

# Groundforce Training Terms & Conditions

## 1. Definitions

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| “Company”               | Groundforce Training, an operating division of VP plc, a company registered in England and Wales with company number 00481833 having its registered office at Central House, Beckwith Knowle Otley Road, Harrogate, North Yorkshire, HG3 1UD;  |
| “Client”                | the entity to whom the Training Services are provided as set out in the Company’s quote issued pursuant to clause 2.1;   |
| “Fee”                   | the fee(s) payable for the Training Services as set out in the Company’s quote issued pursuant to clause 2.1;  |
| “Intellectual Property” | any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including without limitation patents, rights in inventions, trademarks, rights in designs, domain names, trade or business names, goodwill, copyright and rights in the nature of copyright, rights in databases, moral rights, know-how, confidential information and any other intellectual property rights; |
| “Training Services”     | the training services provided by the Company to the Client (which for the avoidance of doubt may be provided to the Client’s personnel) via publicly accessible courses or in-company courses, as further set out in the Company’s quote issued pursuant to clause 2.1.   |

## 2. Contract Formation and Governance

- 2.1 Upon request from the Client, the Company may issue a quote to the Client for Training Services. The quote shall constitute an invitation for the Client to offer to purchase the Training Services subject to these terms and conditions and the quote terms. The Client’s verbal confirmation of the Company’s quote, or the issue of a purchase order or other written request by the Client for the Training Services, shall constitute the Client’s offer which may (at the Company’s sole discretion) be accepted by the Company by issuing the Client with written joining instructions for the Training Services. Upon the Company’s acceptance of the Client’s offer as described above, a contract shall be formed upon the terms of the quote provided to the Client by the Company, these terms and conditions and the written joining instructions for the Training Services (“**Contract Documents**”). Where there is a conflict between any of the Contract Documents, the following documents shall take precedence in order of decreasing priority:
- 2.1.1 these terms and conditions
  - 2.1.2 the Company’s quote; and
  - 2.1.3 the Company’s joining instructions.
- 2.2 Should any information or data supplied to the Company for the preparation of the quotation (pursuant to clause 2.1) prove to be insufficient or inaccurate, the Company reserves the right to amend the quotation to cover any cost difference.
- 2.3 These terms and conditions apply to the exclusion of any other terms proposed by the Client (whether set out in any Client purchase order or otherwise) and the Client expressly acknowledges that the Training Services shall be provided in accordance with the Contract Documents to the exclusion of any other terms. The Contract Documents constitute the entire agreement between the parties and supersede all previous agreements, understandings and arrangements between them, whether oral or written, in respect of their subject matter. Each party acknowledges that it has not entered into the

contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract Documents.

### 3 Training Services – Client Requirements

- 3.1 The Client shall ensure that its delegates will comply with all of the Company's policies at all times during the provision of Training Services.
- 3.2 Where the Training Services being provided are not solely theoretical, the Client is responsible for ensuring all its delegates provide their own appropriate personal protective equipment, and the Company will not be liable for any failure of any delegate to provide such equipment. Client delegates must be physically fit to withstand the rigours of training, particularly in excavations. If there are any doubts relating to the fitness of Client delegates to undertake training, advice should be sought from a qualified medical practitioner prior to the commencement of the course. The onus is entirely with the Client delegate to ensure his or her fitness to undergo training before booking on to any course. The Company reserves the right to refuse entry to any of the Client's delegates if, in the reasonable opinion of the Company, the requirements of this clause are not met. For the avoidance of doubt, the Client will remain liable for all Fees in these circumstances.
- 3.3 Any equipment used in the provision of Training Services must not be removed or moved from its original location without the consent of the Company. Any damage caused by a Client delegate to such equipment by wilful misuse or misconduct will be invoiced to (and paid by) the Client.
- 3.4 Training certificates are awarded at the discretion of the trainer and only to those Client delegates who successfully complete and pass both the theoretical and practical assessments (where applicable) of the training. Certificates are not issued purely for attendance unless otherwise agreed in advance, in which case the certificates will be worded accordingly.
- 3.5 Client delegates are required to be punctual at all courses and sessions. Client delegates arriving late may be refused entry onto the course. The Client will remain liable for all Fees where Client delegates arrive after the course has commenced and have been refused entry.
- 3.6 Consumption of alcohol and drugs are not permitted prior to or during training. If the Company is of the reasonable opinion that a Client delegate is intoxicated or under the influence of drugs, trainers are obliged to refuse to train any such delegates. The Client will remain liable for all Fees in these circumstances.
- 3.7 Where Training Services are provided at the Client's premises, the Client shall ensure that the facilities shall be adequate for the Training Services to take place (including, but not limited to size of the training area). The Company shall be entitled to refuse to provide the Training Services where the requirements of this clause 3.7 are not met. The Client will remain liable for all Fees in these circumstances.

### 4 Intellectual Property

All Intellectual Property rights existing in any course materials provided to Client (or Client delegates) during the Training Services belong to the Company and/or its licensors. Client and Client delegates have a right to use the said materials (but not copy them) for the Client's internal and non-commercial business purposes only. For the avoidance of doubt the Client is not permitted to use any course materials to perform training itself.

### 5. Price & Payment Terms

- 5.1 The Client shall pay the applicable Fees for the Training Services. All Fees are subject to Value Added Tax (if applicable) at the appropriate rate ruling from time to time.

- 5.2 All Fees must be paid in full, cleared funds by no less than 14 days prior to the start date of the Training Services to which they relate (unless the Client has a credit account in which case clause 5.4 below will apply).
- 5.3 Payment can be made by bacs, credit/debit cards at the time of booking or on receipt of invoice (which may be issued through the Company's automated invoicing system).
- 5.4 The Company may (at its sole discretion) provide Clients with approved credit accounts, and set a reasonable credit limit in respect thereof. The Company may, in its sole discretion, reduce the Client's credit limit or cancel the Client's credit account at any time on notice. Unless otherwise agreed in any quotation, Clients with credit accounts shall pay the Fees within 30 days of the date of the Company's invoice.
- 5.5 Where the Client fails to pay Fees in accordance with this clause 5, the Company reserves the right to suspend performance of the Training Services, and retain the relevant governing body cards/certificates, until the overdue Fees are paid in full.
- 5.6 The Company reserves the right to charge costs and interest on overdue Fees from the due date for payment until actual payment in full, whether before or after judgment, under the Late Payment of Commercial Debts (Interest) Act 1998 at the applicable rate from time to time in force. Interest shall accrue on a daily basis.

## 6. Health & Safety

- 6.1 The Client shall ensure that:
  - 6.1.1 any premises in which the Company's employees servants or agents provide the Training Services are safe for that purpose. All known risks must be clearly identified, marked and appropriately managed by the Client;
  - 6.1.2 where the Company has agreed to provide food during the Training Services, the Client notifies the Company in advance of any food allergies of Client delegates attending the Training Services; and
  - 6.1.3 it has notified the Company in advance of any learning difficulties or physical disabilities of any Client delegate attending the Training Services.

and the Company reserves the right to cancel the Training Services if, in the reasonable opinion of the Company, the Client has not complied with this clause 6.1. For the avoidance of doubt the full Fee remains payable in such circumstances.

- 6.2 The notice to be provided by the Client under clauses 6.1.2 and 6.1.3 above shall not be less than 14 days prior to the commencement of the course.

## 7. Cancellations, Postponements and Transfers

- 7.1 Training Services may only be cancelled if the Client pays the following cancellation fees. Notice of all cancellations or transfers must be in writing.
  - 7.1.1 publicly available courses:
    - 7.1.1.2 cancellation 30 days or more prior to the course start date: No Fee;
    - 7.1.1.3 cancellation 29-15 days prior to course start date: 20% Fee payable;
    - 7.1.1.4 cancellation 14 days or less prior to course start date: Full Fee payable.
  - 7.1.2 'in-company courses':
    - 7.1.2.2 cancellation 30 days or more prior to the course start date: No Fee;
    - 7.1.2.3 cancellation 29-15 days prior to course start date: 75% Fee payable;
    - 7.1.2.4 cancellation 14 days or less prior to course start date: Full Fee payable.

- 7.2 Subject to clause 5.5, where the applicable Fee is not paid on time but the (publicly available) course booking has not been expressly cancelled by the Client, the Company reserves the right to re-allocate the course places to other non-Client delegates on the waiting list. In such circumstances the full Fee remains payable.
- 7.3 Subject to clause 7.2, substitute Client delegates are permitted to attend the Training Services with no cancellation charge.
- 7.4 If, as a result of any reason beyond its reasonable control, the Company cancels a Training Services course without notice to the Client, the Company will not be held liable for any costs incurred by the Client as a result of such cancellation. Should it become necessary for the Company to cancel or postpone all or any part of a course due to any reason beyond its reasonable control, the Company shall use reasonable endeavours to agree an alternative date with the Client on which the Training Services will be provided. The Company will not be liable for any costs incurred by the Client in the circumstances described in this clause 7.4. Without prejudice to the foregoing, the Company may cancel a Training Services course if in its reasonable opinion adverse weather conditions will put the trainer or delegates at risk.
- 7.5 Where a Client delegate notifies the Company of his or her intention to transfer a course booking to a later course, the Company may, at its sole discretion, use reasonable endeavours to accommodate reasonable transfer requests subject to places being available on the alternative course. Where the request was received by the Company 14 days or less prior to commencement of the course originally booked, the full Fee for the originally-booked course shall be payable by the Client (in addition to the Fee for any course to which the booking is transferred).

7.6 All cancellation charges shall become payable immediately at the point of cancellation.

## 8. Liability

- 8.1 Notwithstanding any other provision of these terms and conditions, the liability of the parties shall not be limited in any way in respect of any losses which cannot be excluded or limited by applicable law.
- 8.2 Subject to clause 8.1, the Company's total aggregate liability to the Client in relation to this contract, whether arising in contract, tort (including negligence) or otherwise, shall not exceed a sum equal to 200% of the Fee payable for the Training Services in respect of which the liability has arisen.
- 8.3 Subject to clause 8.1, the Company shall not be liable for any loss of profit, data, savings or goodwill (whether such losses are direct or indirect), or for any consequential, indirect or special losses.
- 8.4 Training Services will be provided with reasonable care and skill. Subject to the foregoing, all other warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## 9. Course Content

The Company consistently develops the Training Services in line with awarding body criteria and evolving best practice and therefore reserves the right to make changes to the advertised course content without prior notice to the Client.

## 10. Data Protection

Each party shall comply with all applicable data protection legislation at all times during the term of the contract. For the purposes of such data protection legislation, the Company is a controller of the personal data of the Client's delegates that it receives pursuant to the Training Services, and the Company shall process that personal data in accordance with its privacy policy which is available at <https://www.vpgroundforce.com/gb/privacy-policy/>.

## 11. Termination

- 11.1 Either party may terminate the contract at any time by giving written notice to the other if:
- 11.1.1 the other party commits a material breach of the contract (which, if capable of remedy, is not remedied within 14 days of notice in writing to do so);
  - 11.1.2 the other party stops carrying on all or a significant part of its business;
  - 11.1.3 the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 11.1.4 the other party is subject to a company voluntary arrangement under the Insolvency Act 1986
  - 11.1.5 the other party has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 11.1.6 the other party has a resolution passed for its winding up, a petition is presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it.

## 12. General

- 12.1 **Variation.** No variation of these terms and conditions will bind the Company unless such variation is expressly agreed in writing and signed by an authorised representative of the Company.
- 12.2 **Assignment and subcontracting.** The Company may assign or subcontract any of its rights or obligations under the contract in whole or in part at any time.
- 12.3 **Rights of third parties.** Any person who is not a party to the contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 12.4 **Set off.** The Client shall pay all Fees due to the Company without any set-off, counterclaim, deduction or withholding of any kind.
- 12.5 **Interpretation.** In these terms and conditions “written” include email.
- 12.6 **Applicable Law.** The contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.