A T NERAC LTD

 **STANDARD TERMS AND CONDITIONS FOR**

 **ASSESSMENT AND/OR TRAINING AND SERVICES**

**1. APPLICATIONS OF CONDITIONS**

1.1 The Supplier (ATN) shall supply and the Customer shall purchase the Service (assessment and/or training) in accordance with agreed schedules which are subject to these Conditions.

1.2 The Contract shall be to the exclusion of any other Terms and Conditions subject to which any such quotation is accepted or purported to be accepted of any such service is made or purported to be made by the Customer.

**2. DEFINITIONS AND INTERPRETATION**

2.1 In these Conditions:

**Business Day** - Means any day other than a Saturday, Sunday or bank holiday

**The Customer** – Means the person who accepts a quotation or offer of the supplier for the provision of the service (assessment and/or training), of whose order for the service (assessment and/or training) is accepted by the supplier.

**Commencement Date** – Means the commencement date for the assessment and/or training as set out in the agreed schedule/plan.

**The Contract** – Means the contract for the purchase and sale of the service (assessment and/or training) under these conditions

**These Conditions** – Means the standard terms and conditions of sale set out in this document

**The Assessment Date** – Means the date on which the service (assessment and/or training) are to be delivered as stipulated in the customer and accepted by the supplier.

**The Assessment and/or training** – Means the service (assessment and/or training) which the supplier is to supply in accordance with these conditions

**Month** – Means a calendar month

**The Service (assessment and/or training)** – Means the service (assessment and/or training) to be provided to the customer as set out in the agreed schedule/plan.

**The Supplier** – Means A T NERAC Ltd, (ATN) a company registered in England, or it’s representatives..

**Writing** – Includes any communications effected by electronic mail or any comparable means

2.2 Any reference in these conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time

2.3 The heading in these conditions are for convenience only and shall not affect their interpretation

**3. BASIS OF SALE AND SERVICE**

3.1 The supplier’s employees or agents are not authorised to make any representations concerning the Goods and Service (assessment and/or training) unless confirmed by the Supplier in writing.

3.2 No variations to the Conditions shall be binding unless agreed, in writing, between the authorised representatives of the Customer or the Supplier

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Assessment and/or training and Service are subject to alteration without notice.

3.4 Any typographical, clerical or other accidental errors of omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the supplier

3.5 The supplier may carry out credit checks on the customer, both prior to commencement of the service and throughout the service. Customers with an unsatisfactory credit history may be subject to a pre-payment schedule for services.

**4. THE ASSESSMENT AND/OR TRAINING**

4.1 No order, submitted by the Customer, shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier’s authorised representative.

4.2 The specification for the Assessment and/or training shall be those set out in the Supplier’s sales documentation unless varied expressly in the Customer’s order (if accepted by the Supplier). .

4.3 The Supplier reserves the right to make any changes in the specification of the Assessment and/or training which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Assessment and/or training are to be supplied to the Supplier’s specification, which do not materially affect their quality or performance.

4.4 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement, in writing, of the Supplier on the terms that the Customer shall indemnify the Supplier, in full, against all loss (including loss of profit) cost, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

**5. THE SERVICE (ASSESSMENT AND/OR TRAINING)**

5.1 With effect from the Commencement date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment provide the service (assessment and/or training) expressly identified in the quotation/schedule/accepted order or otherwise agreed under this agreement.

5.2 The Supplier will use reasonable care and skill to perform the service (assessment and/or training) identified in the quotation, schedule/plan unless otherwise agreed under this agreement.

5.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

**6. PRICE**

6.1 The price of the Assessment and/or training and Service (assessment and/or training) shall be the price listed in the quotation; schedule/plan current at the date of acceptance of the Customer’s order or such other price as may be agreed in writing by the Supplier and the Customer.

6.2 Where the Supplier has quoted a price for the Assessment and/or training other than in accordance with the Supplier’s published price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.

6.3 The Supplier reserves the right, at any time before or during delivery, to increase the price of the Assessment and/or training and Service to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, but not restricted to, any foreign exchange fluctuation currency regulations, alterations of duties, significant increase in the costs of labour materials or other costs of manufacture).

6.4 Any change in delivery dates for the Assessment and/or training and Service which are requested by the Customer, or any delay caused by any instructions of the Customer of failure of the Customer to give the Supplier adequate information or instructions. Scheduled visits cancelled with less than 48 hours notice may still be invoiced to the customer.

6.5 The Price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Assessment and/or training and Service, which the Customer shall be additionally liable to pay to the Supplier. Any costs for postage, bridge fees etc with be included in the customer invoice.

6.7 We understand and will exercise our statutory right to claim interest and compensation and debt recovery costs relating to Commercial Debts under the Late Payment legislation if we are not paid according to our payment terms

**7. TERMS OF PAYMENT**

7.1 All payments required to be made pursuant to this Agreement by either party shall be made **within 30 days** of the relevant invoice, **unless otherwise agreed with the Supplier in writing**. Any correspondence required to pursue payment of outstanding invoices **will be charged at £25 per letter.**

7.2 The time of payment shall be of the essence of these Terms and Conditions. If the Customer fails to make any payments on the due date in respect of the price or any other sum due under these Terms and Conditions, the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force form time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the Bank of England base rate from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

7.3 All payments shall be made to the Supplier as indicated on the invoice issued by the Supplier and all invoices must go through ATN.

7.4 No payments to be made direct to the Assessor, without the clear and written agreement of ATN. Any payments made directly to an assessor/IV will result in the immediate withdrawal of assessment/training services.

7.5 Should all outstanding invoices remain unpaid for a further 7 days after the 30 days, we will suspend all assessment and verification services and your Assessor will be notified to this effect. Any invoice outstanding beyond this period will be referred to debt collection agency and will be subject to a surcharge of 18.3%, plus VAT, to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. Once a debit is transferred, the Supplier is unable to retrieve this or engage in any communication with the Customer. Any candidate/company incurring bad debts will be required to pay up front before any further assessment takes place.

7.6 In the case of non-payment of the fees, no further assessment visits will be arranged until the account is brought back up to date.

7.7 Certificates claims will be not implemented until customers’ account is up-to-date and paid in full.

**8. REGISTRATION, DELIVERY AND PERFORMANCE**

8.1 The candidate is entirely responsible for ensuring they are **registered for the correct award** at the onset. Any costs for changes, after registration has been confirmed, will be passed onto the candidate.

8.2 Delivery of the Assessment and/or training shall be made by the Supplier delivering the Assessment and/or training to the place in the United Kingdom specified in the quotation, schedule or accepted order.

8.3 The agreed Date and Time for assessment and/or training is by mutual agreement and will be agreed by the Supplier in writing.

8.4 If the Customer cancels the agreed date with less than 48 hours notice, the visit will still be invoiced. If the Customer is not at the agreed location at the date and time arranged, without good reason, the visit will still be invoiced.

8.5 The candidate has the option to change assessor, without reason, should they wish, by informing centre of their decision.

8.6 All **WAMITAB and Centre registrations are for 24 months only**. If the candidate cannot complete within this timescale, they will be required to register for a new award and incur extras costs.

8.7 The Supplier has no responsibility for the Customer holding the correct Site Permits and/or Planning for the award being taken.. This is entirely the responsibility of the Customer/Company.

**9 RETENTION OF TITLE**

9.1 Any relevant documentation/certification remains the property of the Supplier and shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full, of the full price of the Assessment and/or training/verification.

9.2 Unless the Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors.

**10. CUSTOMER’S DEFAULT**

10.1 If the Customer fails to make any payment on the due date, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

10.1.1 Cancel or suspend any further deliveries of Assessment and/or training and Service to the Customer.

10.1.2 **Charge a set fee of £25 for each letter required to pursue overdue payments.**

10.2 Unless the Customer becomes subject to an administration order of makes any voluntary arrangements with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation: or

10.2.1 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer.

**11. COMMUNICATIONS**

11.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by post or sent by electronic mail.

11.1.1 (in the case of the communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier, or

11.1.2 Any changes (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any case) to any address of the Customer set out in any document which forms part of the Contract or such other address, must be notified to the Supplier by the Customer.

11.2 Communications shall be deemed to have been received;

* + 1. If sent by pre-paid first class post, two Business days after posting (exclusive of the day of posting): or
		2. If delivered by hand, on the day of delivery: or
		3. If sent by electronic mail on a Business day prior to 4.00pm, at the time of transmission and otherwise on the next Business day.

**12. FORCE MAJEURE**

12.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control, including but not limited to, war, national emergency, floor, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take reasonable steps to resume performance of its obligations.

**13. WAIVER**

13.1 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same of any other provision.

**14. SEVERANCE**

14.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

**15. THIRD PARTY RIGHTS**

15.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**16. GOVERNING LAW AND JURISDICTION**

16.1 These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

**17. COMPANY/CANDIDATE RESPONSIBILITIES**

17.1 It is the full responsibility of the company and/or candidate to ensure that the award code is correct (see 8.7) at the time of registration. Any changes required after registration will be at a cost to the company/candidate and not the Centre.

17.2 The company/candidate has full responsibility for informing the Centre and any Awarding body of any change of address or circumstances. Failure to do so may result in certificates not being received.

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| Signed Company Representative: |
| Print Name: |
| Date: |