

GASTEC TRAINING & ASSESSMENT CENTRES Ltd

TERMS & CONDITIONS FOR SUPPLY OF SERVICES

FORMATION OF CONTRACT

The contract between Gastec and the Client comprises the Confirmation of Order ("Order") signed by Gastec and these Terms & Conditions. Any other terms proposed by the Client are excluded.

PRICE, PAYMENT, VARIATIONS AND CANCELLATION POLICY

All Services must be paid for in full before completion. Payment is due within 30 days of the date of each invoice unless other terms are set out in the order.

If the client fails to make payment within the time specified Gastec shall be entitled to suspend the execution of the contract and the course with out prejudice to any other available to Gastec and/or treat the contract as terminated and be paid the amount of any loss or expense suffered by Gastec caused by such suspension or termination including without limitation loss of profits:

Where the Services include supply of training materials or additional tutors, Gastec may vary the agreed price to take account of any increased costs.

If Gastec accepts a request to vary the services, the price and times in the order will be adjusted by Gastec as appropriate and the changes notified to the client. Gastec may decline to carry out any requested variation.

Gastec reserves the right to charge interest on any overdue payment in accordance with the Late Payment of Commercial Debts (Interest) Act.

Gastec will allow full transfer of course date to that of another date or full refund, provided we are notified in writing 30 working days prior to the course start date. Gastec will charge a cancellation fee of 50% if the course is cancelled between 20 – 30 days prior to the course start date, full transfer of course date at no extra cost to the client will be allowed between 20 – 30 days prior to the course start date, Cancellation within 20 days or less prior to the course start date will result in a cancellation fee of 100% of the course fee.

Clients will only be allowed to transfer course dates once per transaction.

If the client removes him/her from the course for any reason then no refund will be given. In the event of no show on the course start date or during the course the client will forfeit any rights to a refund. Gastec reserves the right to charge administration fees to all cancelled courses.

DURATION

Dates for commencement and completion of the services given by Gastec are given in good faith but, unless stated in the order, dates are not guaranteed and Gastec will not be liable for any delay in commencement or completion of the services.

Where the Services include off site training or other work at premises owned or designated by the client, Gastec will give not less than 24 hours notice of the date when Gastec requires access. The client will provide access on the specified dates and any facilities (power, water, etc.) as reasonably required By Gastec. Where appropriate Gastec will notify the client when the services are ready for inspection before completion. Gastec will give due consideration to any comments received from the client before confirming the completion date.

PROPERTY AND RISK

When the services include the supply of goods or materials, the risk of loss or damage passes to the client upon completion but, where services are performed on the client's premises, the risk of loss or damage to goods and materials, except when caused by Gastec, rests with the client who should insure the risks at his expense. ownership in the goods and materials will remain with Gastec until payment in full of all amounts due from the client have been received by Gastec.

WARRANTY & LIABILITY

Gastec will exercise reasonable skill and care in the supply of the services.

Any defect to training materials must be notified promptly and in any event within 7 days of the client becoming aware of the defect. when Gastec accepts that the defect is Gastec's responsibility, Gastec will have the option to remedy the defective material (when this is feasible). under no circumstances will Gastec's liability to the client exceed a sum equal to the total price payable for the relevant item nor will it extend to any loss of business or profit or any indirect loss incurred by the client.

Where the services include the supply of goods or materials, the warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the client to adhere to Gastec's recommendations; or to materials or goods included in the Services which have not been manufactured by Gastec all terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The client acknowledges that the only warranties are those given expressly by Gastec in these conditions.

FORCE MAJEURE

Gastec will not have any liability to the client if prevented from performing the contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, Gastec reserves the right to cancel or suspend the services.

INTELLECTUAL PROPERTY

All designs and other intellectual property rights in services are and will remain the sole property of Gastec. under no circumstances will the client copy or make use of any of Gastec's intellectual property rights.

CLIENT DEFAULT

If the client (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, Gastec shall be entitled to end the contract and recover all Gastec's costs and losses including loss of profit up to the termination date

LAW & DISPUTES

The contract between Supplier and Client is governed by English law. Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.