

Terms & Conditions of Business



1 Definitions

1.1 In these Terms & Conditions of Business the following definitions will apply;

"Applicant" means any person seeking employment of any nature introduced to the Client by the Company whether verbally, in writing or in person and regardless of whether otherwise previously known to or by the Client;

"Assessor" means the person responsible for assessing the evidence of a Candidate(s) work evidence;

"Candidate" means any person that undertakes assessment in relation to qualifications;

"Client" means any individual person, sole trader, partnership, limited company, organisation or corporate body utilising any services of the Company;

"Company" means Training Centre Direct Ltd of the Thames Innovation Centre, 2 Veridion Way, Veridion Park, Erith Kent DA18 4AL;

"Consultancy Service" means any specific or bespoke works associated upon the Clients request;

"Delegate" means any person that undertakes any works in relation to training;

"Engagement" means any contract, employment, engagement or any use whatsoever of the Applicant by the Client or any third party thereof on a permanent, temporary, full/part time or sub-contracted basis at anytime within the first 12 months of the Introduction;

"External Verifier" means the person responsible for verifying all actions of the Assessor & Internal Verifier, awarding the Company with their centre status and providing support and guidance to the Candidate;

"Internal Verifier" means the person responsible for assessing the Assessor and verifying the Candidate(s) portfolio in order for the Company to apply for a qualification;

"Introduction" means the communicating by any means of verbal or written information that leads to the identity of the Applicant to the Client, or by the Client interviewing the Applicant in person or by telephone, or the passing of a curriculum vitae or similar or any other such information which identifies the Applicant to the Client;

"LEIA" means the Lift and Escalator Industry Association of 33/34 Devonshire Street, London W1G 6PY;

"Lifetime Guarantee" means one free replacement applicant without cost should they leave the Clients employment for any reason other than redundancy, for temporary to permanent engagements the *Lifetime Guarantee does not apply;

"Salary" means the Applicants annual salary before any deductions in relation to the first years Engagement of the Applicant by the Client;

"Standard Charges" means the Companies Standard Charges referred to in the current Terms & Conditions of Business, the Standard Charges are reviewed each year in April and the company reserve the right to change these at any time with or without notice that may go up or down as decided for by the Company, any additional works undertaken by the Company for the Client will be charged extra;

2 Interpretation

2.1 Where the context requires references to the singular include the plural and references to the masculine include the feminine and vice versa;

2.2 The headings contained in these Terms & Conditions of Business are for convenience only and do not affect their interpretation;

3 Contract

3.1 These terms constitute the contract between the Client and the Company and are deemed to be accepted by the Client by virtue of the initial or continuing instructions given by the Client to the Company;

3.2 These terms contain the entire and whole agreement made between all parties and unless otherwise agreed in writing by a Director of the Company, these terms shall prevail over any other terms of business or any other agreements or conditions put forward to the Client;

3.3 No variation or alteration will be permissible to these Terms & Conditions of Business unless approved in writing by a director of the Company, no other employee, agent or servant acting on behalf of the Company has any authority to modify these conditions;

4 Fees, Rates & Payment Terms

4.1 The Client agrees to (i) notify the Company immediately of any offer of an Engagement which the Client makes to the Applicant, (ii) provide details of Salary and any necessary purchase order numbers and invoicing requirements, (iii) pay all fees due to the Company within 7 days after the Engagement of the Applicant to the Client to validate the Companies *Lifetime Guarantee;

4.2 The Client agrees to (i) allow sufficient time for the Candidate to attend inductions, assessments and any onsite observation monitoring visits required in order to complete their training. (ii) provide details of sort code & bank account numbers in advance of our works, (iii) authorise either a direct debit or standing order, whichever is required by the Company;

4.3 The Company reserve the right to charge interest in any overdue account at a rate of 8% per annum and any other reasonably incurred costs and expenses in the enforcement of its rights under these Terms & Conditions of Business both before and after judgment;

4.4 The Company will charge Value Added Tax on the whole amount of any invoice(s) raised at the current rate in force at the time;

4.5 The Client agrees to pay all fees due as defined in these Terms & Conditions of Business that are detailed in the Companies Standard Charges;

4.6 Registration is charged at cost plus an administration charge from the Company to the Client for each Candidate;

4.7 Should the Client wish to remove a Candidate(s) whether employed, self employed or sub-contracted then the Company reserve the right to charge the Client a six month cancellation fee in advance to be added to any outstanding invoices and the same will become due immediately, this fee will be based on the previous annual fee that the Candidate was being invoiced from the Company to the Client;

4.8 If any engagement takes place between the Client and the Applicant directly without prior knowledge of the Company within the first 12 months of the introduction, then the Company reserve the right to charge up to and including 40% of the Applicants first years salary;

The acceptance of the Companies offer includes the acceptance of the following Terms & Conditions of Business and such acceptance is not binding on the Company until confirmed by the Company in writing. No Terms or Conditions stipulated by the client are to annul or vary the following conditions except insofar as expressly consented to by the Company in writing. The Company may cancel this contract at any time, there is no cash in value of this contract, refunds or credit notes are issued at the sole discretion of the Company. The Client is duty bound by the Companies Terms & Conditions of Business on verbal or written instruction by virtue of the fact that the Company has commenced works on behalf of the Client.

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5 Services Provided

5.1 Any Candidate that is working towards their qualification may be registered with the appropriate awarding body and receive an induction, assessment feedback and onsite observations, NVQ portfolios will be provided to each NVQ Candidate. Candidate assessment is recorded online by e-portfolio after it is submitted. The Company operates Internal Verification activity every 4 months and External Verification every 12 months and these services are included in our fees;

5.2 If the Client requests any further or additional works to be carried out over and above that as described in 5.1 then the Company reserve the right to charge any fees as deemed necessary, such works could include but not limited to additional Internal Verification or External Verification activities, any works associated with LEIA or similar;

5.3 Any Delegate will receive appropriate training as requested for by the Client;

5.4 Any Applicant seeking employment with a Client may be registered with the Company in the search for employment;

5.5 The Client may use the services of the Companies recruitment service in the search for an Applicant(s) and all fees due will be charged at the current rate in the Companies Standard Charges;

5.6 The Client may use the services of the Companies Consultancy Service where each instruction will be quoted for separately;

6 Suitability

6.1 The Company endeavours to ensure the suitability of any Applicant(s) introduced to the Client, notwithstanding this the Client is wholly responsible for satisfying itself as to the suitability of the Applicant, the Client is responsible for checking the Applicant(s) references, qualifications, identity,

carrying out any criminal records bureau disclosure checks, satisfying itself of any skills, work permits, visas, medical examinations, or similar that may be required;

7 VAT

7.1 All Fees are exclusive of Value Added Tax (VAT), which will be charged at their prevailing rate.

8 Interruption of work

8.1 In the event of war, strikes, combination of workman, lockouts, fire, flood, frost, snow, lightning or other extraneous cause or accident whether of the same class as mentioned or not causing directly or indirectly a partial or complete stoppage of the Companies works, the rendering of the service may be wholly or partially suspended by the Company during the continuance of such partial or complete stoppage, any interruption in the service as a result of these exceptional circumstances will not be deemed to be a breach of the Companies Terms & Conditions of Business;

9 Liability

9.1 The Company shall not be liable to the Client under any circumstances for any loss, injury, damage, expense or delay incurred or suffered by the Client whether arising from or in any way connected to any of the services that the Company provide, the Company shall not be liable to the Client for any personal injury or death of any Candidate, Delegate, Applicant or similar that may be caused, the Company shall not be liable for any loss of portfolio or similar of any Candidate(s) work while in its care;

10 Law

10.1 The Companies Terms & Conditions of Business are governed by the Law of England and Wales and are at all times subject to the jurisdiction to the English Courts;

ACCEPTANCE OF TERMS & CONDITIONS OF BUSINESS

(Signed for and on behalf of the Client agreeing to the Terms & Conditions of Business in this contract).

Company details

Company name _____
Address 1 _____
Address 2 _____
Address 3 _____
City _____
County _____
Postcode _____

Contact details

Contact _____
Position _____
Phone _____
Mobile _____
Email _____

Sign _____

Date ____ / ____ / ____

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TCD - Standard Charges

National Vocational Qualifications/EOR202N

If you need accredited lift qualifications, then our qualifications cover lift service & repair, installation, testing and basic lift safety with easy to understand assessment material using our bespoke and innovative e-portfolio software. Submit your work online and access your account 24/7 via a unique username and password, which makes it easy to finish. Your NVQ portfolio evidence will be assessed online & onsite and you submit your job write ups with photos from your own PC using our custom made e-portfolio software, paid by monthly standing order.

Fees = **£295*** **£245* (3+people)**

**Above prices are paid monthly by standing order and are plus VAT. Monthly fees include registration, online assessment, end verification and an e-portfolio software account for each user. A discount of £50 is applied to 3+ people from the same company. Additional fees will be charged for any site visits outside of London/M25.*

Vocational Qualifications

We deliver vocational qualifications that are designed to meet your specific business needs. Lift Industry Vocational Qualifications in Lift Engineering covering all aspects from the initial lift installation to regular maintenance and repair of goods and passenger carrying lifts. We also deliver managerial pathways for lift managers that work in supervise field base lift support staff. This option is unique to your business without being regulated and carries the hallmark of a national qualification with the criteria based on the National Occupational Standards. This adds credibility in the workplace and the assurance benefited from independent approval via the Nationwide Academy of Lift Owners (NALO) which operates a specialist Lift Engineering Industry Training Board and Certification Body.

Please contact us for a specific costing

Lift Engineer Safe Register

If you employ lift staff that need to prove their knowledge and understanding of basic lift engineer safety when working on lifts to obtain a LESR card, we run a 1 day open training and examination course. Lift apprentices, lift mates, lift improvers and even experienced lift engineers have all attended previously and have been able to prove their competence and work on construction sites and in occupied buildings.

Fees = **£25***

**Above price is paid monthly by direct debit and is plus VAT, monthly fees include exams, lift safety talks, validator inspection and online card*

Lift Engineer Refresher Training

If you employ lift staff that need to brush up on their understanding of basic electrical theory and common Health & Safety knowledge, then we offer a 1 day open refresher training course. Lift apprentices, lift mates, lift improvers and even experienced lift engineers have all attended previously and have been able to perform better at their job and more safely when back in the workplace.

Please contact us for a specific costing

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Recruitment, Training & Development Costs

a Government Funded Support

We periodically run UK Government or European funded training classes with part or fully funded fee savings. These are normally linked to helping people get into work, upskilling and/or achieving qualification course status. Our courses can either be a part/full traineeship/apprenticeship or simply a work based learning qualifications. You can apply for this provision at any time where this is offered at the sole discretion of the company.

FREE - Please call for more details

b Temp to Perm Staff

If you need new lift staff for short term lift modernisation/installation projects with the added flexibility of employing them permanently if you need to, then we can find quality staff through our Government funded lift engineer training courses or our database of registered people looking for work. Ideal for clients who want to remain in complete control and to outsource the payroll burden, while assessing the suitability of each applicant we supply.

Costs vary - Please call for more details