

## BOOKING CONDITIONS

By accepting the place / places you have booked for assessment or training courses you are deemed to have accepted the booking conditions listed below.

1. These Terms constitute the entire agreement and understanding between the parties and supersedes all prior agreements and understandings in relation to **Wilbar Associates** assessment and training courses.
2. The cost of the various courses and programmes is given on the current schedule of fees. VAT at the prevailing rate is payable where displayed on the invoice or payment request.
3. An application to join a course or programme, which is accepted by **Wilbar Associates** subject to these conditions, forms a binding contract between you and **Wilbar Associates** in respect of the full course and the full fee.
4. Training and assessments are held at either The Yard, Guildford Road, Bucks Green, Rudgwick RH12 3JJ or Works Depot, Lywood Common, Lindfield Road, Ardingly RH17 6SW unless otherwise advised. Joining instructions including venue location are advised at time of booking for the event.
5. Any bookings made by an individual not holding a Company credit account will require immediate payment via credit card or BACS transfer upon booking. Payment is made on the understanding of the conditions below.

### CANCELLATION SCHEDULE

Within no. of days of course	company account	Paid on booking
5 DAYS	100% Unless space is filled	non-refundable
6 to 20 DAYS	50% - less certificate and card fees or £45.00 + VAT rebooking fee	non-refundable
21 days or more	No charge	Credit note

6. Any rebooking made cannot be subsequently cancelled without incurring the cancellation fee associated with the original booking.

7. If a candidate does not complete the course the full fee will be charged. No substitution of candidates can be accepted once the course has commenced. **All goods and services remain the property of Wilbar Associates until paid for in full.**
8. We reserve the right to refuse admission. Furthermore, we understand and will exercise our statutory right to interest and compensation for debt recovery costs under legislation if we are not paid according to the above terms.
9. **Wilbar Associates** reserves the right to reschedule training courses and assessment programmes if necessary. Should we have to cancel, then an alternative date will be offered or a full refund will be made. However, **Wilbar Associates** will accept no responsibility for any abortive travel, loss of work or accommodation costs. Where the numbers enrolling on a specific course or programme are too few to make it viable **Wilbar Associates** reserves the right to reschedule to an alternative date.
10. Travel, accommodation & Insurances, (such as Personal Accident Cover) are NOT included and are excluded from the price of any training/assessment programme or course.
11. By Sending a candidate for assessment/ training the employer/organization sending the candidate confirms that the candidate is physically able to participate and does so in accordance with Regulation 9 of PUWER 1998 stated below.  
Further, the employer/organisation sending the candidate for the training/assessment accepts responsibility for any injury caused or sustained by the candidate. **Wilbar Associates** will not be held responsible under any circumstances for any injury sustained.

**EXTRACTED FROM PUWER REGULATION 1998**

***Training***

***9.-(1) Every employer shall ensure that all persons who use work equipment have received adequate training for purposes of health and safety, including training in the methods which may be adopted when using the work equipment, any risks which such use may entail and precautions to be taken.***

***(2) Every employer shall ensure that any of his employee who supervises or manages the use of work equipment has received adequate training for purposes of health and safety, including training in the methods, which may be adopted when using the work equipment, any risks that such use may entail and precautions to be taken.***

NOTE: Streetworks, NPORS, Lantra assessments and all other courses that use plant, require the use of plant/equipment. Employers sending candidates for assessments must comply with PUWER 1998 regulations.

12. If the candidate attending the course requires any reasonable adjustments, this must be discussed with head office at Wilbar Associates at least 5 working days prior to the course date so that provisions can be made if applicable.
13. Undertaking certain assessments / training requires an amount of physical activity, therefore it is for the candidate to satisfy themselves that they are sufficiently fit and agile to carry out the task (see also point 9). **Any plant / equipment supplied by the candidate, their employer or Wilbar Associates is used entirely at the candidates own risk.**
14. Handouts will be provided for courses and assessment programmes where appropriate.
15. Candidates will be inducted with the following procedures at commencement:
  - A. Health & Safety Policy
  - B. Equipment is used entirely at the candidates' OWN RISK
  - C. Candidate Regulations

These are available in advance of induction on written request.  
The rules on misconduct will be rigorously enforced, and infringement may result in termination of the course or assessment programme without refund of fees.
16. There can be no guarantee of success in obtaining the qualifications you seek. Success is totally dependent on your abilities and the work undertaken. **Wilbar Associates** can accept no responsibility, nor will there be any refund of fees, in the event that a candidate fails a course or assessment.
17. WILBAR ASSOCIATES LIMITED will accept no liability for any losses incurred in the event of any changes in Government legislation or policy, or any changes resulting from decisions by Awarding Bodies or the Qualification Authority.
18. All certificates and cards are sent by Royal Mail delivery. We do not charge for delivery, however, we cannot be held responsible for mailed items once they have left our possession. If you fail to receive an item due to non-delivery by Royal Mail, you will be charged for the cost of duplicate certificates or cards.
19. Wilbar Associates Limited has a zero-tolerance policy towards aggressive and threatening behavior, any candidates displaying such behavior will be asked to leave and if applicable their employer and/or the police will be informed.