

ACORN HEALTH & SAFETY LIMITED

TERMS & CONDITIONS

1. Definitions 'Services':
  - 1.1. In House Courses mean the provision of bespoke health and safety courses to a specific customer; delivered at their office or chosen venue.
  - 1.2. Open Courses mean the provision of health and safety courses, which are available to any customer delivered at our Warmley training site.
  - 1.3. "Consultancy" means the provision of specialist health and safety consultancy/advice.
2. These terms and conditions are between Acorn Health and Safety Ltd ("AHS") and the customer. All dealings between AHS and the customer shall be governed by these terms and conditions which shall prevail over any others.
3. These terms and conditions and any contract formed pursuant to them may be varied provided any variation is confirmed in writing by a Director of AHS. A Binding contract will be formed when AHS accept a customer's order for the provision of the Services (the "Contract").
4. The customer shall pay the charges as quoted or shown in the price list ("the Charges"). The Charges and any additional sums payable shall be paid by the customer as follows:
  - 4.1 for all Open Courses payment shall be made one month prior to the date of the Open Course taking place;
  - 4.2 for all In house Courses payment shall be made within 28 days of the date of the In house Course having taken place.
  - 4.3 for all Consultancy payment shall be made within 28 days of completion of the consultancy.

AHS however may at their discretion request payment of the Charges at any time prior to the provision of the Services. Time for payment shall be of the essence.
5. Certificates to prove completion of the course may be withheld by AHS until payment is received. No refund shall be given should a participant fail any course provided by AHS and no guarantee is given as to any participant successfully passing a course.
6. The customer may cancel any of the Services at any time by giving AHS 28 days written notice. If the Customer cancels the Services within 15-27 days of the course date the customer shall be liable to pay 50% of the Charges. If the customer cancels the Services within 14 days of the course date the customer shall be liable to pay 100% of the Charges.
7. Unless specified, Value Added Tax will not be included in any price and will be charged at the rate in force at the time of quotation for which the customer shall be additionally liable.
8. If payment is not made in accordance with Clause 4 above AHS shall be entitled without limiting any other rights AHS may have to:
  - 8.1 charge interest on the outstanding amount (both before and after judgment) on a daily basis at the rate of 3% above the base rate of HSBC Bank from the due date until the outstanding amount is paid in full; and
  - 8.2 terminate the Contract immediately.
9. AHS shall not be liable to the customer or be deemed to be in breach of the Contract by reason of any delay in performing, interruption in performing or any failure to perform any of AHS's obligations under the Contract if the delay or failure is due to any cause beyond AHS's reasonable control.
10. AHS shall not be liable for any loss including but not limited to loss of profit and aggravated damages for loss of enjoyment or other claims suffered by the Customer (except in respect of death or personal injury caused by AHS's negligence) arising out of performance of the Contract by AHS (or its servants or agents).
11. AHS's entire liability in connection with all or any claims in contract, tort, statute or otherwise arising under the Contract shall not exceed the amount of the Charges for the provision of the Services.
12. AHS reserve the right to cancel and/or amend course dates, times, contents and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative if these are not satisfactory. In the event that payment has already been received AHS shall refund in full the price of the course. No further compensation will be given.
13. The Customer shall indemnify AHS for any losses incurred as a result of providing inaccurate information to AHS, mistakes contained within the Customer's order, changes to the Contract requested by the Customer, the cancellation of the Contract (otherwise than in accordance with paragraph 6) by the Customer or breach of the Contract by the Customer (subject to AHS using all reasonable endeavours to minimise such loss).
14. The Customer shall not be entitled by reason of any set-off, counterclaim, abatement or analogous deduction to withhold payment of any amount due to AHS unless otherwise agreed in writing by AHS.
15. If the Customer becomes bankrupt or enters liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) AHS shall be entitled to terminate any outstanding Contract(s) and/or suspend further services without liability to the Customer and any sums outstanding shall become immediately due.
16. Any written notice given under these terms and conditions shall be served either by registered post or by facsimile to the relevant party's registered /principal office or last know address.
17. These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts. In the event that one or more clauses of these terms and conditions become invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be affected.