



Standard Terms and Conditions of Business (Training and Support (on or off site))

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1. Definitions

These are the terms and conditions governing the provision of services by EFM Consulting Ltd or its subcontractors with the exclusion of any other oral or written statement or agreement whatever its legal character.

- 'Client or Customer' means a company or individual that requests a session or enters a contractual arrangement for the delivery of the same.
- 'Delegate' means the party or parties named as attendees on the course booking form if the attendance is for the delivery of Training.
- 'Invoice' means an invoice for the charges delivered by EFM Consulting Ltd to the customer (or to Micad Systems Ltd. should EFM Consulting Ltd be contracted to deliver the session by Micad Systems Ltd.).

2. General

These Terms and Conditions shall apply to all services delivered by EFM Consulting Ltd to the Customer in accordance with any order confirmation authorised by the Customer. No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and

Conditions. EFM Consulting Ltd employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by EFM Consulting Ltd in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

3. Acceptance of order

- i. Bookings can be accepted at any time up to the course start date, subject to availability.
- ii. An official confirmation must be received from the Customer in order to reserve a place. Prior to your confirmation, your place is only held provisionally.
- iii. Confirmed bookings can be made by email (provisional bookings can be made by telephone, email or via our on-line booking form). Bookings will only be confirmed on receipt of written authorisation plus provision of Purchase Order Number (or, in the case of an Asbestos Contractor, full payment against invoice).

4. Substitutions, Rescheduling and Cancellations

- a. Delegate substitutions may be made prior to the start of the course without penalty, providing EFM Consulting Ltd is informed in writing. It is the Customer's responsibility, having referred to relevant EFM Consulting Ltd course information, to ensure the course is suitable for the Delegates' requirements. Should extra delegates attend courses without agreement by EFM Consulting Ltd, the Customer agrees to pay, on demand, for each delegate at the delegate rate as set by EFM Consulting Ltd from time to time.
- b. Cancellations for any service by customers made more than thirty days before course commencement will incur abortive charges relating to accommodation and / or travel costs at the absolute discretion of EFM Consulting Ltd.
- c. Cancellations within one to seven days of course commencement will incur a 100% day rate cancellation fee, between eight and thirty days will incur a 50% day rate cancellation fee.
- d. In all circumstances EFM Consulting Ltd require written notification of any cancellations.
- e. EFM Consulting Ltd undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances EFM Consulting Ltd will endeavour to re run the course on a mutually agreeable date and time.
- f. EFM Consulting Ltd reserves the right to cancel a course or session, though we make every effort to ensure this does not occur. In the event of a course being cancelled by EFM Consulting Ltd, alternative dates will be proposed or a full refund of monies paid will be made to the customer.
- g. EFM Consulting Ltd takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses as a consequence of exceptional cancellations.

5. Sub-contracting

EFM Consulting Ltd reserves the right to assign or sub contract its training courses to other appointed and approved companies.

6. Pricing and Payment terms

- a. All course or attendance fees are fixed and published by EFM Consulting Ltd, however EFM Consulting Ltd reserves the right to review and change prices from time to time. Any alterations will be advised at the time of quoting for Services.
- b. When delivering Training, the course fee includes tuition, access to Micad IPR Manuals, as appropriate to the course.
- c. Payment of the course or attendance fee, together with the VAT, should be received by EFM Consulting Ltd within

1. In the case of Asbestos Contractors, 7 days before commencement of the course; or
 2. in the case of any other client, within 30 days of the date of delivery of the course or session, or receipt of invoice, whichever is later.
- d. No services will be provided unless payment has been received (in the case of Asbestos Contractors) or a Purchase Order has been supplied to cover the cost of any session booked (in the case of any other client). Should sessions be booked via Micad Systems Ltd. the provision of a Project number by Micad Systems will be taken as such an Order Number for the purposes of this clause;
- e. All prices quoted are exclusive of VAT, which will be charged at the prevailing rate as notified by Customs and Excise.
- f. Payment must be made by Bank transfer to an account specified by EFM Consulting Ltd from time to time.
- g. The client agrees to pay for any loss or extra cost incurred by EFM Consulting Ltd through the client's instructions or through failure in taking delivery on the part of the client, its servants or employees.

7. Training Course Content

Our course listing is provided for information purposes only and does not constitute an offer for a particular course or programme. EFM Consulting Ltd constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course without notice to the Customer. A course title, duration, cost, content and location are liable to change at any time.

8. Delegate Suitability

- i. It is the Customer's responsibility to ensure that the course is suitable for their requirements. All delegates should have read and understood the course outline and met the necessary prerequisites (if applicable).
- ii. EFM Consulting Ltd reserves the right to ask a delegate to leave the training event if the delegate does not meet the course prerequisites. The Customer may, in such circumstances replace the Delegate at their absolute discretion.
- iii. EFM Consulting Ltd urges clients to support this policy, which is designed to protect the Customer's investment.
- iv. All delegates will be required to abide by any site rules and regulations operating at the course location.

9. Force Majeure

EFM Consulting Ltd shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of services through any circumstances beyond its reasonable control including but not limited to strikes, lock outs, accidents, war, fire, acts of God, reduction in or unavailability of power, break down of plant or machinery.

10. Limitation of Liability and Indemnities

- a. Except as may otherwise be expressly provided in these Terms and Conditions, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are hereby excluded by EFM Consulting Ltd to the fullest extent permitted by law and EFM Consulting Ltd shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer.

b. EFM Consulting Ltd represents and warrants that the services provided will be performed in a professional and skilful manner consistent with the professional standards and the general customs and practices of the industry.

c. EFM Consulting Ltd maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any order confirmation and/or these Terms and Conditions (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to EFM Consulting Ltd for the services which are the subject of the order confirmation in question.

d. Without prejudice to the generality of the foregoing, EFM Consulting Ltd shall not be liable to the Customer (whether in contract, tort, by statute or otherwise) for loss of profits and/or for any incidental, consequential, special or indirect loss or damage arising out of or in connection with any order confirmation and/or these Terms and Conditions, including but not limited to: (a) loss of use; (b) loss of goodwill; (c) loss and/or corruption of data; (d) loss of information; (e) loss of business; (f) loss of goods; (g) loss of anticipated savings; (h) loss of revenue; (i) downtime; (j) any damage relating to the procurement by the Customer of any substitute services.

e. For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses 10 (d) through (j) inclusive above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these Terms and Conditions and/or any order confirmation.

f. For the avoidance of doubt, nothing in these Terms and Conditions and/or any order confirmation shall restrict and/or exclude in any way EFM Consulting Ltd' liability for (a) death or personal injury resulting from the negligence of EFM Consulting Ltd, its officers and/or employees; and/or (b) fraudulent misrepresentation. The Customer is liable for any loss, damage or injury to EFM Consulting Ltd staff or their property which may arise whilst working at the Customer location and is due to negligence or breach of statutory duty by the Customer.


g. EFM Consulting Ltd accepts no liability for the failure of any third party hardware, software and/or systems which may be the subject of any EFM Consulting Ltd services: this includes failure to meet its operating specification.

h. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of EFM Consulting Ltd.

i. All Intellectual Property Rights for any product or service remain the property of EFM Consulting Ltd unless otherwise stated or agreed.

Disclaimer:

The information contained in all EFM Consulting Ltd literature is distributed on an "As Is" basis, without warranty. While every precaution has been taken in the preparation of the training courses and associated literature, neither the author nor EFM Consulting Ltd shall have any liability to any person or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the material contained in such literature.

Signed: 

Print Name: Marc Watson

Position: Managing Director

For an on behalf of: EFM Consulting Ltd.