

**Terms & Conditions**

**1. General**

The terms and conditions of trade with Westend School of Motoring (hereafter called WSM) are contained herein. Orders accepted subject to the Terms and Conditions. If any document placing an order on WSM includes or refers to other terms and conditions of contract then these shall not apply unless agreed in writing by WSM. No addition to or variation of these conditions will bind WSM unless it is specifically agreed in writing signed by a Director or authorised Manager of WSM.

These terms and conditions will form the basis of all contracts with WSM, unless otherwise specified by WSM. All bookings made **must be confirmed by the client to WSM by signing the Confirmation Booking form** in the appropriate place and returning it within fourteen working days prior to the course taking place.

These terms and conditions are correct **at the date shown on the relevant course booking form** but the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if applicable.

**2. Data Protection**

All information that we hold concerning you including registration and other information provided by you where it comprises of personal data will be held and processed by WSM strictly in accordance with our obligations under the Data Protection Act 1998 as amended from time to time. Such information will be subject to our privacy policy and will be used by us to administer our relationship with you as a customer. We will not without your consent supply your name and address to any third parties except where (1) such transfer is a necessary part of the activities that we undertake or (2) we are required to by operation of law. By accepting these Terms of Supply you also agree to be bound by our privacy policy.

**3. Prices**

Unless otherwise indicated written quotations remain valid for a period of 30 days from receipt. WSM reserves the right to vary prices, products and services supplied in accordance with changes in circumstances, which may prevail, at any time.

WSM is not VAT registered.

**4. Payment**

Payment for all training courses booked and confirmed by the client **must be made** no later than fourteen days prior to the course start date or upon receipt of the invoice whichever is latest either by **BACS, cheque or cash**. All training courses/registration fees booked will include the relevant registration, administration and certification fees within the costs quoted.

In the event of non-payment within these terms WSM reserves the right to charge 5% above base rate per calendar month on all outstanding accounts. WSM reserves the right to change its quotation price at any time.

**5.**  **Cancellations and Postponement**

WSM reserves the right to charge a cancellation/postponement fee in respect of courses previously confirmed and subsequently cancelled or postponed. The following refunds will be made in the event of cancellations/postponements prior to course start date:

* **More than 7 working days notice - Full refund**
* **Within 7 working days notice - 50% refund**
* **Less than 2 working days notice - no refund**

**\*This time period does not include weekends \***

In the event that WSM are required to carry out work on a client’s site or premises and on arrival, are unable to comply with the requirements because the client has failed to supply the necessary resources or personnel then the work will be deemed to have been cancelled by the client and cancellation conditions shall be enforced.

Should it become necessary for WSM to postpone all or any part of a course or other work due to circumstances beyond their control, a mutually agreeable date will be selected on which to complete the work. WSM will not be liable for any costs incurred by the client for such actions.

**6. Insolvency**

If the Customer becomes Bankrupt or makes an arrangement with Creditors to go into Liquidation, WSM may without notice suspend or terminate the Contract or the unfulfilled part thereof.

**7. Limitations of Liability**

WSM shall not be liable for any failure or the consequence of any failure to provide the training, if such failure results from circumstances beyond WSM's control. For the avoidance of doubt WSM has no obligation, duty or liability in Contract or otherwise beyond that of a duty to exercise reasonable skill and care. Under no circumstances shall WSM be liable in Contract (including negligence or breach of statutory duty), or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings, or from any indirect or consequential loss or damage whatever.

Each provision in this paragraph is to be constructed as a separate limitation and shall remain in force not withstanding termination of the Contract.

**8. Customer Supplied Vehicles & Equipment**

Any vehicle / equipment supplied by the Customer must be safe to use, roadworthy, suitable and comply fully with all current HSE standards / Road Traffic Act requirements. The Customer is required to supply full insurance cover, whilst the Instructor is driving the client-supplied vehicle.

WSM will not be liable for any costs incurred on a vehicle whist it is being used on a training course.

WSM reserve the right to refuse to use a Customer supplied vehicle and to terminate the training course if the vehicle does not comply with the above conditions.

All costs including training fees incurred by WSM through the termination of a training course due to non- compliance with the above will charged to the Customer.

**9. Training Courses - Client/Candidates Requirements**

It is your responsibility to ensure that all candidates are physically fight and sufficiently mentally equipped to operate a powerful machine safely and be able to recognise a trucks limitations and potential dangers. Guidance can be obtained from the Employment Medical Advisory Service.

Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed prior to training. WSM will refuse to train any candidates who infringe this condition and will require them to leave Company premises. Where a candidate is undergoing a course of prescribed drugs they should inform WSM of the nature of the drug and any side effects. WSM may then seek assurance that training can be carried out without risk. The decision of WSM in relation to this is final.

**6. Health & Safety**

Where training is carried out on WSM’s premises, all candidates must conform to and comply with the Health and Safety Policy as laid down by WSM. Breaches of this policy may result in the candidate being suspended or excluded from the course and premises.

Where training takes place on premises or areas specified by the client then the client shall use his best endeavours to ensure that such premises or areas are safe and without risk for employees of WSM. All risk areas must be clearly identified and marked by the client.

In the event that WSM are required to carry out work on a client’s site or premises and on arrival, are unable to comply with the requirements because the client has failed to supply the necessary resources or personnel then the work will be deemed to have been cancelled by the client and cancellation conditions shall be enforced.

Should it become necessary for WSM to postpone all or any part of a course or other work due to circumstances beyond their control, a mutually agreeable date will be selected on which to complete the work. WSM will not be liable for any costs incurred by the client for such actions.

**8. Applicable Law**

Scottish law shall apply and Scottish Courts shall settle any disputes. These terms and conditions do not affect any statutory rights available to the client

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