

# Terms and Conditions for Pearson TQ Construction Academy

## Promotional Offer Terms and Conditions – 15% discount off all Construction Academy courses

- Offer is a 15% discount on any Pearson TQ Construction Academy course booked before midnight on 11 Dec 2022.
- Offer valid for new Pearson TQ Construction Academy customers only.
- Not valid in conjunction with any other Pearson offer or promotion.
- Offer is non-transferable and there is no cash alternative.
- Any bespoke training required using this promotional offer is only applicable to employers and their employees and not for individual requirements.

## Standard terms and conditions

### 1 Formation of contract

1.1 These terms and conditions shall apply to all contracts entered into by the Company (Pearson TQ Ltd) No addition to or variation of or exclusion of these terms and conditions or any of them shall be binding on the Company unless confirmed expressly and specifically in writing by the Company.

1.2 These terms and conditions shall prevail over and override any inconsistent terms and conditions whether express or implied contained in or referred to in the Customer's acceptance or in any correspondence between the parties or elsewhere. Any agreement to the contrary is expressly excluded and extinguished.

1.3 No contract shall come into existence between the Company and the Customer unless and until the Customer shall have offered to hire the Facilities, the Equipment and/or the Personnel needed for the Activity by signing and delivering to the Company the Booking Form and the Customer shall have received from the Company a completed Booking Form signed on behalf of the Company.

### 2 The Facilities

2.1 The Company agrees to provide to the Customer such access to use the Facilities, the Equipment and/or the non-exclusive services of the Personnel as set out in the Booking Form throughout the Activity.

2.2 Throughout the Activity, the Company shall supply, and the Customer shall accept, the services of such of the Personnel on a non-exclusive basis as the Company in its absolute discretion from time to time decides as necessary for the proper performance of the contract between the Company and the Customer having regard to the express requirements of the Customer set out in the Booking Form.

### 2.3 The Customer shall be entirely responsible for:

2.3.1 Ensuring that the Facilities, the Equipment and the services of the Personnel are only used for the purposes of fulfilling the express requirements of the Customer set out in the Booking Form;

2.3.2 Subject to Condition 2.2, supplying such other Personnel as are necessary to meet the express requirements of the Customer set out in the Booking Form;

2.3.3 Compliance by the Customer with all rules and regulations at the Facilities and all lawful directions of the Company, including (without limitation): (i) any decision by the Company to refuse admission to or reject any of the Customer's employees, servants or agents or anyone using any Facilities and/or Equipment with the Customer's express or implied authority; or (ii) any decision to suspend or control in such manner and to such extent as the Company may consider necessary any situation, action or event where, in the reasonable opinion of the Company, such situation, action or event is a breach on the part of the Customer of the terms of its contract with the Company or may constitute a danger to the safety of any persons present;

2.3.4 The actions of the Customer while on any premises in which the Facilities and/or the Equipment are located;

2.3.5 The use made of the Facilities, the Equipment and/or the services of the Personnel by the Customer; and

2.3.6 The direct or indirect results of the actions of the Customer and of the use made by the Customer of the Facilities, the Equipment and/or the services of the Personnel.

2.4 In giving any lawful direction to any of the Customer's employees, servants or agents or anyone using any Facilities and/or Equipment with the Customer's express or implied authority, the Company shall be deemed to be acting as the agent of the Customer and shall not be liable for any loss or damage to the Customer however arising from compliance by the Customer's employees, servants or agents or anyone using any Facilities and/or Equipment with the Customer's express or implied authority with the Company's direction.

2.5 If the Customer is using the Facilities with any individuals under the age of 18 years then the Customer shall, prior to the first usage of the Facilities with any such individuals (and upon request by the Company thereafter), provide a copy of their own Children and Safeguarding Policy and demonstrate that all relevant employees, servants or agents of the Customer have been suitably checked. If the Customer is using the Facilities with individuals aged 18 or over, the Customer hereby acknowledges and agrees that it has read and understood the Company's Children and Safeguarding policy and hereby warrants that it shall, and shall procure that its employees, servants and agents shall, comply with such Children and Safeguarding policy during any such use. Any failure by the Customer to comply or procure compliance by any of its employees, servants or agents with this Condition 2.5 and/or any breach by the Customer or any of its employees, servants or agents of any applicable Children and Safeguarding Policy in the course of using the Facilities may result in the immediate termination of the Activity by the Company without refund to the Customer or any liability on the part of the Company.

### 2.6 The Customer shall:

2.6.1 Not use the Facilities, the Equipment or any part thereof for any Activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the Company, the owner or occupier of any premises in which the Facilities and/or the Equipment are located (if different to the Company) and/or the owner or occupier of any neighbouring property;

2.6.2 Not do anything that might invalidate any insurance maintained by the Company in respect of the Facilities and/or the Equipment or that might increase the insurance premium(s) payable for the Facilities and/or the Equipment;

2.6.3 If requested, provide a copy of its insurance documentation appropriate for use of the Facilities and/or Equipment;

2.6.4 At the end of the Activity, hand back the Facilities and any Equipment used by the Customer in such condition as they were found;

2.6.5 Within 7 days of the end of the Activity, pay to the Company both the cost of making good all damage to the Facilities and/or the Equipment caused by the Customer (excluding only fair wear and tear and damage caused by any risk covered by the Company's insurance and damage by the Personnel) and any other costs imposed by the Company as a result of the damage and subsequent unavailability of the Facilities and /or Equipment.

### **3 Force majeure**

3.1 If, by reason of force majeure, fire, tempest, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strike, civil commotion, war (or threat thereof), act or threatened act of terrorism, fire or explosion or any other event beyond the Company's reasonable control, the Company is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under its contract with the Customer, then the Company shall forthwith ensure that the Customer is aware of the occurrence of any such event and either party shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend that contract by notice in writing to the other party.

3.2 In the event of cancellation or suspension pursuant to Condition 3.1 above, the Company shall be under no liability to the Customer or any of the Customer's employees, servants or agents or anyone using any Facilities and/or Equipment with the Customer's express or implied authority for any loss that they may sustain in consequence of any such cancellation or suspension. The Customer shall, in the event of cancellation, be under no liability to the Company in respect of its future obligations under its contract with the Company and, in the event of suspension, shall be relieved of such obligations under that contract for the period of such suspension (but without prejudice to any rights of either party against the other in respect of any claim accrued under the contract up to the date of commencement of such cancellation or suspension).

3.3 In the event of cancellation or suspension of part or parts of the Company's obligations as aforesaid, the Company shall repay to the Customer such of the fees and payments specified in the Booking Form as have been paid by the Customer to the Company in respect of any period or periods affected by such cancellation or suspension apportioned on a basis which shall fairly and reasonably be attributable to the part or parts of the Company's obligations so suspended.

### **4 Cancellation**

4.1 Subject to Condition 3.1 and 4.3, if written notice from the Customer requesting cancellation of the Activity is received by the Company not later than one month prior to the date of commencement of the Activity, the Company will give a full refund.

4.2 If the Customer opts to cancel part way through an Activity, the Company reserves the right to charge an administration fee which will not exceed 25% of the remaining fee.

4.3 All deposits are non-refundable.

## **5 Payment**

5.1 It is a condition precedent to any liability of the Company to the Customer that the fees and payments specified in the Booking Form shall be paid in full on the terms specified in the Booking Form.

5.2 If the Customer shall have failed to pay any sums due to the Company, the Customer shall be deemed to have repudiated its contract with the Company which repudiation the Company shall be entitled in its absolute discretion to accept or reject.

5.3 In the event of the Customer failing to make payment of any sum due to the Company, the Customer shall be liable to pay interest on such sum from the due date of payment to the actual date of payment at an interest rate which will be 4% above the base rate of HSBC Bank plc prevailing from time to time during such period.

## **6 Inspection**

6.1 The Customer may inspect the Facilities and the Equipment by prior arrangement with the Company during normal business hours before the commencement of the Activity. At all times it shall be the Customer's responsibility to satisfy itself that the Facilities and the Equipment are suitable for the Customer's purpose.

6.2 It is not a condition of the contract between the Company and the Customer and there is no express or implied warranty on the part of the Company that the Facilities and/or the Equipment are fit for the purposes of the Customer and there is no obligation whatever on the part of the Company to assess the needs of the Customer or to advise the Customer in relation to such needs. Any assessment or advice that may be given by the Company is entirely without liability on the part of the Company and does not form part of any contract between the Company and the Customer.

## **7 Overstay**

7.1 If the Customer fails to vacate the Facilities at the end of the Activity, the Company shall be entitled to charge or recover from the Customer as a contract debt due and payable immediately on demand:

7.1.1 The rate specified on the Booking Form or in the Rate Card (if referred to on the Booking Form) for each hour or part hour during which the Customer remains;

7.1.2 Any and all sums representing liability of the Company to third parties whose period of hire of the Facilities and/or the Equipment has been affected by the late occupation of the Customer; and

7.1.3 Any and all losses directly and indirectly occasioned to the Company as a result of such late occupation.

## **8 Health and safety**

8.1 The Customer shall observe, perform and comply with all applicable statutes, rules, regulations and orders relating to its activities on any premises in which the Facilities and/or the Equipment are located, including (without limitation) the Health and Safety at Work Act 1974 and all associated regulations and approved codes of practice, and the Customer undertakes to ensure so far as reasonably possible the health, safety and welfare at work of all its employees, servants and agents and anyone using any Facilities and/or Equipment with the Customer's express or implied authority.

8.2 The Customer is responsible for ensuring that its personnel access only those parts of the premises in which the Facilities and Equipment are located as are necessary to enable the Customer to fulfil its express requirements as set out in the Booking Form. Access by any such personnel of any other part(s) of such premises without the Company's prior consent may result in the immediate termination of the Activity by the Company without refund to the Customer or any liability on the part of the Company.

8.3 The Customer confirms that the Company and any inspector appointed by the Health and Safety Executive, any fire officer or officer of any other regulatory body having authority over the Facilities shall have the right to inspect without prior notice at any reasonable time the Facilities and the Equipment for the purpose of complying with such inspector's or officer's duties or for the purpose of ensuring compliance by the Customer with its obligations under Condition 8.1.

8.4 The Customer undertakes that it shall not bring into any premises in which any Facilities and/or Equipment is located any materials that are of a dangerous nature or an explosive nature or any materials whose possession storage or use might contravene any statute, local regulations or byelaws or constitute a nuisance to third parties.

## **9 Liability**

9.1 The Company does not in any way exclude or limit its liability for: (i) fraudulent misrepresentation or concealment; or (ii) death or personal injury arising as a result of the negligence of the Company or any Personnel (other than Personnel following lawful directions of the Customer) in the Company's performance of its contract with the Customer except to the extent that the deceased or the injured party contributed to their death or personal injury.

9.2 Except as otherwise provided in these terms and conditions:

9.2.1 The Company shall be liable for loss or damage caused directly to the Customer as a result of the negligence or breach of duty by the Company in performing its contract with the Customer; but

9.2.2 The Company shall not be liable for any loss of profits, business, contracts, goodwill, revenue or anticipated savings or any indirect or consequential loss howsoever arising.

9.3 In respect of any liability of the Company under Condition 9.2.1, the Company's liability shall be limited to the actual proceeds received by the Company under its relevant insurance policy for the liability in question, which limit the Customer agrees as being fair and reasonable.

9.4 In the event the Company decides for whatever reason that the amounts insured by the Company are insufficient to meet the maximum possible loss contemplated by the Customer, the Customer undertakes to affect such further insurance as may be necessary to protect the Customer.

9.5 The Customer warrants and undertakes that the aggregate amounts of the insurance cover effected by the Company together with any additional insurance cover effected by the Customer shall be sufficient to cover any and all liability of the Company towards the Customer. Any such liability is subject to any exceptions provided under such policy of insurance. The Customer shall notify all insurers within the time limit specified in the policy and shall not do or omit to do anything that might lead such insurers to disclaim any policy.

9.6 The Customer shall procure that all employees, servants and agents of the Customer who use the Facilities and/or any Equipment and anyone else who uses the Facilities and/or any Equipment with the Customer's express or implied authority are suitably qualified to do so or supervised by someone suitably qualified to do so and comply with any terms, conditions and/or restrictions imposed on such use by insurers.

9.7 The Customer undertakes to indemnify the Company and keep it fully and effectively indemnified from and against any and all costs, claims, fees, expenses, awards, demands or damages it may suffer or make as a result of:

9.7.1 The death of or any injury, damage or loss suffered by any third party or any of the Personnel as a direct or indirect result of any act or omission by the Customer whether negligent or accidental when acting alone or when carrying out the direction, request or instructions of the Customer;

9.7.2 Any breach by the Customer of any of the provisions of the contract between the Company and the Customer or any failure or delay in connection with the same;

9.7.3 Any loss suffered by the Customer in excess of the amount of the insurance cover provided by the Company, including (without limitation) any loss of profits, business, contracts, goodwill, revenue or anticipated savings or any indirect or consequential loss howsoever arising.

9.8 The following are conditions precedent to liability of the Company under Condition 9.2.1:

9.8.1 That the claim is notified to the Company immediately on the happening of the event;

9.8.2 The Company shall have failed to remedy such breach within a reasonable time after notice under Condition 9.8.1; and

9.8.3 That the customer shall not have compounded or contributed to such liability of the Company.

## **10 Definitions**

10.1 The following definitions apply to these terms and conditions:

### *Activity*

As specified in the Booking Form;

### *Booking Form*

The form printed overleaf together with any written variations attached to it signed by both parties;

### *Company*

TQ Education and Training Limited, t/a Pearson TQ Construction Academy, 80 Strand, London WC2R 0RL;

### *Customer*

The person, firm or company that has invited the Company to provide the Facilities and the Equipment and where the context so admits shall be deemed to include its employees, members, servants, agents and anyone using the Facilities and/or any Equipment with its express or implied authority;

### *Equipment*

The equipment (if any) specified in the Booking Form;

### *Facilities*

Those facilities specified in the Booking Form;

### *Personnel*

Any employee, servant, agent or independent contractor of the Company; and

### *Rate Card*

The rate card from time to time of prices currently issued by the Company.

## **11 Miscellaneous**

11.1 If any term or provision or any part of a term or provision in these terms and conditions shall be held to be illegal or unenforceable under an enactment or rule of law such term or provision or part of it shall to that extent be deemed not to form part of these terms and conditions, then the enforceability of the remainder of the terms and conditions shall not be affected.

11.2 The Company may delay or permit the passage of time before taking steps to enforce provisions of these terms and conditions without prejudicing or waiving its rights.

11.3 Any notices to be served by either party on the other party shall be properly served if delivered in person or sent by first class pre-paid post or recorded mail to the addresses specified for the Company and/or the Customer as appropriate on the Booking Form.

11.4 The Company shall be entitled to assign, transfer or sub-contract any of its rights and/or obligations under any contract between the Company and the Customer.

11.5 Any contract between the Company and the Customer is personal to the Customer and may not be assigned, transferred or charged by it.

11.6 The construction, validity and performance of these terms and conditions shall be governed and construed in accordance with the law of England and Wales, whose courts shall be the courts of competent exclusive jurisdiction.