

## Terms & Conditions of Business

### DEFINITIONS AND INTERPRETATION

**The "Client"** – Means the Company, Employee or agent of the Company or person requesting training Services from VOSS;

**"VOSS"** – Means Vocational Operator Safety Services Ltd;

**"Terms"** Means these terms of business (including the attached schedules) together with any applicable Assignment Details;

**"Losses"** Means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

### THE CONTRACT

These Terms constitute the contract between VOSS and the Client for the supply of Training or Consultancy Services by VOSS to the Client and are deemed to be accepted by the Client by virtue of its request for, services offered by VOSS.

These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Managing Director of VOSS, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Directors of VOSS and the Client and are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply.

### Payment and Cancellation

**CHARGES (Course Fees):** The Client agrees to pay the Charges as notified to and agreed with the Client. The Charges are calculated according to the Order Confirmation & Costings detailed herein. Course fees and where applicable, travelling and accommodation expenses will be invoiced the week of the training course or testing exercise.

**INVOICES:** Invoices will be raised weekly during the relevant service week. In the event a training course spans two or more invoicing week periods, then subsequent invoices will be raised pro rata thereafter totalling the value quoted in the attached order confirmation and are payable within 30 days of invoice date.

**CONFIRMATION:** The Client must return the "Training Acceptance" as attached, failure to return this and any other relevant documents will result in the proposed training being delayed until received. It is requested that a valid purchase order be supplied at this time. In the event a valid purchase order number is not supplied invoices will be raised in accordance with (2) above. Failure to provide a valid purchase order will not delay invoicing by VOSS and any such invoice will remain payable.

**CANCELLATIONS:** In the event the client cancels a training course, 50% of the full course fee will be charged to the client. Provided VOSS is given at least 10 working days' notice, prior to the planned course date. Where less than 10 days' notice is given, or where trainees fail to attend or to complete the course the full course fee is payable.

**LATE OR DELAYED PAYMENT:** VOSS reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

**CERTIFICATION:** All certification and course documentation relating to the services provided within this order confirmation remain the property of VOSS until payment has been received in full. In the event the Client withholds payment for services offered and certified by VOSS then any such certification provided may be recalled and or revoked by VOSS.

### Client Obligations

**PROTECTIVE EQUIPMENT:** Where applicable the client should make suitable safety clothing and or equipment available that are designed and suitable for the task and environments both the Trainees and Instructors may be exposed to.

**EQUIPMENT:** The Client shall maintain adequate insurance for the provision of services by VOSS and therefore accepts responsibility and liability for loss or damage incurred during a course or tuition to the clients or any third party's goods, equipment, lift truck, vehicles, building, material or chattels.

**DEATH & PERSONAL INJURY:** The Client accepts liability for the death or personal injury of a trainee or Instructor engaged on a course whilst on the client's premises. Any such liability will be the clients alone.

**LIABILITY FOR DEATH OR PERSONAL INJURY:** In the event of any of the foresaid instances occurring to either the Instructor or Trainee whilst on the clients' premises which is due to the client's negligence or breach of statutory duty or that of his servant or agent, shall be the clients' liability alone and not that of VOSS.

**PERSONNEL:** All trainees must be aged 17 years or over, must be physically capable of undergoing the training and must be able to accept tuition in the desired discipline.

**EQUIPMENT MAINTENANCE:** The Client is responsible for the correct maintenance of any equipment or machinery used in the course of tuition. VOSS will not accept responsibility for any loss or damage, including loss of use, arising from any defect inherent in a vehicle or from the client's failure to maintain the equipment or vehicle correctly and in accordance with current HSE guidelines.

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