

Terms and Conditions of Trade

1. Definition

- 1.1 'Merit Skills' means Merit Skills Ltd whose registered office is at Blackburn House, 32a Crouch Street, Colchester, Essex C03 3HH.
- 1.2 'WaterSkills' means Water Skills Ltd whose registered office is at Blackburn House, 32a Crouch Street, Colchester, Essex C03 3HH.
- 1.3 Merit Skills Ltd company registration number is 07112618.
- 1.4 Water Skills Ltd company registration number is 07118314
- 1.5 'Contract' means the contract for provision of services by Merit Skills to the customer.
- 1.6 'Customer' means the company or person procuring services from Merit Skills.
- 1.7 'Intellectual Property Rights' means any service or trademark, copyright, design, or other industrial or intellectual property right.
- 1.8 'Order' means the written order sent by the customer for the supply of services by Merit Skills and includes purchase orders, faxes, emails and all other forms of written confirmation sent either electronically or post.
- 1.9 'Services' means the subject matter relevant to the order or contract.
- 1.10 'Terms' as set out in this document.

2. Order Acceptance

- 2.1 No contract will exist until an order has been accepted in writing by Merit Skills. Acceptance can be emails, joining instructions, proforma invoice or invoice.
- 2.2 An acceptance by Merit Skills incorporates the terms and conditions of trade and the customer shall be deemed to have accepted the terms unless the customer notifies in writing of any objections thereto within seven days of the date of acceptance.
- 2.3 No terms set out in any other communication or document shall amend or exclude any of terms except for those consented in writing by Merit Skills.

3. Prices

- 3.1 Prices quoted do not include VAT.
- 3.2 Prices quoted will be Merit Skills current prices.
- 3.3 Merit Skills reserves the right to review prices prior to the commencement of any contract.

4. Delivering Services on Customer Sites

- 4.1 Where services are delivered on customers sites the customer must ensure that the correct resources are available and that the activities associated with the training can be carried out in a safe manner.

4.2 Merit Skills reserves the right to suspend the delivery of services and/or remove personnel if the resources and safety measures are not adequate.

4.3 Where these circumstances arise full cancellation will be charged.

5. Payment

5.1 Payment will be due in full upon receipt of invoice which will be issued prior to or on the course commencement date.

5.2 In order to ensure correct allocation of funds it is the customers' responsibility to ensure that remittance advice is supplied to Merit Skills.

5.3 Where a customer fails to pay before the course (if applicable), the place will be forfeited and the cancellation terms applied.

5.4 Where a credit agreement is in place, invoices are due for payment within those agreed terms. Payment terms will be displayed on all invoices.

5.5 Punctual payment of invoices and other amounts payable is part of the customers' contractual obligations.

5.6 Failure to pay an invoice within the agreed timescales will result in the agreement being repudiated by the customer.

5.7 Merit Skills reserves the right to claim interest and recover any debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

5.8 Merit Skills reserves the right to suspend further work if an invoice has not been paid by the due date.

5.9 Where genuine doubts arise around the financial stability of a customer, Merit Skills reserves the right, without liability, to suspend work until payments have been made.

6. Customer Insolvency

6.1 If the customer:

i. makes a voluntary arrangement with its creditors or becomes subject to an administration order, becomes bankrupt or goes into liquidation;

ii. encumbrance takes possession, a receiver is appointed, of any of the property or assets of the customer;

iii. the customer ceases, or threatens to cease, to carry on business without prejudice Merit Skills reserves the rights to cancel any existing contract.

7. Additional Services

7.1 Where the customer requests and accepts additional services, these are subject to separate order before work can commence.

8. Intellectual Property

- 8.1 All intellectual property rights in the services or arising from the contract shall remain with Merit Skills, unless previously agreed as part of the contract.
- 8.2 The reproduction of any material provided by Merit Skills in order to perform the contract by the customer is strictly forbidden and Merit Skills will take legal action should this happen. Merit Skills would deem this as a breach of contract by the customer.

9. Customer Cancellation Clauses

- 9.1 As follows:

Notice period for cancellation from date of written notice	% of fee payable on cancellation
More than 28 days prior to the course commencing	0%
14-28 days prior to the course commencing	50%
Less than 14 days prior to the course commencing	100%

- 9.2 Merit Skills will provide the customer with a full refund if written confirmation of cancellation is received 28 days before course commencement.
- 9.3 Merit Skills will accept substitutions before the commencement of a course. The customer must do this in a timely manner and provide all necessary information pertaining to the delegate in order for them to join the course. If the relevant information is not received then Merit Skills reserves the right to refuse entry on to the course.
- 9.4 Substitutes will normally be accepted free of charge, however Merit Skills does reserve the right to charge or pass on any additional administration fees.
- 9.5 Merit Skills will endeavour to accommodate any changes that the customer may require to course arrangements. Any request will be confirmed in writing by the customer. This includes re scheduling of course dates.

10. Warrant and Liability

- 10.1 Equipment supplied by Merit Skills as part of the contractual service is deemed to be fit for its intended purpose.
- 10.2 Liability in respect of the contract shall be limited to the invoiced value of the services provide under the contract shall be limited to the invoiced value of the services provided under the contract and in no event shall Merit Skills be liable for any losses of damage which arise from sale or supply of contractual services. Except in the case of death or personal injury caused by Merit Skills negligence.

11. Force Majeure

11.1 Merit Skills shall not be liable or be deemed to be in breach of any contract by means of and failure or delay in performing and obligations in respect of the services if any failure or delay was outside of Merit Skills control.

12. Law

The terms of any contract shall be constructed in accordance with English law and Merit Skills and the customer submit to the non-exclusive jurisdiction of the English courts.