

# TERMS AND CONDITIONS TRAINING

Date: Issued March 2021 Version 1



These Terms and Conditions are designed to ensure full understanding of the nature of the arrangement entered into with us now you have booked training.

For existing clients who pay via invoice these conditions will be provided at the time of booking training. They match those conditions which have already been outlined to you.

## Existing Clients

Hosking Associates will provide training to existing clients as part of the package of work to oversee Health & Safety arrangements. Training requirements will be detailed in your proposal letter, or via email, and charges will be clearly itemised. Clients will be charged for all associated costs in respect of their training, and this will be invoiced under Hosking Associates Ltd standard terms and conditions.

In addition to the time taken to deliver training, time will also be required to choose specialist trainers, develop courses/course materials and for administration.

Any costs associated with training will be based on the course being delivered and the number of delegates. In most cases a cost per person will be agreed in advance and included within your detailed proposal.

If training is undertaken at our day rate an additional charge will be applied for preparation time and administration.

## Group Bookings

When we undertake training on your behalf a delegate list will be prepared and agreed in advance. A full charge will be made for those delegates who fail to attend the training without prior notice or within 14 days of the course. A 50% charge will be applied for cancellations of between 15 and 21 days prior to the date of the course.

## All Training

Where Hosking Associates Ltd are providing training as an isolated service we are not acting as your Health & Safety advisor.

Speaker opportunities will be undertaken at an agreed fixed rate plus expenses.

Once training has been booked and a date mutually agreed these terms and conditions will be deemed to apply unless we hear from you within 5 working days.

All work to undertake training or speaking will require

payment in advance. Once an agreement to provide training has been entered into you agree to pay for the agreed amount.

Delegates agree to attend for the duration of the session(s) as advertised and return completed course work, assignments, and feedback as part of all sessions attended.

## Cancellations

As a small business cancellation can be extremely disruptive, especially where we are running open sessions which require a minimum number of delegates to go ahead. For this reason, once training has been booked it is not refundable.

If we cannot achieve the minimum number of delegates on a course, we reserve the right to postpone the session to an alternative date and delegates will be offered the next available date to attend the training.

We ask you provide us with at least 21 days' notice if you wish to postpone training to a later date.

Where difficulties arise and a delegate cannot attend training within this time an alternative date will be offered strictly at the discretion of Hosking Associates.

Where training is cancelled within 7 days the cost will be non-refundable and non-transferable. Delegates wishing to book an alternative date will incur a further training charge for this session.

## How we will communicate with you

Any changes in how we work for you will be confirmed in advance, by email. Our Terms and Conditions will be reviewed periodically and re-issued if there has been a significant change in our working relationship or as part of a regular annual review.

Terms and Conditions will be attached to meeting requests or email confirmation of group bookings.

Unless you tell us otherwise, we will assume you are happy for us to communicate by email, even though we cannot guarantee security or confidentiality. It is your responsibility to ensure communications to the email address(es) you provide are secure.

## How we will charge and invoice you

Individuals will book online via our website. Once the booking has been confirmed and payment received details will be issued within 5 working days along with

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these terms and conditions.

VAT will be payable where applicable at the prevailing rate on all fees and disbursements.

## Charges for Group Bookings

Group bookings may be invoiced provided payment can be cleared at least 10 working days before the session.

We ask that any special or unusual arrangements in respect of invoicing be made clear to us by email before we incur any costs.

Expenses and disbursements charged will include all additional costs associated with the work we do for you. For example, traveling costs, subsistence, accommodation, stationery, photocopying, binding, and postage which will be added to your invoice. Mileage will be charged at a rate of 65p per mile. A schedule of expenses incurred will be retained and will be available for you to check at any time.

## Invoiced Payments

We ask that payment be made, by return, and by BACs to the following account:

Account Name: Hosking Associates Ltd  
Bank: Lloyds TSB (St Albans Branch)  
Sort Code: 30-97-25  
Account Number: 01902539

Unless we agree otherwise, if you do not pay your invoice within 10 days of training going ahead, we will deem the course has been cancelled within 21 days. As per these terms and conditions payment will remain due. We will charge interest as allowed by the Late Payment of Commercial Debts (Interest) Act 1998 as amended and the Late Payment of Commercial Debts Regulations 2013 once invoices are 30 days late.

Postponement due to exceptional circumstances will be purely at the discretion of Hosking Associates Ltd.

If you disagree with an invoice, any dispute must be made in writing within 5 days of the date of that invoice or 10 days before training is undertaken. Our complaints procedure is displayed on our website at the bottom of the home page.

We only invoice based on instructions received and ask clients to be clear on how invoices should be addressed in advance to avoid late fees being incurred. An administrative charge may be made without notice where significant changes are required to invoices

which have already been issued.

Training or speaking will not go ahead if funds have not been cleared in advance. Invoices will remain outstanding if a dispute is not raised within 5 days and interest will be added to any outstanding amounts. The rate we charge you will be 8% above the Bank of England base rate as at the date we sent the invoice. We will charge that rate of interest from the date payment is due to the date you pay us even if we take court proceedings to recover the amount you owe. If we take proceedings against you for non-payment of invoices, we will ask the court to order you to pay the costs we incur in those proceedings. In addition, we will request the court apply additional fees if the costs of recovery are not met by this compensation. We will abide by any court decisions made in this regard.

## Data protection

We will put your details on our databases and computer systems to help us provide our services and send information which may meet your needs (including invitations to seminars and legal updates, which will usually be sent to you by email). We may also use information about you to make decisions on payment arrangements with you (for example, to carry out a credit search).

We will keep all the information about you confidential, subject to the provisions outlined above. We will not pass it to any person or organisation outside Hosking Associates Ltd without your permission unless we need to do so to provide services to you or to collect our fees.

Unless you tell us in writing we will assume you agree to us using your information in this way. If, at any time, you do not want to receive information about our services, please contact us.

If you give us any personal information about another person, you must adhere to any relevant data protection laws which apply to you when providing that information.

## Intellectual Property Rights

Hosking Associates Ltd may create bespoke documentation, templates and arrangements for your organisation which are copyrighted and have been electronically tagged. You will have full permission to use and develop this information as part of the normal operational activities your organisation undertakes so it is tailored to how you work.

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You will not be permitted to download, use, or otherwise transmit this documentation outside your organisation for use by other businesses or personally. These items may not be transferred to personal electronic devices for use outside of the organisation for which they were originally intended.

You will not be permitted to electronically store or use any documentation or templates belonging to Hosking Associates Ltd which have not been made specific to your organisation, by a Hosking Associates consultant, as part of the work we have undertaken for you on your behalf.

We will respect the same standard for templates and information provided by you to us.

### Consultant Clause

Hosking Associates Ltd.'s core business is to provide competent person advice and training to businesses. A lead consultant will be assigned to your organisation who will work very closely with you to understand how your organisation operates and to provide you with all the necessary guidance and project management skills required to improve your standards.

Hosking Associates Ltd reserves the right to change the lead consultant or introduce other consultants especially where additional tasks or work is required to accommodate mutual business needs.

Our consultants are our most important asset, and a significant amount of time and resources are invested in their recruitment, continued personal development and management to provide high standards of service to you. This clause will apply following receipt of these conditions even if work has yet to be undertaken.

To protect the legitimate interests of the company, all consultants (and associate consultants) are bound by a restrictive covenant. This prohibits them from directly or indirectly, either alone or jointly, with or on behalf of any other body and in any capacity whatsoever, for a period of 12 months after the termination of their employment, to solicit or interfere with or endeavour to entice away from Hosking Associates Ltd any person, firm or company or entity which was a customer, client or contact of the company. Upon the termination of their employment all consultants are reminded they are not permitted to make any contact with Hosking Associates clients, customers, or contacts. Should a consultant attempt to do so we ask that you inform us of the nature of the contact made.

Contacts will include individuals or organisations with whom Hosking Associates Ltd have working relationships including those who supply services and associate consultants.

The above clause will apply in the event of you making a direct offer of employment to a consultant (including an associate consultant) or if you choose to transfer your business to another consultancy via an introduction from a consultant who was previously engaged by Hosking Associates Ltd.

Should you wish to make a direct offer of employment to a consultant or wish to transfer your business to a consultancy they represent or are introduced to (including an associate consultant) within 24 months of the consultant resigning, you agree to pay compensation to Hosking Associates Ltd which will include:

- Recruitment costs for the replacement consultant
- Time associated with recruitment at a day rate of £950 per day.
- Costs of any of the consultants training and personal development undertaken in the previous 12 months
- Any time associated with internal training in the last 12 months
- Remainder of any mobile telephone or other contracts for equipment used by the consultant
- Any subscriptions to professional organisations such as IOSH or OSCHR incurred in the last 12 months
- Any additional time which has been incurred internally to provide and agree a package of support for your organisation which will be charged at your agreed day rate
- Loss of business compensation which we will itemise and will also cover the impact of the loss to our business at a rate of £950/day
- Any other sundry expenses which will be provided within a schedule of costs
- Costs associated with the remainder of any agreement we have entered

Where Hosking Associates Ltd are engaged by a business within a group of companies, this clause will apply equally where a consultant is engaged by a business within the Group. Compensation arrangements will apply in this instance.

Consultants are bound by intellectual property rights and may not use templates, documentation or other material owned by Hosking Associates Ltd once their

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engagement with Hosking Associates Ltd has come to an end or with organisations that are not our clients. Hosking Associates Ltd reserves the right to take legal action against organisations and consultants (including associate consultants) who continue to use this material without our permission after termination of their employment or engagement or prior to compensation being paid.

You remain responsible for ensuring Hosking Associates has the skills, knowledge, experience, and organisational capability to undertake the training. CVs or other information, including references, are available upon request so relevant investigations in respect of competency can be undertaken.

## General

In addition to our employed consultants Hosking Associates Ltd also uses the services of Associate Consultants who work on our behalf and under our instructions. They provide us with flexibility and specialist knowledge or expertise in certain fields, working closely with us to provide the best possible service for our clients.

We may recommend the services of other organisations or companies to supplement the work we undertake for you.

You remain responsible for ensuring they have the skills, knowledge, experience, and organisational capability to undertake work on your behalf. Their engagement will be with you as the client directly. Hosking Associates Ltd cannot take any responsibility for their acts or omissions whilst working in this capacity. Some service providers offer discounted rates to Hosking Associates clients. If our agreement is terminated these rates will no longer apply.

Where we sub-contract work an additional administration fee will be included within the fee we charge you.

Hosking Associates Ltd is a Safety, Health & Environmental advisory, and training service. Under the Health & Safety at Work Act 1974, related legislation, food safety requirements and all environmental legislation, you as the client remain responsible for your statutory obligations. You remain the risk owner responsible for your business actions or inactions.

Hosking Associates Ltd will not accept any liability for any loss, damage, delay, failure, or expense resulting from death, injury or damage to property arising in any way, either directly or indirectly.

The aggregate liability of Hosking Associates Ltd to you our client whether arising from negligence, tort, breach of contract or any other obligation or duty shall be limited to £1million. Hosking Associates Ltd will not be liable for loss of business, indirect or consequential loss or damage.