the area, premises or building to which the Training Services are being provided and will, prior to the Training Services commencing, provide the Company with any reasonable assistance which may be required.

2.6 If in the reasonable opinion of the Company's representatives the conditions under which Training Services are to be provided are unsafe in any way, the Company will not be responsible for any extra cost that the Buyer incurs until the conditions are suitable (in the reasonable opinion of the Company's representative) for the Training Services to be carried out.

2.7 The Buyer will pay the Company any extra costs that it incurs as a result of any variation, delay or suspension of work arising from any act or omission of the Buyer or any other contractor

employed by the Buyer or any other circumstance for which the Company is not responsible.

2.8 The Company will not be responsible for any resultant cost or loss if, in the reasonable opinion of the Company or any of its employees or agents, the premises are deemed to be unfit or unsafe for the provision of the Training Services.

2.9 If the premises are deemed unfit for the Training Services to take place or Company employees are not allowed on site this shall be deemed as a cancellation and Clause 5 below applies.

3. Payment

3.1 Payment of pro forma invoices must be made in full in cleared funds before the commencement of the course

3.2 For account holders payment terms are detailed in Clause 5 of the General Terms and Conditions detailed above.

3.3 Certification shall only be issued on receipt of full payment for the course and any additional charges in relation to the course.

3.4 All certification shall be sent to the invoice address given on the booking form or Purchase Order unless otherwise requested in writing.

4. Accommodation

4.1 It is the responsibility of the client to book their own accommodation if an overnight stay is required. However, the Company is delighted to offer dinner, bed and breakfast with a local provider, please phone the training department for information on pricing. If you would like to make a booking, please complete an Accommodation Booking Form.

5. Cancellation

5.1 In the event of course postponement/cancellation the fees are strictly as follows:

5.1.1 More than 14 days 20% of total course cost chargeable;

5.1.2 Between 14 and 7 days 50% course cost chargeable;

5.1.3 within 7 days 100% course cost chargeable.

5.2 In the event of postponement/cancellation of accommodation there shall be no charge if 48 hours notice is given. Less than 48 hours notice incurs the full accommodation cost.

5.3 All cancellations must be in writing. None attendance on the day shall be chargeable for the full rate of both training and accommodation.

5.4 Non-completion of courses shall be chargeable at the full rate.

6. Course Dates & Delivery

6.1 All scheduled courses are subject to availability. A completed and returned booking form shall be taken as confirmation of booking and conclusive proof of acceptance of the Company's Terms and Conditions.

6.2 Until a signed booking form is received all dates are offered on a 'first come first served' basis.

6.3 Any provisionally booked dates shall be held until 14 days before the date the course is due to commence. If a booking form and purchase order is not received by this date then the course date may be offered to other candidates.

6.4 All courses shall be delivered in the English language. It is the responsibility of the person signing the booking form to ensure that all candidates have a suitable and sufficient understanding of the language.

7. Age Requirements

7.1 All candidates must be a minimum of 18 years old for the IRATA course.

8. Medical Requirements

8.1 Candidates should be free of medical conditions which are contradictions for this type of work, including:

- Heart disease/chest pain
- Raised blood pressure
- Epilepsy, fits, blackouts
- Fear of heights/vertigo
- Giddiness/difficult with balance
- Impaired limb function
- Alcohol or drug dependence
- Psychiatric illness/counselling
- Diabetes
- Asthma or impairment of breathing
- Claustrophobia
- Skin problems
- Eyesight problems not corrected by glasses or contact lenses
- Regular medication impairing attention or consciousness

8.1.1 If a candidate suffers from any of the above mentioned medical conditions they will not be allowed to climb unless a Doctor's note is provided stating the candidates fitness to climb.

8.2 Candidates who weigh over 136kg are prohibited from participating in practical elements of courses.

8.3 The Company reserves the right to weigh candidates before allowing participation in the practical elements of courses.

8.4 Failure to notify the Company that a candidate weighs over 136kg will result in the candidate being prohibited from completing the course and 100% of the course cost will be charged.

8.5 Candidates should be physically able to perform the task expected in terms of strength, agility and co-ordination. They should also be able to withstand the stress of the working environment such as heat, cold and inclement weather.

8.6 All candidates shall be required to sign to self certify that they are medically fit and know of no reasons as to why they cannot participate in practical elements of any of the courses.

8.7 Any candidates who are exempt from wearing a helmet will have to sign a waiver.

8.8 It is recommended that all personnel employed to climb, use rope access techniques or enter confined spaces should be medically fit to perform the work they are likely to undertake, and that a suitable medical should be carried out to confirm this.

8.9 The Company reserves the right to exclude a candidate on the grounds of weight/health/fitness, or general unsafe attitude towards health and safety.