

# One Ash Training Limited

## Terms and Conditions

### Contractual

The following terms and conditions apply to all services provided by One Ash Training Ltd (OAT) and are a contractual agreement between the client and OAT, the service provider.

#### 1 Fee and Payment

- 1.1 All prices stated are exclusive of VAT, which is chargeable at the current rate at the time of invoicing. The full fee, including VAT, must be paid 10 working days before the start of the course.
- 1.2 It does not include any travel, accommodation or living expenses, which the Delegate may incur in attending the course. Loan of PPE for the duration of the course is only included in the course fee where specified.
- 1.3 Hire fees should be paid in full prior to the equipment being collected. Customers are responsible for covering the costs of replacing lost or damaged hire equipment.

#### 2 Cancellations by the Customer

- 2.1 If cancellation takes place within 10 working days of the course start date, no refund can be made.
- 2.2 Any transfers made within 10 working days to another course will incur an additional 50% course transfer charge.
- 2.3 No charge will be made for delegate name changes, provided the course and date remain the same.
- 2.4 For funded courses, cancellations will be processed in accordance with the funder's policies.

#### 3 Cancellation by Service Provider

- 3.1 Should the situation arise where there are an insufficient number of delegates to run a particular course, we reserve the right to cancel or reschedule the course as necessary. In the event of cancellation, OAT undertakes to provide reasonable notice of the cancellation except in an emergency. Refunds will be made, in full, for courses cancelled by OAT.

#### 4 Personal Belongings

- 4.1 Personal belongings and items belonging to or in the possession of the Customer or Delegate brought onto OAT premises are the sole responsibility of the owner and OAT accepts no responsibility for such items. Lockers are provided for storage during assessments.

#### 5 Training Programmes

- 5.1 The contents of any training programmes issued are intended for general guidance only and do not form part of any contract. Whilst every effort has been made to ensure that the contents are current and correct, OAT reserves the right to make any reasonable variations to courses (including the content of the courses) or published prices, without notice.
- 5.2 However, we will use reasonable efforts to ensure that the content, if altered, remains comparable with the published format. OAT cannot accept any liability to the Customer for consequential loss, loss of profits or goodwill, loss of data, business interruption or economic loss resulting from the Customer's actions relative to the Course.
- 5.3 Any typographical, clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by OAT shall be subject to correction without any liability on the part of OAT.

#### 6 Obligation of the Customer

- 6.1 The Customer must undertake to bring these terms and conditions to the attention of the Delegates and to ensure that Delegates attending the Course are suitably experienced to attend the booked Course in accordance with the published prerequisites.

#### 7 Force Majeure

- 7.1 OAT accept no liability for circumstances outside their control.

#### 8 Copyright

- 8.1 All Intellectual Property Rights remain with OAT, unless expressly otherwise agreed in writing by us.
- 8.2 The reproduction by whatever means of OAT publications and training resources is expressly forbidden, and the Company will not hesitate to take legal proceedings in the event of any breach.

#### 9 Data Protection

- 9.1 OAT is registered with the ICO and abides by the principles of the Data Protection Act. We will not divulge information about our customers, candidates or delegates to any third party without first seeking the permission of the customer, candidate or delegate.

#### 10 Equal Opportunities

- 10.1 OAT has an Equality policy under the Equality Act of 2010. To enable us to ensure all delegates are treated fairly and their requirements are fully met, please advise us in advance of any requirement or needs your delegates may have to enable them to participate fully in the training. Please be aware that due to the nature of some sites, and course requirements, it is not always possible to provide adaptations.

#### 11. Working days

- 11.1 Working days do not include weekends, bank holidays, or OAT's two week Christmas closure period starting in December.



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