



Nuvia Limited Terms & Conditions for Training Services

1. GENERAL

- 1.1 The Terms and Conditions of Nuvia Limited (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on the Company includes or refers to other terms or conditions of contract then these shall not apply unless agreed in writing by the Company. No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing signed by a Commercial Manager or Director of the Company.
- 1.2 These terms and conditions will form the basis of all training contracts with the Company, unless otherwise specified in writing by the Company.
- 1.3 All reservations should be confirmed by the Client to the Company in writing, and accompanied by an official purchase order or purchase order number.
- 1.4 These terms and conditions are correct at the date of quotation but the Company reserves the right to vary them without notice. An updated copy, if applicable, will be supplied to the Client.

2. TRAINING COURSES - DELEGATES' REQUIREMENTS

- 2.1 Delegates are required to be punctual at all courses and sessions.
- 2.2 Consumption of alcohol is not permitted during training, nor should it be consumed immediately prior to training. If there is any evidence of such trainers are obliged to refuse to train the delegates.
- 2.3 Any disruptive behaviour during courses or inappropriate behaviour towards presenters will not be tolerated. Delegates will be asked to leave the course and no refund will be given.
- 2.4 Any specialist equipment provided (such as monitors) must not be removed from the training environment. Any damage caused by wilful misuse or misconduct will be invoiced to the client.
- 2.5 Certificates are awarded at the discretion of the trainer and only to those delegates who successfully complete the training assessment Certificates are only issued for attendance where no formal assessment is required.

3. CLIENT SUPPLIED INFORMATION

- 3.1 Should any information or data supplied to the Company for the preparation of the quotation prove to be insufficient or inaccurate the Company reserves the right to amend the quotation to cover any cost difference.

4. PRICES

- 4.1 Unless otherwise indicated written quotations remain firm for 30 days. After this period the Company reserves the right to vary its price.
- 4.2 All prices are subject to UK Value Added Tax if applicable at the appropriate rate ruling from time to time.

5. PAYMENT TERMS

- 5.1 Course fees must be paid at least 14 days in advance of the course start date unless alternative terms are stated in the quotation, payments may be made by BACS or Cheque in (£) Pound sterling
- 5.2 Where course fees are due in advance the Company reserves the right to re-allocate the course places to other delegates on a waiting list, if the course fees are not paid on time.
- 5.3 Where the quotation permits the Client to pay on invoice the Company reserves the right to charge interest on late payments at the rate of 2% per annum over Barclays Bank base rate on the invoice price from the due date until the date the Company is in receipt of funds. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

6. HEALTH AND SAFETY

- 6.1 Where training is carried out on Company premises all delegates must conform to and comply with the Health and Safety policy as laid down by the Company. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.
- 6.2 The Client shall use his best endeavours to ensure that any premises provided in which the Company's employees or agents are required to work are safe and without risk for them. All known risks must be clearly identified and marked by the Client. Nuvia reserves the right to either postpone, until premises are made safe, or to cancel the course.

7. CANCELLATION AND POSTPONEMENT

- 7.1 Where the Client cancels the Company reserves the right to charge a cancellation fee in respect of courses already confirmed. Notice of all cancellations or transfers must be made by email to radiationprotection@nuvia.co.uk and the following terms will apply: -
- a) Cancellation or postponement 31 days or more prior to the course start date: No charge.
 - b) Cancellation or postponement 30 -15 days prior to course start date: 50% of the original fee will be charged.
 - c) Cancellation or postponement 14 days or less prior to course start date: 100 % of the original fee will be charged.
- 7.2 Full fee is payable for any delegates who fail to attend for any reason.
- 7.3 A request to transfer from one course to another should be made by email to radiationprotection@nuvia.co.uk. One transfer may be provided if there is availability on an alternative date
- 7.4 Suitable substitute delegates will be welcome at any time before the course start date with no penalty charge.

7.5 Courses outside of the UK shall be subject to the travel advice of the UK Foreign and Commonwealth Office. Where the advice for the destination country or any country en route is against all but essential travel, before or during the course, the Company shall reserve the right to cancel the course. In the event of cancellation a full refund will be made less any abortive costs incurred.

7.6 Should it become necessary for the Company to postpone all or any part of a course, due to circumstances beyond their control other than Clause 7.5, then a mutually agreeable date will be chosen on which to complete the course alternatively a full refund would be made.

8. LIABILITIES

8.1 Without prejudice to clause 7 any liability of the Company for any breach of Contract, however caused, shall be limited to the provision of a replacement course or refund at the discretion of the Company.

8.2 The Company shall not be under any liability for the negligence of its employees, servants, agents or others except for liability for death or personal injury resulting from negligence.

8.3 The Company shall not be responsible in any circumstances for any direct, indirect or consequential loss or damage whatsoever whether suffered by the Client, delegate or any third party and however arising out of the course provided or not provided by the Company.

8.4 The company accepts no responsibility for the use made of any information, or materials used in or arising from the course where it is obtained by a third party, whether directly or indirectly from the Customer.

8.5 If during the period of this agreement and the following 6 months any employee of the Company, who is engaged under the provisions of the Agreement, should become employed by the Client (directly or otherwise) the Customer shall pay to Client the employment and initial training costs incurred to enable the Company to obtain a replacement for their former employee, notwithstanding whether or not the replacement employee is subsequently engaged under the Agreement.

9. COURSE CONTENT

9.1 The Company consistently develops their training courses in line with evolving best practice and therefore reserves the right to make changes to the advertised course content without prior notice.

9.2 Unless agreed in writing, Copyright of any training materials or literature issued remains the property of the Company, all rights reserved, copying or distributing is prohibited unless express permission is granted.

10. APPLICABLE LAW

10.1 The Contract shall be governed by the laws of England. Any dispute arising under or in connection with these terms shall be subject to the Jurisdiction of the English Courts. These terms do not affect any consumer rights available to the client.