

Terms and Conditions

The following terms and conditions, clauses 1 to 12 inclusive, apply to any agreement made between the Safety Association of Federated Employer (SAFE) (The Company) and the other party to such agreement (The Client).

1. **General** – all orders are accepted and supplied subject to the following express terms and conditions and all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. No addition thereto or variations there from or waiver thereof shall be binding unless agreed in writing by the authorised representatives of the Company and the Client.
2. **Orders** – the Company reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend the training or consultancy services of the Company in the event of any of the Client's obligations to the Company not being met when due. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled for any reason by the Client then the Client shall indemnify the company against all loss, costs (including the cost of all the labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation thereof.
3. **Extra Cost** – in the event of any suspension of work through the Client's instructions, the price given shall be increased to cover any extra expense thereby incurred by the Company.
4. **Payment** – sales determined by agreement to be that of the Training Services shall be payable 30 days from the date of the invoice. Sales for training services shall be payable prior to the commencement of the first day of the training programme. Payments for late registration, this is to say registrations received 7 days or less prior to the commencement of a course shall be payable within 7 days from the date of the invoice.
5. **Contingencies** – the Company shall not be responsible or non-performance or delay in whole or in part of its obligations nor under an liability to the Client in respect thereof if such non-performance or delay in performance is due to Acts of God, war sabotage, civil disturbance, insurrection, government regulation, embargoes, strikes, labour disputes, illness, flood, fire tempest, accident or any other course beyond the control of the Company.
6. **Financial condition** – if in the Company's judgement, the Client's financial condition does not justify the terms of payment specified, the company may cancel any unfulfilled orders unless the client shall upon written notice, immediately pay for any services provided or shall pay in advance for all services requested and unfulfilled or both at the company's option.
7. **Legal Constriction** – these conditions and the contract of which this document forms part shall in all respects be construed and operate in accordance with Scots Law.
8. **Cancellations** – by the client for confirmed training which shall include receipt by the company of a signed delegate registration form shall incur the following penalties and shall be payable under type terms at 4 above. 50% of the total between 29 days and 15 days prior to the commencement of the intended service. 100% of the total charges if cancellation is received 14 days or less prior to the commencement of the intended course. Attendance by a Delegate at one or more days of training course provided by the company shall constitute full attendance and course fees shall be payable in full and in accordance with 4 above.
9. **Tutor and Consultants** – the company shall reserve the right to utilise teaching and consultancy staff in a manner best considered by the company to suit the requirement of the client.
10. **Prices and quotations** – any order resulting from a quotation will be subject to these conditions. Any variations of these conditions in any document of the client are inapplicable unless accepted in writing by the company. The company shall reserve the right to make alterations to prices quoted in any publicity or price list prior to the acceptance of any order.
11. **Confidentiality** – the client shall not at any time disclose any confidential information or knowledge or other information relating to the services provided or company and shall on demand return any papers relating to the same to the company. The client shall agree not to approach or secure the services of any member of the permanent or sub-contracted staff of the company without the knowledge and approval of a director of the company, for the duration of any agreement with the company and for a period of not less than 12 months after completion of the agreement.
12. **Any books** – course notes and other training material provided by the company shall remain the property of the company until payments relating to such goods are received in full.