

Terms of Business – G&L Consultancy Limited
(Training / Face Fit Testing / NVQ)

DEFINITIONS

We, us, or our is a reference to G&L Consultancy Limited, Unit 5a Castle Road, Chelston Business Park, Wellington, Somerset, TA21 9JQ, registered under company number 03687929.

You or your is a reference to the individual, company or organisation paying for the Services under the terms of the Contract.

“Contract”

Contract means the agreement for the provision of Services made between the Client and G&L, subject to these Terms, pursuant to our Quotation.

“Property”

Means buildings, land or materials owned by the Client and relevant to the provision of Services.

“Quotation”

Means our quote to you for the provision of Services.

“Service Level Agreement”

Means an agreement covering the provision of services over a period of time across various sites.

“Services”

Means the Services to be provided by G&L under the Contract

“Terms”

Means the standard terms and conditions of sale as set out in this document, as well as any special conditions expressly agreed in writing between a Director or authorised employee or representative of G&L and the Client.

1. Terms of payment

- 1.1. Invoices must be settled at least 10 days prior to the commencement of a training course, or by the due date stated on the invoice for all other services. Any amendments to these payment terms must be agreed in writing in advance.
- 1.2. We reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 if our invoice is not paid according to our payment terms set out in 1.1.
- 1.3. We reserve the right to charge the Client the costs of recovery of any outstanding amount, including legal costs and disbursements.
- 1.4. Any bank charges associated with international payments must be settled by the Client.

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- 1.5. Any discounts to be applied to our invoice (including MCD) must be agreed in writing prior to commencement of work.
- 1.6. The Company reserves the right to withhold the Clients' certificates until payment is made in full, including any late payment interest due and liquidated damages, if deemed necessary.
- 1.7. Receipts for payment will only be issued upon request.

2. Provision of Services under the Contract

- 2.1. Quantitative respirator face fit testing will be carried out using the TSI Portacount unit in accordance with HSE Guidance INDG479 and Guidance Note HSG53. Qualitative respirator face fit testing will be carried out using the Biterex method in accordance with HSE Guidance INDG479 and Guidance Note HSG53.
- 2.2. Training and NVQ audits are carried out according to all relevant guidance and regulations in place at the time.
- 2.3. Fit2Fit accreditation is held by certain individuals employed by G&L Consultancy. This accreditation is person-specific rather than organisation-specific, so if Fit2Fit accreditation is required, this must be agreed in advance so Fit2Fit qualified personnel can carry out the testing.
- 2.4. We aim to obtain a satisfactory fit test result on all candidates and will attempt up to three separate fit tests (on the same or different masks) on each person before declaring a failed result. After three tests, additional charges will apply for further tests and / or alternative masks.
- 2.5. If there are multiple fit test failures, an additional visit may be required to complete all the initial fit tests booked. If booked on a day rate basis, additional charges will then apply.
- 2.6. Whenever the Company provides courses on behalf of external organisations and examination bodies, the Company acts as an agent only and the Client will be subject to their Terms and Conditions, particularly in respect of course syllabi, examinations, assessments and certification. The Company has no control over the decisions of external bodies and is unable to make decisions or rulings affecting them.
- 2.7. The Company will issue all training cards and certificates within five working days of the completion of the training course unless an alternative turnaround is requested in advance of the course. In the event of a delay in producing cards and certificates, a letter can be provided to confirm a candidate's attendance on the course.
- 2.8. Replacement training certificates and / or identification cards produced within twelve months of the course date will be charged to the Client at £10 + VAT to cover administration costs. This cost will be applied for lost certificates as well as amendments that are required due to any inaccurate information provided by the Client or its delegate.

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- 2.9. All bookings are accepted subject to the condition precedent that the minimum number of candidates required for the training course to proceed is enrolled at least seven days before the course commencement date. In the event that the minimum number of candidates are not enrolled, the client may be offered either an alternative course or a full refund of any fees paid.
- 2.10. The Company reserves the right to substitute tutors without prior notification, wherever required, i.e., in the case of illness and/or in order to maintain its obligations under these terms and conditions.
- 2.11. Postponement of training will be allowed at the discretion of the Company. The Company agrees to hold its price at the original amount quoted for a period of three months from the date of the original booking, except where external costs have increased, i.e. increased cost of air fares, etc. In any event, postponed courses must be rearranged and the training delivered within six months of the original booked training dates.

3. Your obligations

- 3.1. You agree to;
 - 3.1.1. Ensure candidates arrive for training, face fitting, NVQ's on time and conduct themselves in an appropriate manner. Any disruptive or abusive behaviour will not be tolerated.
 - 3.1.2. Ensure face fit candidates are clean-shaven in the face seal area.
 - 3.1.3. Ensure face fit candidates have not smoked or vaped for at least one hour before the test.
 - 3.1.4. Ensure face fit candidates have not had anything to eat or drink (except water) for at least half an hour before the test.
 - 3.1.5. Ensure face fit candidates have with them any additional head-mounted PPE for the testing, such as ear defenders, hard hat or eye protection.
 - 3.1.6. Inform us in advance of the mask make and model number, if you require testing on your own mask. The mask must be fitted with a new, clean filter.
 - 3.1.7. Inform us in advance if any candidates have health issues or disabilities that may prevent them from completing the face fit testing or participating in any physical elements of a test. Candidates must be able to step up and down on a step, bend at the waist and move / twist at the hip and neck throughout the duration of a face fit test, approximately 15 minutes.
 - 3.1.8. Inform us in advance if any of the candidates attending a course, including lunch, have any allergies or dietary requirements. This must be communicated to us prior to attending any full-day training courses.

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- 3.1.9. Provide a clean, dust-free room if fit testing is required at your site. This must be ideally less than 50m² with at least one 240-volt power socket. If a fit test visit has to be aborted due to inadequate facilities available, the minimum charge will still be applied.
- 3.1.10. Provide a clean, suitably sized room if training is required at your site. This must have a plain wall, a TV or projector and a screen to show the course content and at least one 240-volt power socket. If training has to be aborted due to inadequate facilities available, the minimum charge will still be applied.
- 3.2 Beyond its statutory legal liabilities, the Company will not be held responsible for any death, injury or incapacity to any course delegate as a consequence of the delegate not being fit or able to participate in the course or associated activities.
- 3.3 The Company are not in a position to supervise work undertaken by individuals after participation in a training course, and the Company will not be held liable for any breach of statutory regulations, HSE guidance notes or Approved Codes of Practice on the part of its Client or their employees.

4. Assignments and sub-contracting

- 4.1. We will perform the Services using our own employees wherever possible, but reserve the right to delegate some or all of the Services to sub-contractors where necessary. You will always be informed in advance prior to any work being sub-contracted.
- 4.2. Where 4.1 applies, we continue to be responsible to you for the provision of Services and our responsibilities under the Contract.
- 4.3. If you are taking a final BOHS exam at the end of our training course, the exam fee will be quoted separately and detailed separately on the invoice. G&L acts as an agent for exam fees and will take receipt of the payment from the Client and pass it directly on to BOHS without the addition of VAT. The exam is then provided for the client at the end of the course and returned to BOHS for evaluation. Results and certificates are provided to the Client direct from BOHS. BOHS re-sit exams will be subject to a £50 administration fee. Hire of a microscope for P403 will be charged at £50 + VAT.

5. Events outside our control

- 5.1. There are certain circumstances in which events are not within our reasonable control. These situations may prevent or limit the extent to which we are able to carry out the Services.
- 5.2. We shall not be liable for losses incurred by you by reason of any delay or failure to carry out the testing or training, in whole or in part, if the delay or failure was due to any cause beyond our reasonable control.

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- 5.3. No responsibility is taken for respirators / disposable masks supplied by us that are later found to be defective in any way. When new masks are supplied by G&L, it is the wearer's responsibility to carry out an initial mask inspection and a face seal check prior to use to confirm the equipment is fit for purpose. Where a defective mask is identified before use, it can be returned to G&L in its original packaging, and a full refund or replacement will be provided.
- 5.4. If the Services cannot be carried out in full or in part as a result of your failure to properly prepare yourself or the candidates, as detailed in section 3, you shall be liable to us for our full fees under the Contract. The Company reserves the right to abort any course at its discretion or refuse entry to any delegate where it is determined that the trainee/s clearly fail to meet the standards required for the level of training to be undertaken in terms of knowledge, ability and basic understanding of the subject matter. In these circumstances, the aborted course will be treated as cancelled by the Client, and cancellation charges will apply
- 5.5. The Company reserves the right to remove any delegate from its courses at its own discretion for reasons of foul, abusive, disruptive language or behaviour, for any other activity, or for reasons of health and safety, deemed as inappropriate or unsafe. In such cases, the individual(s) and their employer will be informed and the situation will be treated as a booking that has been cancelled by the client. Cancellation charges will apply.
- 5.6. The Company reserves the right, in exceptional circumstances, to abort any In-House training course where the client has clearly failed to provide suitable facilities for the training to be undertaken. This can relate to either / and / or the non-supply of a room in which the training course can be held, the size of room being completely unsuitable for the number of personnel to be trained; unhygienic conditions in the room to be used for training purposes; and the non-supply of basic facilities to meet normal health and safety requirements. This condition may also apply where the client has not/is not willing to supply previously requested equipment necessary for the training to proceed or supply reasonable refreshments where requested. In such cases the Client will be informed, and the situation will be treated as a booking that has been cancelled by the Client. Cancellations charges will apply.

6. Results and accuracy

- 6.1. The content of all training courses is reviewed regularly against current guidance to ensure it remains up to date.
- 6.2. The fit test is accurate on the day of testing based on the correct fitting of the respirator and the status of the candidate. No responsibility is taken for respirators that subsequently do not fit due to a change in conditions or poor donning procedures.

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7. Limitation of Liability

- 7.1. We shall arrange and keep in effect professional liability insurance, and a copy of this shall be made available to you on request.
- 7.2. Our liability for any breach of contract and/or negligence in the provision of Services shall be limited to the additional and reasonable remediation costs that you incur as a consequence of our error or omission.
- 7.3. You agree that the limitation of liability set out in 7.2 is fair and reasonable.
- 7.4. We do not accept liability for any indirect or consequential damages related to or in connection with this Contract and the provision of Services.
- 7.5. We do not accept liability for damage or loss of any possessions that are brought to the training centre and left unattended or left behind.
- 7.6. You are under a duty to mitigate any losses howsoever caused.

8. Confidentiality and intellectual property

- 8.1. All work carried out is subject to strict client confidentiality. Fit test reports, ID cards and training certificates will not be disclosed to any third party unless specifically requested by you or required by law. Copies of certificates will be provided to individuals, on request, if no longer employed by the organisation who booked the course.
- 8.2. Photographs taken for the purposes of identification cards and certificates will be stored for future reference but will not be used for any other purpose, unless specific permission has been granted. If you have any objections to photographs being taken, please inform us in writing prior to the Services being carried out.

9. Integrity and impartiality

- 9.1. Where any member of staff is coerced, threatened or cajoled towards amending test results and / or certificates, we reserve the right to terminate the contract with immediate effect and invoice the Client for all work completed to that point.

10. Termination of Contract

- 10.1. For fixed-term contracts, unless otherwise agreed in the Quotation, you may terminate the contract at any time by giving us at least six weeks' notice in writing.
- 10.2. We will be entitled to terminate the Contract immediately in the event that:
 - 10.2.1. You become bankrupt or insolvent
 - 10.2.2. You have breached the contract and failed to remedy such breaches after 30 days' notice in writing of such breach(es)
 - 10.2.3. Performance of the Services has been suspended for reasons beyond the control of either party for more than 28 days; or

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- 10.2.4. You fail to give clear and comprehensive instructions, within 14 days of our request for the same, or you give instructions that conflict with recognised industry standards of professional conduct.

11. Cancellation

- 11.1. We reserve the right to charge cancellation fees on **Training Courses** as follows:
 - 11.1.1. Cancellations prior to five working days of the course start date, no charge, subject to clause 11.4 below.
 - 11.1.2. Cancellation within five working days, 25% of the course fees will apply.
 - 11.1.3. Cancellations within 48 hours prior to the course start date, a 50% course fee will apply.
 - 11.1.4. Cancellations on the day, or non-attendance with no previous warning, full charges will apply.
- 11.2. We reserve the right to charge cancellation fees on **Face Fit Testing** as follows:
 - 11.2.1. Cancellations prior to 24 hours of the test date, no charge, subject to clause 11.4 below.
 - 11.2.2. Cancellation within 24 hours of the test date, 50% of the test fee will apply.
 - 11.2.3. Cancellations on the day, or non-attendance with no previous warning, full charges will apply (for day one of testing, if booked for multiple days)
- 11.3. We reserve the right to charge cancellation fees on **NVQ Courses** as follows:
 - 11.3.1. Cancellations prior to 24 hours of the audit date, no charge (excluding processing fees), see clause 11.4 below.
 - 11.3.2. Cancellation within 24 hours of the audit date, 50% of the audit fee will apply.
 - 11.3.3. Cancellations on the day, or non-attendance with no previous warning, full charges will apply.
- 11.4. If payment has been made in advance and incurred a processing fee, refunds will be subject to a deduction of the payment processing fee (1.5% + 20p for standard EU cards and 2.5% + 20p for non-EU cards) to cover processing charges. Refunds processed due to G&L cancellations will not be subject to processing fees.
- 11.5. If a course is cancelled at short notice by G&L due to unexpected illness of tutor, extreme weather conditions, transport breakdown or delays or acts of God, the course will be rescheduled as soon as possible. In this event no responsibility will be taken for any costs incurred by the client.

12. Complaints procedure

- 12.1. All complaints must be submitted in writing to the Quality Manager. All complaints will be fully investigated in line with our internal quality procedures.

13. Severance

- 13.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 13.2. If any provision or part-provision of this agreement is deemed deleted under Clause 13.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Dispute resolution

- 14.1. In the event of any dispute of whatever nature arising out of any aspect of this contract, the parties will endeavour to resolve the dispute in good faith by means of mediation, expert determination or such other recognised alternative dispute resolution (ADR) process as they shall agree is appropriate.

15. Governing Law and Jurisdiction

- 15.1. Subject to 15.3, this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.2. Subject to 15.4, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 15.3. For services provided in Northern Ireland or Southern Ireland, this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.
- 15.4. For services provided in Northern Ireland or Southern Ireland, each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.