

TERMS & CONDITIONS

1. General

The following terms and conditions apply between EARTHLY SUPPLY COMPANY – a.k.a. ‘EYS’ - and the Client for the supply and delivery of training courses and training materials in accordance with any order confirmation authorised by EYS to the Client. Proposals are made and order/enrolment forms accepted subject to these Terms and Conditions.

2. Definitions

Training – The service supplied by EYS to the Client that provides the Student[s] with the knowledge, skills and qualifications to undertake their duties competently, safely, and legally as described in EYS’s published material.

Client – The representative or individual with authority to make an agreement with EYS to supply and deliver a training course and training materials.

Student[s] – The individual[s] named as attendees on the course enrolment form.

3. Course booking procedure

Bookings can be made by emailing team@eys-training.com.

EYS will use the information provided on the enrolment form to print Student certificates. The Student is responsible for ensuring all details on the enrolment form are correct and legible. Access to the pre-requisite online courses will be made available to the Student 15 (fifteen) calendar days before the classroom workshop and will be available to Students for a period of 3 (three) months.

4. Cost and Payment Procedure

Unless otherwise indicated, written quotations and/or proposals remain valid for 30 (thirty) calendar days. All prices are subject to VAT if applicable. Course costs are available on request to team@eys-training.com.

The Client may pay the course costs by a) bank transfer b) bank card payments (with a possible minimum 3% processing fee) c) Paypal account (if available for the course).

Bookings are only confirmed by the payment of a deposit of 50% including VAT of the full price of the course including VAT. Any booking made without a deposit payment is considered an enquiry only and the Student will be placed onto a waiting list.

The 50% balance of the course fee must be paid no later than 15 (fifteen) calendar days before the course starts. If you are unable to make full payment before the start of the course, please contact your training centre.

If booking is made less than 15 (fifteen) calendar days prior to the course start date, full payment is to be made by the Client to EYS upon booking.

No training services will be provided unless payment conditions have been satisfied. If fees are not paid on time, EYS reserves the right to re-allocate course places to other Students.

5. Students Rights and Obligations

The minimum age to attend the training courses is 18 (eighteen) years of age. A valid photo identification (passport or any national identification document) will be required and will need to be presented on the first day of the course to the instructor, as proof of ID and age.

Courses are accessible to all Students that meet the entry requirements for attendance. Any Student who wishes to discuss any special requirements that they may need to have in place are encouraged to notify the EYS training team a minimum of 3 (three) working days prior to the course taking place so that arrangements can be made.

Any relevant prior certificates will need to be confirmed by the Student and presented on the first day of the course to office staff and/or to the training instructor. EYS is not liable for any loss, damage,

cost, expense or other claims incurred by the Student who cannot attend the course as result of inability to produce documentary evidence of the prerequisites.

It is the Client's responsibility to ensure that the course is suitable for his/her requirements.

The training courses that involve a practical component require the Student to be in good physical condition. Students can be required to sign a health declaration at the beginning of the course. EYS is committed to ensuring that all workplace environments, including classrooms, within its operations are both managed and used in a manner that is conducive to the safety of Students.

All of the Courses are delivered in English, and it is the responsibility of the Student to ensure they have a sufficient level of spoken and written English to understand the course content and to pass any verbal or written assessments. All training courses have an attendance requirement. EYS reserves the right to withhold the Student's certificate if an absence of more than 10% of the required attendance time of the course is noted by the instructor.

Only Students who have successfully completed the required education and training course for a particular subject will be eligible to take written examinations.

Producing and using a false document, such as a certificate of proficiency or course completion certificate, is a criminal offense (forgery) and is punishable by law. Should we become aware of forged certificates or certificates issued by EYS that have been manipulated, the appropriate authorities will be immediately informed.

6. Certification

Certificates are awarded at the discretion of the instructor and only to those Students who successfully complete the training, including the assessment(s). Certificates will only be handed to the Student upon presentation of valid photo identification. The cost of certificates produced and supplied by EYS are included in the course cost. Replacement certificates may be subject to additional cost.

7. Cancellation/Postponement and Refund Policy

We deliver our courses as far as reasonably possible and will do our best to deliver all programmed courses. However, if we fail to meet minimum number of bookings, if there are instructor issues or other unforeseen circumstances, we reserve the right to cancel the course. We strongly recommend that the Client organises transport and accommodation only if confirmation has been received that the course is running. In the unlikely event we cancel, the Client will be offered an alternative date or will receive a full refund. EYS is NOT liable for any costs incurred to attend the course and/or provisions made for attending the course.

If in the case of a Force Majeure event and EYS must close its training centre, any cancelled courses can be rescheduled and no refunds will be applicable.

EYS reserves the right to charge a cancellation fee in respect of courses already confirmed. Notice of all cancellations or postponements must be made in writing to team@eys-training.com. EYS shall provide confirmation on the same day if the cancellation e-mail is sent during business hours or otherwise on the first working day thereafter.

If the cancellation is initiated by the Client, payments will be refunded depending on date of cancellation.

If cancellation takes place 30 (thirty) days or more prior to course commencement, the Client may transfer his/her placement to the same course at a later date within 12 (twelve) months, subject to availability.

If cancellation takes place within 30 (thirty) days of course commencement, the Client is subject to forfeit the fees paid:

- For a cancellation between 30 (thirty) to 16 (sixteen) calendar days before the start of the course, the 50% deposit payment will remain as a credit. The remaining 50% of the course fee balance payment will be refunded if it has already been paid.

- For a cancellation between 15 (fifteen) to 6 (six) calendar days before the start of the course, the 50% deposit payment will not be refunded or remain as a credit. The remaining 50% payment will remain as a credit.
- For a cancellation within 5 (five) calendar days or less before the start date of the course, all payments are non-refundable and non-transferable.

Training credit will be valid for 12 (twelve) months from the first date of cancellation exclusively in the same location of the original booking.

Rescheduling of a course booking more than 30 (thirty) calendar days before the start day of the course is limited to twice within 12 (twelve) months of the original booking, after which your credit is forfeit.

8. Non-Attendance

If the Student does not attend a course, and EYS has not previously been informed, the full course fee remains payable.

9. Late arrivals and missed sessions

If the Student arrives late for a course, or is absent from any session, EYS reserves the right to refuse training if EYS feels that the Student gains insufficient knowledge or skill in the time remaining. In such cases, the full course fee remains payable. Any issues relating to the prevention of travel is not the responsibility of EYS.

10. Travel Arrangements

The Client is responsible for organising all travel arrangements to the specified training facility. EYS shall not be held responsible for any missed coursework resulting from delays in Student arrival.

11. Electronic Communication Devices

Student phones and other connected communication devices shall not be accessible throughout the duration of the classroom training courses. Devices will be placed in a locked box or cupboard from the Student's arrival in the morning until the Student leaves in the afternoon.

If the Student is expecting any urgent communication, they are encouraged to advise the EYS training team upon arrival in the morning.

All Students will be required to abide by any site rules and regulations operating at the training facility.

12. Intellectual Property

Any intellectual property rights, including copyright, arising from or in connection with the delivery of the training courses, belong to EYS.

No part of the training materials may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing to EYS as such materials are considered the sole property of EYS.

Nothing in this agreement shall be construed as giving the Client any right whatsoever over Intellectual Property belonging to EYS during the period of this Agreement, or at any time after its termination.

13. Privacy

EYS reserves the right to use all images taken at EYS' training facilities, and Students consent to be photographed by a representative of EYS during the training course.

EYS may store the names of the Students for the purpose of advising them of the availability of further courses in the future. EYS shall ensure that all reasonable and appropriate security measures are in place to protect personal data it holds and that it shall destroy or deliver the personal data upon written demand from the Students.

14. Liability

EYS is covered by relevant liability insurances. For any requests for information regarding this insurance please contact us by email (team@eys-training.com).

The information contained in all EYS training materials is distributed on an "As Is" basis, without warranty. While every precaution has been taken in the preparation of the training courses and associated literature, neither the author nor EYS shall have any liability to any person or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the instructions contained in the training materials.

15. Governing Law

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by French law.