

EXTERNAL CLIENTS - TERMS AND CONDITIONS FOR THE BOOKING OF TRAINING COURSES THROUGH MARSHALL SKILLS ACADEMY, A BUSINESS UNIT OF MARSHALL OF CAMBRIDGE (HOLDINGS) LTD

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INTRODUCTION

This document provides the legally binding terms and conditions under which training courses are booked by external clients (hereinafter referred to as the client/s) and the associated obligations of both the client and the Marshall Skills Academy.

Clients have the responsibility for ensuring that the correct course is booked; i.e. initial training must be carried out before refresher training. Any delegate that is more than 3 months out of date (previous initial training received) will be required to re-attend an initial course.

Courses are to be booked through the e-commerce website:

<https://marshall.accessplanit.com/accessplan//LMSPortal/UI/Page/Authentication/Login/Default.aspx>

The default method of payment is by way of an invoice, raised at the time of booking, paid via BACS or the financial gateway. Pay within 30 days from receipt of invoice. Alternative payment methods may be requested by contacting info@marshallskillsacademy.com or via the 'contact us' on www.marshallskillsacademy.com

TYPES OF COURSES ON OFFER

Scheduled/Open Courses:

- 1.1 A scheduled open course is a course which will accept delegates from multiple organisations and is advertised by the Marshall Skills Academy.
- 1.2 A course delivery schedule is published for the prospective 12-month rolling period.
- 1.3 Courses are booked on a first come first served basis.
- 1.4 A scheduled course is subject to a minimum/maximum delegate attendee number criteria and Marshall Skills Academy reserves the right to cancel the course and offer an alternate date if the minimum capacity is not reached.
- 1.5 Terms apply.

Exclusive Courses:

- 1.6 An Exclusive course is a course which will only accept delegates assigned by the booking client.
- 1.7 Can be arranged by calling our booking number, by email or by completing and submitting a booking form.
- 1.8 Whenever possible a minimum notice period of 4 weeks' prior notice will be required to provide the training.
- 1.9 Where less than 4 weeks' notice is given, an additional surcharge may be applied.

- 1.10 Exclusive courses will be charged at a fixed price per course, irrespective of the number of delegates attending, up to maximum capacity (plus VAT).
- 1.11 Booking delegates on an exclusive course is solely the responsibility of the client.
- 1.12 Terms apply.

New/Specialist Courses:

- 1.13 A new or specialist course, is a course which is not currently delivered by the Marshall Skills Academy and which is developed for a specific purpose. Where a new or specialist training package is requested by a client, the client will provide a training needs analysis, detailing learning aims, objectives and specific requirements.
- 1.14 The client is solely responsible for ensuring that all compliance requirements (including, but not limited to, regulatory, legal or organisational requirements) have been explicitly included in the training needs analysis. The Centre may recommend additional inclusions. The client remains accountable for meeting its' own compliance requirements.
- 1.15 Specific requirements of the client may include the duration, location or time/date of the course, as well as learning requirements.
- 1.16 The Centre will provide a quote for provision of the course. This will include development, delivery and travel/subsistence (if applicable). The quote is valid for 30 days.
- 1.17 The cost of the course is the sole the responsibility of the client (plus VAT).
- 1.18 Terms apply.

3rd Party Courses Indemnity:

- 1.19 Where applicable, any of the courses mentioned herein from clause 1.1 up to and including clause 1.3, may have been subcontracted by the Marshall Skills Academy to another 3rd party provider (outsourced sub-contractor).
- 1.20 If a course is delivered by a 3rd party provider, then the cancellation Terms and Conditions of the 3rd party provider shall be provided by Marshall Skills Academy to the client for acceptance by the client. These will be provided to the client as part of the course booking process. For clarity, the prime contract for the required service (provision of the relevant training course) remains between the Marshall Skills Academy and the client.
- 1.21 ***Where the client has accepted the 3rd party provider's cancellation Terms and Conditions as part of the prime contract, the client agrees to indemnify the Marshall Skills Academy against all liabilities, costs, expenses, damages and losses (direct and indirect) arising from a 3rd party provider's claim, which may arise as a result of cancellation by the Marshall Skills Academy of the sub contracted service procured for the client (at the client's request) where the client's request for cancellation, does not comply with the 3rd party provider's cancellation Terms and Conditions.***

CANCELLATION OF COURSES

Scheduled Courses

There are two types of bookings, named delegates and placeholders bookings. These will be treated in the same way. Delegates can be added to courses by the Customer Account Manager who can also request cancellation of delegates. ***If delivered by Marshall Skills Academy***, the following terms apply to course cancellations:

1.1 Cancellation of delegate or placeholder by client:

- More than 30 working days - No charge
- Between 30 and 14 working days - 25% of the fee levied
- Between 14 and 5 working days - 50% of the fee levied
- Less than 5 working days* - 100% of the fee levied

***Less than 5 working days** - The client will also be charged for any indirect, non-refundable costs incurred, up until the date the date Marshall Skills Academy receives notification of cancellation, (including but not limited to accommodation/transport costs and cancellation fee's). These will be invoiced to the client & include evidence of costs incurred & signed as a fair and true assessment by the Training Delivery Manager. Amounts not paid will be regarded as a civil debt due to Marshall Skills Academy with due regard to the prime contract and applicable sub contracted arrangements.

Additional cancellation fees may apply where applicable - To be read together with Clause 1.4 (Third party courses Indemnity) and Clause 2.4. (Third party courses B).

1.2 Cancellation of course by the Marshall Skills Academy:

- No charges apply to the client
- These will only be cancelled by Marshall Skills Academy if insufficient numbers have not been reached 2 weeks prior to the training place. This is to allow re-tasking of instructors.
- Marshall Skills Academy reserves the right to cancel or re-schedule a course to an alternative date at no cost to the client or Marshall Skills Academy, provided a minimum of 5 working days' notice is given.
- The client booking agent and the delegates will be notified automatically.
- The client will be advised of the next available dates for course provision.
- Client bookings agents will need to reassign bookings to next scheduled course.
- Marshall Skills Academy will not be responsible for any indirect costs or losses incurred by the client i.e. shift pay, lost time, accommodation or travel costs.

Exclusive Courses

If delivered by Marshall Skills Academy, cancellation charges as reflected below:

2.1 Cancellation of delegate or placeholder by client:

No charge

2.2 Cancellation of course by the client:

- More than 30 working days - No charge
- Between 30 and 14 working days - 25% of the fee levied
- Between 14 and 5 working days - 50% of the fee levied
- Less than 5 working days* - 100% of the fee levied

***Less than 5 working days** - The client will be charged for any indirect, non-refundable costs incurred, up until the date the Marshall Skills Academy receives notification of cancellation (including but not limited to accommodation/transport costs and cancellation fee's). These will be invoiced to the client & include evidence of costs incurred & signed as a fair and true assessment by the Training Delivery Manager. Amounts not paid will be regarded as a civil debt due if due to Marshall Skills Academy with due regard to prime contract and applicable subcontracted arrangements.

Additional cancellation fees may apply where applicable - To be read together with Clause

1.4 (Third party courses Indemnity) and Clause 2.4. (Third party courses B).

2.3 Cancellation of course by the Marshall Skills Academy

- No charges apply to the client.

- Marshall Skills Academy reserves the right to cancel or re-schedule a course to an alternative date at no cost to the client or Marshall Skills Academy, provided a minimum 5 days' notice is given.
- The client booking agent and the delegates will be notified automatically.
- The client will be advised of the next available dates for course provision.
- Client bookings agents will need to reassign bookings to next scheduled course.
- Marshall Skills Academy will not be responsible for any indirect costs or losses incurred by the client
i.e. shift pay, lost time, accommodation or travel costs.

Specialist Courses

If delivered by Marshall Skills Academy, cancellation charges as reflected below:

2.3 Cancellation of delegate or placeholder by client No charge

2.4 Cancellation of course by the client

- More than 40 working days - 25% of the fee levied
- Between 20 and 39 working days - 50% of the fee levied
- Less than 20 working days - 100% of the fee levied

***Less than 5 working days** - The client will be charged for any indirect, non-refundable costs incurred, up until the date the date Marshall Skills Academy receives notification of cancellation (including but not limited to accommodation/transport costs and cancellation fee's). These will be invoiced to the client & include evidence of costs incurred & signed as a fair and true assessment by the Training Delivery Manager. Amounts not paid will be regarded as a civil debt due if due to Marshall Skills Academy with due regard to the primary contract and applicable subcontracted arrangements.

Additional cancellation fees may apply where applicable - To be read together with Clause 1.4 (Third party courses Indemnity) and Clause 2.4. (Third party courses B).

3rd Party Courses B

To be read together with Clause 1.4 (Third party courses Indemnity) herein.

If a course is delivered by a 3rd party (outsourced) then the cancellation Terms and Conditions of the 3rd party provider shall be provided by Marshall Skills Academy to the client for acceptance by the client.

These will be provided to the client as part of the course booking process.

2.5 Cancellation of course by the client (irrespective of the 3rd party providers terms and conditions of cancellation)

- An admin fee of £52 shall be applied to cover Marshall Skills Academy administrative costs
- Where the course is exclusive to a single organisation or division of an organisation, and the cancellation of a delegate would reduce the number below the minimum number, the full course cancellation Terms will apply.

2.6 Cancellation of course by the Marshall Skills Academy (subject to 3rd party provider terms and conditions of cancellation)

- Marshall Skills Academy reserves the right to cancel or re-schedule a course to an alternative date at no cost to the client or Marshall Skills Academy, provided a minimum 5 days' notice is given.
- The client booking agent and the delegates will be notified automatically
- The client will be advised of the next available dates for course provision.
- Client bookings agents will need to reassign bookings to next scheduled course.
- Marshall Skills Academy will not be responsible for any indirect costs or losses incurred by the client

i.e. shift pay, lost time, accommodation or travel costs.

OBLIGATIONS OF THE PARTIES

Clients

- 1.1 Book delegates using the Marshall Skills Academy Training Management System portal.
- 1.2 Advise, at the time of booking, of any reason why a course might be Business critical (e.g. – impact of not having the course will result in business not carrying on as usual) and therefore a cancellation might not be viable for the client.
- 1.3 Ensure all delegates meet the minimum qualification requirements and medical standards to attend and qualify for the course.
- 1.4 Ensure that any resources booked by Marshall Skills Academy, which are required for delivery of training (i.e. MEWPS) are available at the agreed location and in good working condition. Should these not be available, the Marshall Skills Academy may cancel the course and Invoice the client for the full cost. Course cancellation shall be at the discretion of the tutor.

Marshall Skills Academy

- 3.2.1 Send joining instructions to the client or designated client within 24 hours of the course being booked.
- 3.2.2 The Marshall Skills Academy will provide a minimum 2 weeks' notice of any training resources which must be provided by the client ie MEWP, forklift, classroom.
- 3.2.3 Provide a certificate of attendance once the delegate has successfully completed a course.

3.3 Liability

- 3.3.1 Liability for breach of contract or negligence shall be limited to the value of the service contract between the Marshall Skills Academy and the Client. Nothing in this clause shall be deemed to exclude liability for personal injury or death caused by the negligence of the Marshall Skills Academy.