



Standard Contract Terms and Conditions OCTOBER 2018

1. BASIS OF THE CONTRACT

- 1.1. Berkshire College of Agriculture t/a BCA Landbased Training, hereafter referred to as "us/we/our" shall (subject to these conditions) provide the services, as detailed in the quotation, to you in exchange for payment of the price. These conditions shall be deemed incorporated into the quotation when our quotation is accepted by you and a contract shall be formed at this point. These conditions shall govern our contract with you to the exclusion of any other terms and conditions.
- 1.2. No variation to these conditions shall be binding unless agreed in writing between you and us or our authorised representative. Neither our employees nor our subcontractors 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. We may at our sole discretion sub-contract such of our obligations under the contract as we see fit.

2. CONTRACTUAL OPERATIONS

- 2.1. The services we will provide will be specified in writing in the quotation, but, where given, time limits, projected results and performance specifications quoted are best estimates only.
- 2.2. The services shall be provided in good faith and we will use all reasonable endeavours to provide the services in accordance with the quotation. Any advice and information, which we give you during the provision of the services, is given on the understanding that it is based on the evidence, methods and techniques associated with current best practice at the time when the services are provided.
- 2.3. When the services are to be provided at a site of your choosing, then you shall provide us with all the necessary access and facilities that may be required in order for us to provide the services. You shall notify us in writing of any site hazards prior to us providing the services and such notification shall include and clearly identify delineated working areas, hazards that should be removed and signage that effect other relevant areas and that may have a consequence on the provision of the services by us.
- 2.4. Where you require a variation in or an addition to the quotation after it has been accepted by you, we shall submit a revised quotation for the services and we shall require your acceptance in writing prior to commencing the revised or additional services. In some cases this will lead to a change in the price of the services previously quoted and accepted by you and we will bring this to your attention if this is the case.
- 2.5. We reserve the right to make any changes to the services to reflect relevant laws and regulatory requirements. We will inform you of these changes as soon as reasonably practicable.
- 2.6. If, during the provision of services, you require us to use a specified approach or process (which approach and process shall be noted in the quotation we provide to you), you agree to indemnify us against all losses (including loss of profit), damages, costs and any other expenses awarded against or incurred by us, including any agreed settlement payment, as a result of us using your specified approach or process.
- 2.7. Where training and/or assessments form part of the services to be provided by us and you require us to perform the services at your site, then we reserve the right to refuse use of your site until such time as a site inspection has been made by one of our representatives at a fee of £105.00 plus VAT, if applicable, plus any expenses incurred. Any recommendations for the site proposed by our representative must be acted upon before training and/or assessment takes place. If the site is deemed unsuitable for training and/or assessment, an alternative will be offered by us.
- 2.8. We will not provide training and/or assessment to any individual who does not hold a valid driving licence unless you have made transport arrangements to get to and from places of training and/or assessments at the specified dates and times. We will not be held responsible for making such logistical arrangements for individuals receiving the benefit of the services.

3. PRICE

- 3.1. The price for the services shall be the price as set out in the quotation. We take all reasonable care to ensure that the price of the services advised to you are correct, however, please see clause 3.2 for when we may make adjustments to the price previously provided to you.
- 3.2. We use reasonable endeavours to provide the services as stated in the quotation, but we reserve the right to make additional charges based on actual costs incurred. Such charges shall reflect any increase in the cost to us to perform the services that is due to any factor beyond our control. Such factors include (but are not be limited to) any



variation in the rate of exchange between one currency and another, currency regulation, alteration of duties, or any material 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 services which you request subsequent to approving the quotation, or any delay caused by your failure to give us adequate instructions or your failure to give us adequate information, site access or instructions.

- 3.3. In respect of goods supplied under our contract with you, except as otherwise stated under the terms of any quotation or price list prepared by us, and unless otherwise agreed in writing between you and us, we give all prices on an ex-works basis.
- 3.4. You shall be liable to pay any applicable Value Added Tax ("VAT") to us. If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 3.5. If, for any reason whatsoever, we cannot perform the services within the time estimated within the quotation, then we will notify you as soon as possible and limit our expenditure to the estimated price in the quotation for the works or such other authorised amount as may have been agreed between us.
- 3.6. Prices stated in the quotation for services are guaranteed for 30 days from the date of the quotation, subject to clauses 3.2, 3.3, 3.4 and 3.5 above.

4. PAYMENT

- 4.1. Upon acceptance of the quotation we will invoice you the price for the services, unless we agree alternative payment provisions in writing. If any additional charges occur during the provision of the services in accordance with clause 3.2 then we will issue an invoice for these additional charges. All invoices must be paid within 21 calendar days after the date of the invoice, but if the date for providing the services is prior to the expiry of the 21 day payment period then the invoice must be paid before we provide the services. We accept payment by credit card, debit card and BACS transfer.
- 4.2. If we do not receive payment by the due date we may charge interest at 4% over the Bank of England base rate from time to time. This interest shall accrue on a daily basis and from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

5. DELAYS, SUSPENSIONS AND INTERRUPTIONS

- 5.1. We will use all reasonable endeavours to comply with any date or dates for completion of the services, but time shall not be of the essence in provision of the services.
- 5.2. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 5.3. We may require you to provide us with important information to provide the services to you. If you do not provide us with the necessary information within 10 days of us requesting the information from you or if you provide us with incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be liable for any damages suffered by you as a result of us providing the services late or not providing any part of them if this is caused by you not giving us the information we need.
- 5.4. Should work in relation to the services be suspended at or delayed through any fault of yours or through any change in the specification which you agreed by us, we shall be entitled to payment for work already carried out and materials specifically purchased in connection with the quotation for the services.
- 5.5. If the services are suspended or terminated on your instructions (or because of your lack of instructions), we shall be entitled to payment for work already carried out and materials specifically purchased in connection with the accepted quotation.

6. LIMITATION OF LIABILITY

- 6.1. Nothing in these conditions shall limit or exclude our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors or for fraud or fraudulent misrepresentation.



- 6.2. Subject to clause 6.1, we shall not under any circumstances whatever be liable for: a) your special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or b) your loss of profits, loss of business, depletion of goodwill or your loss of anticipated savings; and c) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, in connection with this agreement shall be limited to the price paid for the services.

7. TERMINATION

- 7.1. Either of us may terminate this contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this agreement and remains in default not less than 14 days after being notified in writing to do.
- 7.2. We may end the contract at any time if a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due, b) you do not, within 10 days of us requesting it, provide us with information that is necessary for us to provide the services, c) if you've asked us to provide the services at your site and you do not give us access to your site; or d) you, being an individual, become insolvent or die, or being a partnership, are dissolved or any of your partners become insolvent or die or 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. Termination of the contract by you for any reason other than as permitted in clause 7.1, may result in cancellation fees payable by you. If you terminate the contract by giving 28 days' written notice or more then you will receive a full refund of the price already paid to us. If you terminate the contract within 21 to 27 days' written notice then 50% of the price as stated in the quotation will be payable. If you terminate the contract within 20 days written notice or less then the full price will be payable or alternatively, a course substitution may be made for the same dates as originally booked.
- 7.4. We will not undertake any of your commercial operations as part of the services, whether that operation is billable or not by you to your client. We reserve the right to, in our sole discretion, postpone or terminate the services if such services are found to be part of a commercial operation which has not been declared by you. If such services are terminated in accordance with this clause then we reserve the right to terminate this agreement
- 7.5. **LANTRA ITA COURSES ONLY:** This course is available for experienced operators only. A declaration by each candidate must be submitted by either their employer or if self-employed by the individual in question. We reserve the right to dismiss the operator and to terminate the services if the operator does not have the appropriate experience level for the course. In the event of termination of the course for this reason, no payment for the services will be refunded and no credit will be offered.

8. OTHER IMPORTANT TERMS

- 8.1. **Assignment.** You may only transfer your rights and obligations under these terms to another person or entity with our prior written consent. We may transfer our rights and obligations under these terms to another organisation without your prior written consent and we will give you notice in writing if this happens.
- 8.2. **Third party rights.** This contract is between you and us. No other person shall have any rights to enforce any of the terms.
- 8.3. **Severance.** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs remain in full force and effect.
- 8.4. **No waiver.** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 8.5. **Governing law and jurisdiction.** These conditions, together with any quotation to which these conditions will apply, shall be governed by and construed in accordance with English Law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the conditions and/or quotation or their subject matter or formation.