

NES Training: Terms and Conditions

1. 'NES' means National Energy Services Limited, also trading as NHER and SAVA, a company registered in England with number 1753762 and whose registered office is at Davy Avenue, Knowlhill, Milton Keynes, MK5 8NA.
'Programme' means the training course, qualification, seminar, workshop, examination, online learning and/or other event provided by NES under this agreement.
'You' means the person applying to attend the Programme, and where such person is a delegate on behalf of an organisation, 'You' shall refer jointly and severally to the person and the organisation, that you warrant to have the authority to bind by proceeding with the application.
2. These Terms constitute the whole agreement between you and NES in relation to the Programme that you register for, except where you and NES have otherwise specifically agreed in writing. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law, and supersede all prior agreements and understandings.
3. Applicable fees and content of the Programme shall be described on the NES Training website (www.nesltd.co.uk/training), Programme prospectus or booking form. Other items such as travel accommodation subsistence or specialist equipment will not be included in the Programme fees unless specially stated.
4. Reservations cannot be confirmed until payment of the fees in full (or a deposit amount where this has been expressly specified by NES) has been received.
5. In the event NES elects to accept a late registration, payment must be received in full prior to attendance of the first day of the Programme.
6. Completion of an online booking or signed booking form will be acknowledged by an email confirmation from NES to confirm your place, at which point the contract becomes legally binding.
7. Should a direct debit payment fail due to closure of your bank account, insufficient funds or any other reason, you will be charged a reinstatement fee of £50 plus VAT. There will be no charge if you inform us, in writing, of a change of bank details in advance.
8. Cancellation of a direct debit mandate will not cancel your contract with National Energy Services Ltd to provide the Programme; you will remain liable to pay the full fee for the Programme.
9. Requests to transfer your training to an alternative date or location must be made in writing and received 14 days prior to the booked Programme date. NES will charge an administration fee of up to 15% of the original Programme cost. Attendance must be within nine months of the original programmed date. Chosen entry routes on a Programme cannot be amended once commenced.
10. In accordance with the Consumer Contracts Regulations you have 14 days from entering into a service contract with NES in which you can cancel it by notifying us in writing. If you request a service that starts straightaway you will still have a right to cancel within 14 days but NES will charge you for the value of the service that has been provided up to the point you cancel the services.
11. Cancellation of your chosen Programme must be made in writing 28 days prior to the Programme start date for a full refund. If cancellations are made 14 – 28 days prior to the event a 50% refund will be given. No refunds will be made if notice is given less than 14 days prior to the event. NES, at its sole discretion, may consider a refund in extenuating circumstances.
12. Online learning programmes may be cancelled within 28 days and a full refund issued, provided the content has not been downloaded or accessed in which case the service will have been received by you.
13. NES will cancel a course if, in its reasonable opinion the number of students enrolled on the Programme does not make the Programme academically or financially viable. NES aims, wherever

possible, to give 5 working days notice of cancellation. In the event of a cancellation, NES will issue a full refund but will assume no liability for loss of earnings or any expenses that you may incur in connection with attending the training programme.

14. It is your responsibility to attend all elements of your training Programme. Where this is not possible, NES will provide you with electronic copies of the course material.
15. Copyright in all training material and training methodology (together "Training Material") remains vested in NES, unless licensed to NES by a third party supplier. You warrant that you will only use the Training Materials for your own personal use and will not copy, modify, or resell or enable third parties to copy, modify or resell any Training Materials that you may be given by NES during your Programme.
16. NES will make an additional charge for learners who need to re-sit an examination, test or accompanied inspection.
17. NES will terminate your participation in the Programme at any time if NES, in its absolute discretion, considers it inappropriate for you to remain as a learner. In such case, your Programme fees will be refunded in full.
18. You will have 12 months from attending your last scheduled training session to complete your qualification. If you have not completed within this time you will be withdrawn from the Programme and no refunds will be payable. In extenuating circumstances extensions may be granted at the sole discretion of NES. NES reserve the right to charge an administration fee.
19. Failure to upload evidence for assessment within any 60 day period will result in your portfolio being archived. If your portfolio has been archived for a period of 2 months or more, NES reserve the right to charge a £100 plus VAT administration fee in connection with reinstating your portfolio.
20. Successful completion of a Programme does not in itself guarantee admission to any Accreditation Schemes or Professional Bodies. NES recommend you investigate entry requirements to such schemes or bodies before registering on the Programme.
21. NES will accept no liability for any losses incurred in the event of any changes to Government legislation or policy, or any other changes resulting from decisions by awarding bodies or the Office of Qualifications and Examinations Regulation.
22. NES will use the personal information that you provide to it to (a) provide the Programme to you, (b) process payment under the terms, and (c) inform you about similar products or services that NES provide but you may stop receiving these at any time by contacting NES.
23. NES, its employees and agents agree to maintain as confidential and not to use or disclose to any third party any information derived from you without your consent except where necessary to enable NES to perform the Programme. Unless you request otherwise at any time, NES may hold your contact details on its database in order to share relevant information with you regarding future events.
24. The full extent of NES arising from any breach of its obligations to you under these Terms or otherwise in connection with any Programme shall be limited to the amount of any fee paid by you to NES for the Programme. NES shall not be liable for any loss of profits, indirect, special or other consequential or incidental damage, whether foreseeable or not, arising out of any breach of its obligations to you under these Terms or otherwise in connection with the Programme. Nothing in this disclaimer shall exclude or limit liability for death or personal injury arising out of negligence or in respect of fraudulent misrepresentation.
25. NES shall have no liability for delay or failure to perform any of its obligations arising from any event beyond its reasonable control nor shall NES have any liability in any case for any loss of profits, loss of revenue, loss of goodwill or for any indirect or consequential losses.
26. If any part of these Terms is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be

affected.

27. These Terms shall be governed by and construed in accordance with the laws of England and each party irrevocably submits to the exclusive jurisdiction of the courts of England.