

## CAB Training - GENERAL TERMS AND CONDITIONS

In these terms and conditions:

"Awarding Body"	Means the official body awarding the certificate or licence;
"Candidate"	Means any person placed on the Training Course or Scheme;
"Client"	Means the person, firm or company with whom the Training Business is entering into this Contract and whose name(s) appears on the Contract of Engagement;
"Contract"	Means together the Contract of Engagement and these terms and conditions;
"Contract of Engagement"	Means the contract of engagement in the form attached hereto and entered into between the Training Business (both for itself and as trustee for any of its [Group Companies and] sub-contractors) (1) and the Client (2);
"Fees"	Means the fees and charges payable by the Client under and in accordance with the Contract of Engagement or otherwise;
"Group Companies"	Means a company which is a subsidiary or an Associate (as such expressions are defined in section 736 and section 435 of the Companies Act 1985) and or any of its sub contractors who have been appointed to provide the Services pursuant to the Contract of Engagement;
"Taxation"	Includes (without limitation) income tax, national insurance contributions, and includes all penalties, charges and interest relating to any of the foregoing;
"Training Business"	Means the facilitator of the Training Scheme both for itself and as trustee for any of its [Group Companies and any of its] <sup>2</sup> sub-contractors who have been sub-contracted to provide the Services;
"Training Scheme"	Means the Specified Training Course or Scheme operated by the Training Business;

2. These are the terms and conditions of business referred to in the Training Business Contract of Engagement attached.
3. Execution of the Contract of Engagement will constitute the Client's acceptance of these terms and conditions. In addition, even if the Contract of Engagement has not been signed by the Client the commencement of any Candidate supplied by the Client for training with the Training Business will, notwithstanding the lack of such signature, constitute acceptance by the Client of these terms and conditions.
4. The Training Business reserves the right to sub contract the provision of the Services. Any such sub contractor shall, for the purposes of the Contract constitute the Training Business and the Client accepts that these terms and conditions shall be capable of being enforced directly by such sub-contractors or by the Training Business on their behalf. If required by the Training Business the Client will execute a direct contract (to the extent that these terms and conditions do not constitute the same) with the sub contractor on the same terms as these terms and conditions.
5. All Fees payable to the Training Business in respect of any Candidate shall be paid by the Client in full prior to the commencement of training, unless a credit period has been agreed.
6. The Client accepts that the Training Business shall be entitled to terminate any Services which it is providing and/or the Contract itself if any Fees are not paid on the due date or if the Client refuses to or does not sign the Contract of Engagement to which these terms relate.
7. Any travelling, hotel or other expenses incurred by the Training Business in the provision of Services as may be agreed with the Client and/or as set out in the Contract of Engagement shall be invoiced by the Training Business (together with VAT where applicable) and if not set out in the Contract of Engagement shall be an addition to the Fees set out in the Contract of Engagement.
8. Any charges to be made in respect of Candidates shall be the standard charges of the Training Business in force at the relevant time and from time to time. Details of the relevant charges are available on application and are calculated a rate varying and.

According to the length of time necessary to fulfil the completion of each level of the Training Scheme plus any additional training required. VAT shall be charged and be payable where applicable. Training documentation will not be issued until payment has been received in full.

9. The Training Business reserves the right to refuse admission to any Candidate where any Fees payable in respect of that Candidate or otherwise by the Client remain unpaid at the commencement of the Training Scheme by that Candidate.
10. Any Fees paid by the Client to the Training Business will not be refunded if the training of any Candidate is terminated whether by the Candidate himself or by the Training Business.
11. The Client shall be responsible for the payment of any remuneration or other emoluments of any Candidate or any other Taxation as required by law and shall indemnify the Training Business and keep it indemnified in respect thereof.
12. Whilst the Training Business shall use every effort to provide the Services utilising a reasonable standard of skill, integrity and reliability from its assessors/trainers, the Training Business shall not (other than for death or injury arising by reason of the negligence of the Training Business) be liable for any loss, expense, damages, costs, delay or proceedings arising from or out of any act or omission of the Training Business or by reason of any failure by the Training Business to provide the Services for all or any part of the period of training for any Candidate or arising from the negligence, dishonesty, misconduct or lack of skill of the Candidates provided.
13. The Training Business reserves the right to refuse admission or to expel any Candidate if, in its absolute discretion, it considers the behaviour of the relevant Candidate to be inconsistent with its reputation or to be such as will prejudice or be inconsistent with the smooth management and running of the relevant training course.
14. Without prejudice to the operation of clause 13 above if the standard of work, progress or test results of any Candidate proves to be unsatisfactory (which will be determined by the Training Business in its absolute discretion) the Training Business shall be entitled to cancel the provision of the Services in respect of that Candidate subject where required to the approval of the Awarding Body and shall, if requested to do so provide written reasons for such cancellation/termination as soon as is reasonably practicable following request.

Candidates shall not be admitted on to any training course and Services shall not be provided in respect of any Candidate unless and until [a contract for training] has been executed by the Client and in respect of that Candidate.

16. The Client shall at all times retain and hereby accepts, responsibility for all acts, errors and admissions of Candidates (whether wilful, negligent or otherwise) during the provision of Services to that Candidate and shall indemnify the Training Business and keep it indemnified against and from all and any liability, costs, proceedings, actions, expenses which it may suffer or be put to as a result of such acts, errors or omissions.
17. The Client agrees and shall treat the Candidate, at all times, as if he were an employee of the Client and shall, in all respects, comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own employees including in particular the provisions of the Health and Safety at Work Act 1974 (where relevant) and shall, in particular, provide or ensure the provision of adequate employers and public liability insurance cover in respect of the Candidate at all material times during the provision of Services to that Candidate.
18. Notwithstanding any other provision of these terms and conditions the Client shall indemnify the Training Business and keep the Training Business indemnified against any and all costs, claims, liabilities, expenses, actions and proceedings of whatever nature which are suffered or incurred by the Training Business and which arise out of or are suffered or incurred as a result of the provision of Services to any Candidate.
19. If applicable, as far as is reasonably possible the Training Business, prior to admitting any Candidate will check that Candidate's references and will examine driving licences and any relevant permits. Notwithstanding this undertaking the Client agrees that it shall:
  - (a) ensure that each Candidate has relevant and valid licences and permits to enable it to carry out the training course;
  - (b) check and monitor drivers' hours and records in accordance with all relevant regulating statutes, legislation and subordinate regulation issued there under;
  - (c) deal with and be responsible for the issue and collection of tachograph cards;
  - (d) be responsible for and ensure the proper maintenance and safety of all vehicles used by the Candidate on the course (save for vehicles provided by the Training Business, if any);
  - (e) Ensure that each Candidate has appropriate valid road traffic liability insurance, which shall include but not be limited to the provision of fully comprehensive insurance in respect of the vehicle to be driven by that Candidate and its contents.
20. The Client shall if requested by the Training Business permit the Training Business or its authorised representatives on not less than 24 hours notice, to inspect the Client's operator licence and policies of insurance for all vehicles to be driven by any Candidate submitted by that Client.
21. In order to assist the Client in complying with and ensuring compliance with any relevant provisions of the Transport Act either in accordance of that Act or these terms and conditions, the Training Business shall upon request provide the Client with such reasonable information as is available to the Training Business regarding any driving assignments carried out by any Candidate with the Training Business in the 7 days immediately preceding the commencement of any assignment with the Client provided that the Candidate has been in training for the Training Business during those 7 days.
22. If any training is to be provided at any premises owned or leased by the Client the Client shall procure that all instructors who are supplied by the Training Business are properly and adequately insured against all employers liability and third party risk which would be normally or prudently insured against and which may arise during or relating to the supply of training requirements for the Client.

23. If any training is to be provided at any premises owned or leased by the Client the Client shall allow the Training Business prior access to the premises to ensure that it meets the required facilities and standards as set down by the Awarding Body.
24. The Client shall ensure that each Candidate shall prior to the commencement of any training with the Training Business complete an appropriate medical information sheet in which that Candidate will be required to disclose any medical condition which could potentially effect the Candidates ability to carry out or complete any training or which might otherwise have an effect of his driving ability or any other person. The Client will, ensure that each Candidate is made aware in writing that the training course for which he has been submitted involves physical activity and that such Candidate should take appropriate medical advice as to whether they are fit to take part. The Client accepts that the Training Business has no duty to make such enquiries of Candidates.
25. Any medical information sheet completed by Candidates should on its face state that while such information will be kept in confidence a copy of it will and must be supplied to the Training Business prior to commencement of the Training Scheme by that Candidate.
26. Whilst all reasonable endeavours will be taken by the Training Business to maintain course/training programs the Training Business reserves the right to make changes to the training programs, dates and venues as may be reasonably necessary from time to time and to alter its standard fees in the light of any changes in the economic circumstances prevailing at the time.
27. Any cancellation by the client must be in writing. The date of cancellation will be the date upon which such written notice of cancellation is received by the Training Business. No cancellation charges will be made if an appropriate Candidate for the date is provided by the Client at any time up to the date upon which the relevant training course is to commence.
28. Subject as provided herein the provision of the Services by the Training Business will be carried out to the standards laid down in the City & Guilds directory. If the Client requires any Candidate to be re-tested for any failed modules then the Client will be provided with two alternative dates for such retest. Any re-tests for any Candidate will be subject to the standard charges of the Training Business then applicable and will not be provided until payment has been made in full.
29. In the event of cancellation of training by the Training Business alternative mutual arrangements will, where possible, be made at no extra costs.