

NATIONAL GRID ELECTRICITY CONTRACTORS

TRAINING COURSE BOOKING TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY **BEFORE** BOOKING A COURSE:

1 ABOUT US

1.1 **Company details.** National Grid Electricity Transmission PLC (company number: 2366977) (**we** and **us**) is a company registered in England and Wales and our registered office is at 1-3 Strand, London WC2N 5EH.

1.2 **Contacting us.** To contact us telephone the National Grid external training team on 01623 872602 or e-mail natgrid.externaltraining@nationalgrid.com.

2 OUR CONTRACT WITH YOU

2.1 **Our contract.** These terms and conditions ("**Terms**") apply to any training courses supplied by us ("**Courses**"). By booking onto a Course ("**Booking**") you agree to be bound by these Terms which will form the contract between us ("**Contract**").

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation that is not set out in the Terms.

2.3 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

3 BOOKING COURSES

3.1 **Courses.** Available Courses can be located on the training calendar on the EUSR portal located at www.eusr.co.uk ("**Portal**"). It is your responsibility to select a Course which meets your requirements. Prices for Courses can be found on the Portal ("**Course Fee**").

3.2 **Booking.** Bookings for Courses can be made online via the Portal ("**Online Bookings**") or by submitting a booking form to natgrid.externaltraining@nationalgrid.com. We are unable to accept Bookings less than 10 working days before the requested Course date.

3.3 **Online Bookings.** Please follow the onscreen prompts to select the Course that you require. Please see the additional Terms that apply to Online Bookings in section 5 below.

3.4 **Details.** You are responsible for ensuring that your Booking is complete and accurate. A Booking will not be accepted without full delegate details as required on the form including name, date of birth, company name, address, phone number, email address and where applicable the EUSR number.

3.5 **Accepting your Booking.** Our acceptance of your Booking takes place when we send a confirmation email to you within the time period notified on the auto-reply email you receive from us when you submit your Booking ("**Response Timeframe**"). Please contact us if no confirmation is received by the expiry of the Response Timeframe.

3.6 **Pre-requisites.** By submitting a Booking you are declaring that the delegates meet all necessary Course pre-requisites (as detailed in the guidance notes located on the scheme overview on the Portal). This shall include health & safety requirements. If delegates do not meet the pre-requisites they will be refused training. No refund of the Course Fee will be made.

4 CHANGES BY US

4.1 **Changes.** We reserve the right to amend or cancel any Course, Course times, dates or Course Fee. Changes to Course Fee, times and dates will be advised before the Course start date and any Booking already made will not be subject to the increased price.

4.2 **Mistakes.** Although we make every effort to ensure that prices and Course details listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price or details of the Course we will tell you and give you the option of reconfirming the Booking or cancelling the Booking.

4.3 **Events outside our control.** We will not be liable or responsible for any failure to provide Courses or in relation to our obligations caused by any act or event beyond our reasonable control. We will not be responsible for any costs incurred by delegates in such situations.

4.4 **On the day cancellation.** In exceptional circumstances we may have to cancel Courses on the day, for example where a facilitator is sick. We will act reasonably to avoid cancellation but in such situations we will offer a replacement date for the Course. We will not be responsible for any costs or losses incurred by delegates in such situation.

5 ONLINE BOOKINGS

5.1 **Portal.** Online Bookings must be made via the Portal.

5.2 **Website failure.** As the Portal is not operated by us we are not responsible for any unavailability of the Portal or errors in Online Bookings. In the event of Portal failure please contact us for assistance.

5.3 **Availability.** We reserve the right at our discretion to cease availability of Online Bookings at any time.

6 HOW TO PAY

6.1 **Payment.** Payment of the Course Fee is required prior to the date of the Course. Once a Booking is made you will receive confirmation and a proforma invoice within the Response Timeframe.

6.2 **On the day payment.** In exceptional circumstances and at our discretion we may accept on the day payment by credit card. This may be subject to an administration fee (as set out on the Portal). An authorisation code allowing you to attend the Course will be provided to you once payment in full of the Course Fee has been received. You will not be admitted to the Course without the authorisation code.

6.3 **VAT.** Course Fees are exclusive of VAT. Where VAT is payable you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Course Fee.

6.4 Failure to pay. If you fail to make payment of the Course Fee by the due date, then, without limiting our other rights and remedies we reserve the right to charge interest

on that sum at 5% per annum above the base lending rate from time to time of Barclays Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. We agree that this clause 6.4 is a substantial remedy for late payment of any sum payable under this for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

6.5 Expenses. Any travel, accommodation or subsistence costs incurred are entirely your responsibility.

7 CANCELLATION

7.1 Amendment. Amendments may be made to the Booking by notifying us in writing no later than 10 working days before the Course date.

7.2 Cancellation. You may cancel the Booking without charge by notifying us in writing no later than 10 working days before the Course date.

7.3 Late cancellation. Any cancellation notified to us less than 10 working days' before the Course date will still incur the full Course Fee.

8 SPECIAL REQUIREMENTS

8.1 Specific needs. We aim to ensure that our Courses are accessible to all. If you have any special requirements, including language or literacy issues, these must be communicated to us at the time of Booking

8.2 Wheelchair Access. Wheelchair access is only available at the Eakring site and must be specified on the Booking. If wheelchair access is required please contact us prior to making the Booking.

8.3 Visas. We welcome delegates from overseas but it is your responsibility to ensure that the delegate(s) have a valid visa and can comply with all immigration requirements before Booking a Course. Please note that our Courses do not qualify you for a student visa.

9 COURSE

9.1 Joining instructions. Joining instructions will be sent to you within the Response Time.

9.2 Venue. The joining instructions will include all policies applicable at the training venue, for example, health and safety requirements. These policies must be adhered to at all times,

9.3 Late arrivals. If you arrive after the Course starting time the Course facilitator may, at their discretion, refuse Course attendance. In such circumstances the full Course Fee will remain payable.

9.4 Exclusion. The Course facilitator may at their discretion exclude a delegate from a Course whilst a Course is in progress. In such circumstances the full Course Fee will remain payable.

9.5 **Materials.** All materials used for the Courses are owned by us. No content may be copied, reproduced or used in any way without our prior written permission. Any such use is strictly prohibited and will constitute an infringement of our intellectual property rights.

10 LIABILITY – YOUR ATTENTION IS DRAWN TO THIS CLAUSE

10.1 **Our liability.** Nothing in the Contract limits or excludes our liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation.

10.2 **Exclusion.** Subject to clause 10.1 we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect or consequential loss.

10.3 **Total liability.** Subject to clause 10.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Course Fee paid by you.

11 HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 **Personal data.** We will use any personal information you provide to us to:

11.1.1 provide the Course;

11.1.2 process your payment;

11.1.3 for marketing purposes; and

11.1.4 for accreditation purposes by us or EUSR.

11.2 **Privacy Policy.** Further details of how we will process personal information are set out in <http://www2.nationalgrid.com/uk/privacy-policy/>.

12 COMPLAINTS PROCEDURE

12.1 **Complaints.** We are committed to providing a high standard of customer care. If you are not happy with any element of the service you receive from us or the Course then please contact us on natgrid.externaltraining@nationalgrid.com to discuss.

13 GENERAL

13.1 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations.

13.2 **Severance.** Each paragraph of these Terms operates separately. If any court decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force.

13.3 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

13.4 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.