

Terms and Conditions of Booking

These Terms and Conditions of business for the supply of training by Top Height Training Ltd are deemed to be accepted by the Client upon the booking of services supplied by Top Height Training Ltd.

1. Where Top Height Training Ltd arranges for an instructor to deliver services on the Client's premises, it is the Client's responsibility to ensure that they are protected by adequate insurance against employer's liability and third party risks arising during or related to the supply of training requirements of the Client.
2. Where Top Height Training Ltd arranges for an instructor to deliver training on the Client's premises, it is the Client's responsibility to ensure that they have the facilities available as specified on the 'on site training form' which is issued as part of the booking form. Where a PASMA course is booked, Top Height Training ideally need an indoor area 6 metres high to erect the tower. If this is not available, this part of the training can be carried out outside. However, if the weather conditions mean that the training must be abandoned, then Top Height Training Ltd reserves the right to charge the Client as per the booking form for the whole duration of the course. Should the Client wish to continue the training on another day, Top Height Training reserves the right to charge for the extra time. The instructor's word is final.
3. Top Height Training Ltd reserves the right to sub-contract the provision of training to its associates.
4. Top Height Training Ltd reserve the right to prevent delegates from attending a course, or to expel them from a course if their behaviour is deemed as inappropriate. The instructor's word is final.
5. Top Height Training Ltd must be informed in writing of any medical condition which may affect them or others (e.g. epilepsy, diabetes). Top Height Training Ltd will keep such information in confidence. In addition for courses which involve physical activity, it is the responsibility of each trainee to take appropriate medical advice that they are fit to take part.
6. All delegates must have be able to understand spoken and written English in order to understand a course, as well as the safety instructions on equipment (not just in the training environment but also in the work environment). If a delegate does not meet this requirement, Top Height Training Ltd reserves the right to not train the delegate and charge as per the booking form. The instructor's word is final.
7. The Client will accept full responsibility for all statutory requirements placed upon a Client by the relevant governing bodies and the Acts including the maintenance and safety of vehicles, plant, lifting equipment, protective clothing and all applicable insurances including any loss, injury or damage sustained during the course or training, or arising out of neglect and/or breach of statutory duty by the Client or any other way.
8. It is the Client's responsibility to ensure that the training facilities, equipment and conditions are appropriate to the training provision as indicated on the appropriate 'onsite booking form.' Top Height Training Ltd and/or designated company representatives reserves the right to abandon/discontinue or rearrange the provision of training where such circumstances prevail that would affect the quality of the training provided. This includes te provision of faulty equipment and plant without relevant test certificates. In the event of cancellations/re-organisation, the Client is responsible for the costs incurred.
9. All fees quoted are exclusive of VAT. All fees are payable at least three days before the course is due to run. Clients may request credit but this will only be granted after a satisfactory credit check, and all invoices must be paid within 30 days of the invoice date and shall thereafter be subject to the provisions fo the Commercial Debts (Late Payment of Invoices) Regulations 1998. No certificates or course reports will be issued until payment has been received in full.
10. All joining instructions will be forwarded following receipt of a correctly completed and signed booking form and payment.
11. Top Height Training Ltd reserves the right to make changes to programs, training, dates, venues and fees at any time as necessary. Top Height Training Ltd will endeavor to provide a specific trainer for part or all the period of the course but this cannot be guaranteed whether for all or part of the period of the course.
12. Top Height Training Ltd accepts no liability for loss where caused by its own negligence. Such loss shall be limited to the contract value and Top Height Training Ltd will not be liable for further or consequential loss caused.
13. Where a firm booking is subsequently cancelled, Top Height Training Ltd reserves the right to apply the following charge: for cancellations made up to 14 days before the course start date, 10% of the course fee; for cancellations made 14 days or less before the course start date, 50% of the fee; 7 days or less before the course start date the full fee. All cancellations must be in writing. The date that Top Height Training Ltd receives the cancellation will be regarded as the date the cancellation has been made and appropriate charges will be applied. However, substitutions may be made at item prior to the course start date.
14. Top Height Training Ltd reserves the right not to send out any certification until full payment for the course has been made. The cost for replacement ID cards and certificates stands at £30.

15. Top Height Training cannot guarantee that the food it provides is suitable for all allergy sufferers and therefore cannot take responsibility for food that may affect allergy sufferers. All food may contain nuts.

These Terms and Conditions of Business may only be varied by express agreement in writing by both the Client and a Director of Top Height Training Ltd.