**STANDARD TERMS AND CONDITIONS OF BUSINESS RELATING TO**
**EXPLOSION PROTECTION INTERNATIONAL TRAINING LTD**
**HEREINAFTER REFERRED TO AS EPIT**

**1. CONDITIONS**

These terms and conditions shall apply for any registration and agreement regarding participation in and completion of courses or services provided by EPIT. These terms prevail over any other terms and conditions the customer may wish to impose.

**2. TERMS OF PAYMENT**

Private Customers: Payment is to be made in advance of course commencement. EPIT will submit an invoice on receipt of authorisation to proceed with the work, which is due for payment by return.

Business Customers: For new customers, payment is to be made in advance of course commencement, thereafter a 30 day credit account will be offered subject to satisfactory credit checks.

EPIT reserves the right to amend or withdraw credit accounts where payment is not received within the terms. EPIT also reserve the right to withhold Certificates and/or decline any further bookings until payment is received.

**3. CANCELLATION CHARGES**

If the Customer cancels or postpones all or part of the services, whether in writing or otherwise, cancellation charges will apply on the following sliding scale:

- 15 working days or less prior to the course start date, 100% cancellation charge will apply
- 16-20 working days prior to the course start date, 50% cancellation charge will apply
- 21-25 working days prior to the course start date, 25% cancellation charge will apply

Charges are expressed as a percentage of the rate for the relevant services. Customer will also pay any additional expenses incurred by EPIT for the purposes of or in connection with the cancelled or postponed services, including but not limited to the cost + 10% of any materials or equipment procured by EPIT.

**4. TAXES AND BURDENS**

All proposals exclude any value added tax or other local country taxes and burdens, which, if applicable, will be invoiced in addition to the prices quoted at the appropriate rate to suit legislation. Should EPIT be subject to additional insurance/indemnity premiums for this work, these costs shall be recharged to the Customer at cost.

**5. FACILITY/ROOM HIRE**

The Customer will be responsible for any property brought on to the premises of Company and for any injury or death to any person employed by the Customer or a guest attending the premises on instruction of the Customer. In addition, the Customer agrees to display evidence of Employers Liability and Third Party Liability insurance to EPIT when requested.

**6. COMPANY INTELLECTUAL PROPERTY RIGHTS**

All copyright, design right and other intellectual property rights used, created or embodied in or arising out of, or in connection with the delivery of the services remain the sole property of EPIT. The Customer shall not during or at any time after the completion of the services dispute the ownership of such rights. All information contained in or arising out of such copyright, design right and other intellectual property rights is proprietary to EPIT and shall not be copied or otherwise made available to third parties unless previously and specifically agreed to in writing by EPIT. Where Customer material is provided to assist with the design of training courses, ownership of none of the Customer's intellectual property shall pass to EPIT.

**7. FORCE MAJEURE**

If EPIT is unable to provide any course, or any part of any course, for any reason beyond EPIT's reasonable control, EPIT shall be entitled to postpone or cancel all or part of the services being provided. EPIT shall try to agree with the Customer an alternative mutually acceptable date and/or time to provide the postponed/cancelled training, but shall be under no obligation to do so. If no agreement can be reached on rescheduling such training, EPIT will make no charge for the cancelled service (or, as appropriate, will refund the cost of it to the Customer).

**8. INDEMNITIES**

EPIT and the Customer will indemnify and hold harmless each other in respect of any loss, damage or impairments to their respective property and any death, injury or illness to their respective employees arising from or in connection with EPIT courses whether or not this may be caused by negligence, error or omission of the party so indemnified.

Notwithstanding the above, neither EPIT nor the Customer shall make any claim against or be liable to the other in respect of any indirect or consequential loss of damage, including but not limited to the loss of profit, and business interruption arising or alleged to arise out of either party's failure to properly carry out its obligation or from any other circumstances or cause including negligence.

**9. INSURANCES**

EPIT carries all statutory insurance requirements for the countries in which it operates. The Customer shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under contract and law.

**10. SAFETY**

Details of any safety equipment and/or protective clothing which the Customer is required to provide will be set out in the course Joining Instructions. It is the Customer's sole responsibility to ensure that any such equipment and/or clothing is in good order and is fit for the purposes for which it is required.

EPIT reserves the right at any time to postpone or suspend the provision of any training course if in EPIT's opinion that there is or is likely to be any risk to the safety of any personnel or any risk of loss or damage to any plant, machinery, equipment or material at the premises. EPIT shall have no liability to the Customer or delegate in respect of such actions.

EPIT shall, in the interests of safety (whether of personnel, property or otherwise), be entitled at any time to require a delegate to leave the premises, to refuse a delegate entry to the premises and/or to continue to provide training to the delegate. EPIT shall have no liability to the Customer or the delegate in respect of such actions.

The delegate shall, throughout the duration of the training, comply in all respects with EPIT's safety policies and regulations applicable to the premises.