



**PQMS Limited**  
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[www.pqmstraining.co.uk](http://www.pqmstraining.co.uk)

## **Professional Quality Management Services Limited (PQMS) Standard Terms & Conditions**

### **1. General**

These Terms and Conditions shall apply to all work carried out in the provision of services by PQMS Ltd to you as the customer in accordance with the quote and/or sales order and which has been agreed by a representative of the customer. These Conditions apply to the provision of services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. No additions to, or modifications of these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and Conditions. PQMS Ltd employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by PQMS Ltd and alternative written and signed agreement is agreed. The customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

### **2 Payment**

All non-framework agreement course bookings shall be paid for in advance by electronic transfer or credit / debit card. Payment can be made online for using our secure payment facility. Framework agreements will be prices charged that will be agreed between PQMS Ltd and the customer and confirmed on the quote and on the customer sales order. Payment details will be provided on the quotation. Prices charged will be determined on each course /assessment requirement at time of booking. PQMS Ltd from time to time offer special offers or discounts. Such discounts are normally advertised on the PQMS Ltd Website. No amendments shall be made to existing bookings whilst such special offers or discounts fall outside the booking window for such offers. PQMS Limited may also agree payments to be made by bacs or cheque, this is by agreement only between the parties. Payment details will be provided on the quotation.

### **3 Payment Terms**

Payment should be made in advance of the course for all non- account holders and where other payment terms have not been agreed. PQMS Ltd standard payment terms is strictly 30 days from completion of the course /event or from cancellation as applicable, see clause 5 below on cancellation provisions for more detail. Any variation to these terms shall be agreed in writing by both parties. The Customer shall pay each invoice in full and cleared funds to the bank account nominated by PQMS Ltd as detailed at the bottom of the invoice. All amounts payable by the Customer are exclusive of amounts in respect of value added tax chargeable from time to time. The Customer shall, on receipt of a valid VAT invoice from PQMS Ltd, pay to PQMS Ltd such additional amounts in respect of value added tax as are chargeable on the supply of the services provided by PQMS Ltd at the same time as payment is due for the supply of services provided by PQMS Ltd. If the Customer fails to make a payment due to PQMS Ltd by the due date, then the Customer shall pay interest on the overdue sum from the due date until the payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 8% a year above the Banks of England's rate from time to time. All amounts due from the Customer shall be paid in full without any set off, counterclaim, deduction, or withholding.

### **4 Confirmation of booking**

Places on training courses are reserved upon receipt of returned signed terms and conditions and payment or valid purchase order. Joining instructions and an official booking confirmation/copy of sales order will be forwarded prior to the course. Payments must be made prior to commencement of the course and you are referred to Clauses 2 and 3 for more details regarding payment. Your particular attention is also drawn to Clause 5 in respect of the Customer's liability for payment and any refund by PQMS Ltd in cases where cancellation occurs. Framework agreement bookings provisional places for open courses will be secured at time of conformation of the booking. PQMS Limited must receive written confirmation. This can be by way of email sent to [insert email address to be used] of your agreement. Such written confirmation must include a Purchase Order number.

## 5 Cancellation and transfers

### Cancellation on the day

Cancellations or no-shows received on the day will incur the full fee payable by the Customer, PQMS Ltd will make No refunds in cases where the Customer has pre-paid the full fee prior to the Course/Event.

### Cancellation within 5 working days prior to the Course/Event.

If cancellation is received within five working day prior to the Course/Event. event, the Customer is liable for the full fee. PQMS Ltd will make No refunds in cases where the Customer has pre-paid the full fee prior to the Course/Event.

### Cancellation within 6 – 10 working days prior to Course/Event.

If cancellation is received between six and ten working days prior to the Course/Event, the Customer is liable for 25% of the full fee. In cases where the Customer has pre-paid the full fee amount prior to the Course/event, PQMS Ltd will refund 75% of the fee.

### Cancellation more than 11 working days prior to the Course/Event

If cancellation is made more than 11 working days prior to the event 0% of the full fee will be required to be paid by the Customer In cases where the Customer has pre-paid the full fee prior to the Course/Event PQMS Ltd will refund 100% of the full fee received.

Cancellations can be emailed to [cancellations@pqms.ie](mailto:cancellations@pqms.ie)

### Changes made to bookings

Should you wish to make changes to your booking, please contact PQMS Ltd, no charges will be applied if the changes are notified more than 7 working days prior to the course/event start date. If any request for changes are received by PQMS Ltd within 7 working days prior to the Course/Event, PQMS Ltd reserve the right to charge the Customer an administration fee of £25. PQMS Ltd endeavor to run all published courses and any changes to course dates or times will be notified as soon as possible. PQMS Ltd We reserve the right to cancel or reschedule courses/events and accept no consequential liability (including but not limited to economic loss, loss of profits, loss of business opportunities or loss of revenue or any other claim irrespective of notice given for any changes made by PQMS Ltd.

## 6 Course documentation policy

Where the delegate learner or customer, its representative or employee is provided with course notes and handouts to serve as a reference tool for use after the course/event, these must not be used for cascade training purposes and/or copied. All the literature is covered by copyright. Reproduction of the handouts and course notes is not allowed without express permission of PQMS Ltd. All Intellectual Property Rights in or arising out of or in connection with the service provided by PQMS Ltd shall be owned by PQMS Ltd.

## 7 Data protection

PQMS Ltd has strict policy to keep any personal information you supply for the purpose of providing the service you require. It is not passed to other organisations without written permission from the individual or customer. PQMS Ltd may from time to time wish to send you information about other courses, services or products and special offers. If you would prefer not to receive such information please ensure you advise us in writing or email [info@pqms.ie](mailto:info@pqms.ie)

## 8 Training & Assessment

PQMS Ltd reserve the right to withhold certification and/or any other outcome of Training or Assessment awarded, as a result of unpaid invoices until such outstanding debts (including any and any interest applicable on late payments) are paid in full or discharged by PQMS Ltd in writing.

## 9 Delegate Suitability

It is the customer's responsibility to ensure that the course/event is suitable for their requirements and they hold the relevant prerequisites for the course/event. All delegates agree that they have read and understood the course /event outline and meet the necessary prerequisites. PQMS Ltd reserve the right to ask the customer to bring evidence to support the knowledge and prerequisite requirements. Delegates who do not in the opinion of PQMS Ltd meet the course/event prerequisite requirements may not be allowed on the course/event, however the Customer in this case will still be liable for full payment of the course fees and no refunds will be given by PQMS Ltd in cases where the Customer has pre-paid the full fee.

## 10 Personal Protective Equipment, Tools, And Equipment Requirements

Joining instruction and /or framework agreements will define the requirements of the Customer for appropriate Personal Protective Equipment (PPE), specialist tools, plant and equipment required for the course/event. It is the responsibility of the Customer to ensure that these items are fit for purpose with appropriate checks and in calibration if required. If the Customer fails to provide these items or if their condition results in the course/event being abandoned, the Customer will be liable for the full course fee. In cases where the Customer has pre-paid the full

fee, PQMS Ltd will not make any refund.

## **11 Customers Obligations**

Where PQMS Ltd are providing services at the Customers premises, the Customer shall;

- (a) Provide PQMS Ltd and its agents, employees, consultants or subcontractors with access to the Customers premises, office and other facilities as reasonably required by PQMS Ltd.
- (b) where applicable, prepare the Customer's premises for the Course/Event as directed by PQMS Ltd;
- (c) Where applicable, obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the services by PQMS Ltd before the date on which the Course/event is to start;
- (d) keep all materials, equipment, documents and other property of PQMS Ltd at the Customer's premises in safe custody at its own risk, and keep in good condition until returned to PQMS Ltd, and not dispose of or use the same other than in accordance with PQMS Ltd's written instructions or authorisation;

If PQMS Ltd's performance of any of its obligations is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation, without limiting or affecting any other right or remedy

available to it, PQMS Ltd shall have the right to suspend performance of the Course/Event until the Customer remedies the default. In each case to the extent the Customer's default prevents or delays PQMS Ltd from delivering or being able to perform any of its obligations, PQMS Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from PQMS Ltd's failure or delay to provide the Course/Event, the Customer shall reimburse PQMS LTD on written demand for any costs or losses sustained or incurred by PQMS Ltd arising directly or indirectly from the Customers default.

## **12 Equality and Diversity**

PQMS Ltd has a duty to meet the needs of all the delegates who declare a disability. If you have a disability or additional needs which require assistance to fully participate on the course/event, you must advise PQMS Ltd at least 14 working days prior to arrival for the course/event. Any information divulged will be kept fully confidential.

## **13 Liability and Complaints**

PQMS Ltd reserve the rights of recourse, should a liability or claim occur due to the fault of a third party, PQMS Ltd has the ability to pass the liability or claim on to, or receive reimbursement or indemnity from, the party at fault including the Customer. The extent of PQMS Ltd's liability is set out in this clause. Nothing in the agreement for the provision of services by PQMS Ltd limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation. PQMS Ltd's total liability to the Customer for all other loss or damage shall not exceed £5,000,000. PQMS Ltd will not be liable to the Customer for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of use or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.

In the event that the Customer has a complaint or claim in respect of a Course/Event, unless the Customer notifies PQMS Ltd of Such complaint or claim within 48 hours of the completion of the Course/Event period, PQMS Ltd shall have no liability for that Course/Event. Where a complaint is raised PQMS Ltd shall use its best endeavours to reply to the Complaint within 24 hours. Please refer to our Website for the full Complaints Procedure.

## **14 Health and Safety**

Health and Safety of individuals on site is paramount. An H&S induction shall be given to all delegates on arrival. Failure to adhere to the site health and safety requirements may result in delegates being asked to leave the site. PQMS Ltd Smoking Policy strictly prohibits smoking inside PQMS Ltd 's premises, your course tutor will arrange suitable comfort/smoke breaks, and smoking should be limited to the outside area.

## **15 Times & Course Description**

Delegates will be advised of the start and finish times of courses/events, and full course descriptions upon booking confirmation. Joining instructions for open courses will be forwarded prior to the course. PQMS Ltd reserve the right to not allow late arrivals to enter the course/event Late arrivals may at the discretion of PQMS Ltd not be allowed to join the class if it is deemed to affects others in meeting the course/event curriculum. In such case the Customer will be liable for the full fee, and where the full fee has been prepaid, PQMS Ltd will not make any refund.

**16 Force majeure.**

PQMS Ltd shall not be in breach of the agreement for provision of services to the Customer nor liable for delay in performing, or failure to perform, any of its obligations under the agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**17 Governing law.**

The agreement for the provision of services by PQMS Ltd and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**18 Jurisdiction.**

The Parties irrevocably agree, for the sole benefit of PQMS Ltd that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement for the provision of services by PQMS Ltd, its subject matter or formation (including non-contractual disputes or claims). Notwithstanding the above, the Parties irrevocably agree that PQMS Ltd shall have the right to take, and shall not be prevented from taking, proceedings against the Customer and any third party to settle any dispute or claim arising out of, or in connection with, this Agreement for the provision of services by PQMS Ltd, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that PQMS Ltd may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.

**I, the Customer confirm that I have read these terms and conditions and by signing below, I confirm that I understand each and every term and condition and that these Terms and Conditions are applicable to the services supplied by PQMS Ltd.**

**Customer Name** \_\_\_\_\_

**Signed by** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Position within Company** \_\_\_\_\_

**Date** \_\_\_\_\_