



## **TERMS AND CONDITIONS FOR TRAINING AND ASSESSMENT**

### **ACCEPTANCE**

The customer accepts these terms and conditions of business (Training and Assessment) by completing and submitting the booking form (either electronically or otherwise).

### **CONTROLS**

These terms and conditions apply to any booking made for any course or event.

If any conflict arises between these terms and conditions and any other terms and conditions, then these terms and conditions will prevail unless authorised in writing by the Managing Director of Seaton Rail Limited.

These terms and conditions of business shall be interpreted under English Law and both parties agree to abide by the jurisdiction of the country in which the course or event is to be held.

### **PAYMENT**

#### **Credit account customers:**

Our standard credit terms for account customers is full payment within 30 days from the date of invoice.

#### **Non-credit account customers:**

Payment for courses booked by non-credit account customers must be received 7 days prior to the commencement of the course start date unless otherwise agreed by Seaton Rail Limited.

We accept payment by bank transfer and major debit/ credit cards either via telephone or in person. Online payments are accepted via Paypal.

All prices quoted are exclusive of V.A.T which will be chargeable at the prevailing rate.

### **CANCELLATION OF TRAINING**

Should circumstances mean that you have to cancel a candidate from a training course or workplace assessment and are unable to transfer your booking to another date at the time of cancellation then the following charges will apply;

More than 14 calendar days prior to the course start date – no charge

7 – 14 calendar days prior to the course start date – 50% of total course fee

Less than 7 calendar days prior to the course start date – full course fee

Any requests to cancel a candidate must be made in writing either by email, fax or letter, and will only be implemented from the date received.

### **NON – ATTENDANCE**

If a candidate fails to attend a course, and we have not previously been informed, then the full course fee remains payable by the sponsoring company.

### **LATE ARRIVALS / MISSED SESSIONS**

If a candidate arrives late for a course or are absent from any sessions, we reserve the right to refuse to accept them for the training. In all such cases, the full course fee remains payable.

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**UNFORESEEN CIRCUMSTANCES**

On occasion, unforeseen circumstances may require us to cancel a course. In such circumstances you will be given as much notice as possible and offered a free transfer to another course date. However, Seaton Rail Limited will under no circumstances accept any consequential liability, irrespective of notice given.

**INDEMNITY**

The customer shall indemnify Seaton Rail Limited for any claim resulting from injury to persons and damage to any third party except in the instance of proven negligence of Seaton Rail Limited or any of its employees.

Seaton Rail Limited will not be held liable for any financial, economic or consequential loss of any kind incurred by the customer either directly or indirectly in the performance of the contract.

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