

Arborcare Associates Ltd T/A Land Based Training

Standard Contract Terms and Conditions

JANUARY 2014

1 BASIS OF THE CONTRACT

- 1.1 Arborcare Associates Ltd T/A Land Based Training shall (subject to these Conditions) provide Services in respect of the work detailed in the accepted Quotation for works to You in exchange for payment of the Contract price. These Conditions shall be deemed incorporated into the accepted Quotation and shall govern the Contract to the exclusion of any other terms and conditions.
- 1.2 No variation to these Conditions shall be binding unless agreed in Writing between the client and Land Based Training or our authorised representative. Neither Land Based Training employees nor our sub contractors are authorised to make any representations concerning any contractual operation. In entering into the Contract You acknowledge that You are not relying on (and that You shall waive any claim for breach of) any representations, which are not confirmed in Writing.
- 1.3 Land Based Training may at their sole discretion sub-contract such of their obligations under the Contract as we see fit.

2 CONTRACTUAL OPERATIONS

- 2.1 The work to be done by Land Based Training will be specified in Writing in the Quotation for works but, where given, time limits, projected results and performance specifications quoted are best estimates only.
- 2.2 All work is undertaken in good faith and Land Based Training will use all reasonable endeavors to ensure accuracy. Advice and information, which Land Based Training gives You, is given on the understanding that it is based on the evidence, methods and techniques associated with current best practice at the time.
- 2.3 You shall provide all necessary access, facilities and notification in Writing of any site hazards to Land Based Training prior to beginning contractual operations to include the provision of clearly delineated working areas, removal of hazards where possible and the signage of all other relevant items or areas affecting the contractual operations, Land Based Training will consider any non-compliance with these Conditions a breach of this Contract.
- 2.4 Where You require a variation in or an addition to agreed contractual operations, Land Based Training shall submit a revised Quotation for works requiring Your acceptance in Writing prior to commencing the variation or additional operations.
- 2.5 Land Based Training reserves the right to make any changes in the specification which are required to conform with any applicable safety or statutory requirements
- 2.6 If any process is applied under the Contract by Land Based Training in accordance with a specification which You have submitted, You shall indemnify Land Based Training against all loss (including loss of profit), damages, costs and any other expenses awarded against or incurred by Land Based Training in connection with or paid or agreed to be paid by Land Based Training in settlement of any claim, which results from Land Based Training use of Your specification.

3 PRICE

- 3.1 Land Based Training will endeavor to work within the estimated Contract price stated in the Quotation for works, but reserves the right to make charges based on actual costs incurred. Such charges shall reflect any increase in cost to Land Based Training that is due to any factor beyond their control. Such factors include (but may not be limited to) any variation in the rate of exchange between one currency and another, currency regulation, alteration of duties, or any significant increase in the costs of labour, materials or other costs of manufacture. Such charges may also be made as a result of any change in delivery dates, quantities or specifications for the work which You request, or any delay caused by Your failure to give instructions or Your failure to give Land Based Training adequate information, site access or instructions.
- 3.2 In respect of Goods supplied under this Contract, except as otherwise stated under the terms of any quotation or price list of Land Based Training, and unless otherwise agreed in Writing between You and Land Based Training, Land Based Training gives all prices on an ex-works basis.
- 3.3 You shall be liable to pay any applicable Value Added Tax to Land Based Training. If the Contractual operations cannot be completed within that time estimated within the Quotation for works Land Based Training will notify You as soon as possible and limit expenditure to the estimated price in the quotation for works or other such authorised amount as may have been agreed in writing between You and Land Based Training.
- 3.4 If the Contractual operations are suspended or terminated on Your instructions (or because of Your lack of instructions) any resulting expenses (including loss of profit) incurred by Land Based Training will be payable by You.
- 3.5 Prices stated in the Quotation for Works are guaranteed for 30 days subject to 3.1, 3.2, 3.3 and 3.4 above.

4 PAYMENT

- Payment(s) to Arborcare Associates Ltd T/A Land Based Training shall fall due by return unless agreed in writing and in any event within a maximum of 21 days of Arborcare Associates Ltd T/A Land Based Training invoice date. If You fail to make payment in full, in accordance with this Clause then Land Based Training shall be entitled to suspend this Contract and/or any other Contract with You (in which case You shall not be released from Your obligations to Land Based Training under this Contract or any other Contract). Land Based Training reserves the right to terminate this Contract or any other Contract with You in accordance with Condition 7 below and to charge interest at 8% over Bank of England base rate, in compensation of incurred liquidated damages (The rights described in Condition 7.1 do not limit any other legal rights, which Land Based Training may have.)
- 4.1 PAYMENT TERMS STRICTLY 21 DAYS NETT - PLEASE REMIT WITHIN 21 DAYS - THANK YOU.
- 4.2 Late Payment Terms: Interest will be charged in accordance with the Late Payment of Commercial Debts (interest) 1998 Act at a rate of 8% over Bank of England base at the time of booking.
- 4.3 Payment by Credit Card, all payment will be subject to a surcharge of 2.5%. This fee is subject to continual review and charges may go up as well as down, You should check the rate prior to payment.

5 DELAYS, SUSPENSIONS AND INTERRUPTIONS

- 5.1 Land Based Training will use all reasonable endeavors to comply with any date or dates for completion of the contractual operations.
- 5.2 Should work in relation to the Contractual operations be suspended at the request of Land Based Training or delayed through any fault of Yours or through any change in the specification which You agree with Land Based Training in Writing, Land Based Training shall be entitled to payment for work already carried out and materials specifically purchased in connection with the accepted Quotation for works.

6 LIMITATION OF LIABILITY

Land Based Training shall not be liable to You in respect of any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by You as a result of an action brought by a third party) arising out of the use by You of any information, results, reports or products provided in pursuance of the Contract. No responsibility is accepted for any interpretation, which may be made of said results, reports and information.

7 CONTRACT TERMINATION

7.1 You may terminate this Contract only with Land Based Training Written consent, and on terms, which indemnify Land Based Training to his satisfaction against all loss.

7.2 Land Based Training may (without prejudice to any other rights it may have arising out of any pre-existing breach of this Contract or arising out of termination itself) terminate this Contract immediately for non-payment by You of any sums due under this Contract in accordance with Clause 4.1 of these Conditions:- Breach of Your express or implied obligations herein; If You, being an individual, become apparently insolvent or die, or being a partnership, are dissolved or any of Your partners become apparently insolvent or die; If You, being a company or other corporate body, go into liquidation or have a receiver appointed to all or any part of Your assets or You become subject to an administration order or make any voluntary arrangement with your creditors.

7.3 Training or Assessment Cancellation:

All cancellations must be made in writing to Land Based Training they must reach this office within 28 working days of any course or assessment. **Cancellation fees:** 28 working days or more full refund, 27 to 21 days 50% of fee payable, 20 days or less full fee applicable, or alternatively a substitution may be made.

7.4 LANTRA ITA COURSES

“**Experienced operators**” when operators are accepted onto a LANTRA ITA refresher training course a ‘DECLARATION’ form must be submitted for each individual either by their employer or if self-employed by the individual in question. We reserve the right to dismiss any operator, who does not have the appropriate experience level for the course, and payment will not be refunded or a credit offered.

8 JURISDICTION

These Conditions, every Proposal to which these Conditions apply, and the Contract, unless otherwise stated shall be governed by and construed in accordance with English Law.

LAND BASED TRAINING
JANUARY 2014