

# national flood school

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## Course Booking Terms & Conditions

### 1. Definitions

- 1.1 "Buyer" means the person who agrees to buy a course from the Seller
- 1.2 "Attendee" means the person who agrees to attend a course ran by the Seller.
- 1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.4 "Course" means the training which the Buyer agrees to buy from the Seller
- 1.5 "Commencement Date" means the date specified by the Seller when the course is to begin.
- 1.6 "Course Fee" means the price for the course excluding VAT.
- 1.7 "Examination Fee" means the fee charged to sit an examination.
- 1.8 "Course Literature" means all manuals, leaflets and handouts associated with a course.
- 1.9 "Seller" means National Flood School

### 2 Conditions Applicable

- 2.1 All orders for a Course shall be deemed to be an offer by the Buyer to purchase a Course pursuant to these Conditions.
- 2.2 Booking of a Course shall be deemed conclusive evidence of the Buyers acceptance of these conditions.

### 3 The Fee, Payment and Cancellations

- 3.1 The Course Fee shall be the Seller's quoted price or the price prevailing at the time of the order. The Course Fee is exclusive of VAT, which shall be due at the rate prevailing on the date of the Seller's invoice.
- 3.2 Payment of the Course Fee and VAT shall be due before the Commencement Date unless otherwise agreed.
- 3.3 Course Fee includes charge of Course Literature and distribution. All course manuals are copyright.
- 3.4 Examination Fees are in addition to the Course Fees. Examination fees are payable at the time that the examination is taken. All IICRC subsequent annual subscriptions / applications must be made directly to the IICRC. If it is the first time that the Attendee has taken an examination with the IICRC then this Examination Fee is **£40**. If the Attendee has taken an IICRC examination before and is applying for a re-take of that same exam the fee is **£20**. A separate fee of **£100** is applicable for the AMRT examination. If the Attendee has an assigned IICRC registration number then they must write this in the correct area of the booking form. Alternatively, the Seller can invoice the appropriate amount plus an administration fee.
- 3.5 Only one offer can be used in conjunction with each booking.
- 3.6 All cheques for Course Fees must be crossed Account Payee and made payable to National Flood School.
- 3.7 Any payments made by credit card are subject to a 2% surcharge
- 3.8 The full Course Fee will be lost on cancellations received on the day of the course. If a cancellation is received 7 working days prior to the event then 50% of the fee will be refunded. If a substitute participant is found then a transfer of the place can be made at no additional cost. If you wish to transfer your booking to an alternative date there will be an administrative charge of £25 plus VAT.

### 4 The Course

- 4.1 It is at the Sellers discretion to cancel, change dates, times and location up to 7 days before the Commencement Date of any Course. In such circumstances where Attendees cannot accommodate new arrangements a full refund shall be given.

### 5 Severances

- 5.1 If any provision of this contract is held by any competent authority to be invalid or un-enforceable in whole or in part the validity of the other provisions of this contract and the remainder of the provisions in question shall not be affected thereby.

### 6 English Law

- 6.1 These Terms and Conditions are subject to the law of England and Wales and all disputes arising out of this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

- 7 For the avoidance of doubt nothing in these Terms and Conditions shall confer on any third party any benefit or the right to enforce any term of this Agreement.

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