

## Definitions:

In these conditions the following words shall have the following meanings :-

### “Company” refers to:

Adapt (UK) Training Services Limited whose registered office is Unit 80 North Mersey Business Centre, Woodward Rd, Knowsley Ind Park, Liverpool, L33 7UY whose company registration number is 06523935 and is registered in England & Wales.

### “Customer” / “Customers” refers to:

the person, firm, client or business with whom the Company contracts

### “Service” refers to:

the goods, articles or things or services which are subject matter of The customer order or contract.

1. The Company may offer free advice on any Service it can provide. The Service the Company provides may not always be suitable for each Customers business or relevant to the Customers business activities. Because the Company has no full understanding of the Customers business activities, it is the sole responsibility of the Customer to ensure that any Service provided by the Company is suitable and relevant to the needs of the Customer’s business activities. Any unusual requests of suitability or specific terms of Service must be stated on the Customers official purchase order or in writing.
2. Once the Customer is satisfied that the Company can provide a required Service, the Customer must either settle the cost of the Service before the Service is carried out by means of cash, BACS payment, card payment (via PAYPAL) or cheque (a Pro-forma invoice can be issued upon request) or complete the Company account opening procedure and issue the Company with a valid purchase order (please refer to schedule 3 of this document). The purchase order must be either faxed to fax number 08708 555 646 or sent securely to email address [info@adapt-training.co.uk](mailto:info@adapt-training.co.uk) . Only on receipt of an official valid purchase order can the Company confirm the Service and a date of Service.
3. The Customers official purchase order must clearly state the expected date of delivery of the Service, the value of the Service (excluding VAT), the full delivery address for the Service, a contact name and contact number of a person on the day of Service, and any site specific instructions we may need to know prior to delivering a Service at your delivery address.
4. Upon receipt of payment or purchase order for the provision of the service, the company will acknowledge the delivery address where the service will take place (this may be given in written, mobile text, email or verbal format). Our permanent registered address is Unit 80 North Mersey Business Park, Woodward Rd, Knowsley Industrial Park, Liverpool, L33 7UY.
5. The Company reserve the right to postpone, re-organise or cancel any contract of Service which is delivered at the service premises if in any way that contract of Service is found to be of non-profit for the Company (usually due to in-sufficient numbers on training courses).
6. The Company reserve the right to postpone, re-organise or cancel any contract of Service if in any way the Company is affected by third parties whom are involved with the Service directly or in-directly.
7. The Company reserve the right to omit any person involved directly or in-directly with that Service if that person has not co-operated or satisfied their duty stated in the Health and Safety at Work Act 1974 (Sections 2, 7 & 8) or other relevant legislation or site specific rules.
8. Once the Company has acknowledged the Customers order or contract, the Company will make the Customer aware of all relevant course joining instructions / requirements of the course. Please read these instructions / requirements carefully. Upon delivery of Service the Company may request to see valid documentation associated with the Customers requested Service along with proof that the Customer can provide the requirements for the Service. If the Customer cannot provide the requirements for the Service, then the Company reserves the right to cancel the Service which will result in the Customer being issued an invoice for the full total of the agreed Service (subject to schedule 10 of this document).
9. If the Customer requires any change in the agreed Service, the Customer must state the requested changes clearly in the form of an email, fax or written letter. Verbal changes will not be accepted.
10. If the Customer needs to cancel the contract of Service then the Company must be informed at least 10 working days before the commencement of Service. Cancellation must be made in the same manner the service was requested. Any cancellation notification made within the period of 10 working days will be subject to a full invoice charge. Any cancellation made outside the 10 working days notice will be subject to a minimum admin charge of £75+VAT. Any settled payments that the company is in receipt of will be refunded in the manner they were received.
11. Where an account is active, the Company will issue an invoice on a monthly basis for any completed Service. Where the Customer account with the Company exceeds a limit of £2000.00, the Company will issue an invoice for part Service.
12. The Company insist that all invoices issued to Customers be settled within a period of 30 days of the tax date stated on the invoice. Failure to settle your account within this period may result in an additional late charge fee of 5% invoice value, this will be accrued on a monthly basis from the tax date of the issued invoice. If the Customer requires any special requests regarding payments to the Company, then the request can be forwarded to fax number 08708 555 646 or email address [info@adapt-training.co.uk](mailto:info@adapt-training.co.uk). All requests will be reviewed by the Company accounts department and confirmation will be sent of acceptance or if it has been declined.
13. All queries on any invoice should be directed to fax number 08708 555 646 or sent to email address [info@adapt-training.co.uk](mailto:info@adapt-training.co.uk).
14. All payments should be made by either cheque, made payable to ‘Adapt (UK) Training Services Limited’ or by BACS, details of which are detailed on your invoice.
15. Any remittance advice should be sent to fax number 08708 555 646 or email address [info@adapt-training.co.uk](mailto:info@adapt-training.co.uk).
16. The Company reserves the right to not disclose any certificates, ID cards, awards to our customer until full settlement of account.
17. Any complaints with regards to the service provided should be made in writing to our ‘Customer Complaints Department’ and forwarded to our registered address as per footer.