



KING LIFTING

LIFTING EXPECTATIONS / PRIORITISING SAFETY

HEAD OFFICE

King Lifting Limited, 1 Rockingham Park,
Smoke Lane, Avonmouth, Bristol, BS11 0FJ

Tel 0117 982 1121

Email info@kinglifting.co.uk

www.kinglifting.co.uk

CONTRACT LIFTING / CRANE HIRE / PLANT AND MACHINERY MOVEMENT / TRANSPORT / TRAINING CENTRE

King Lifting Training Course and Qualification Terms & Conditions

1. About these Terms & Conditions

- These Terms & Conditions 'Conditions' form the whole of our 'Agreement' with you
- In these Conditions 'we' and 'us' means King Lifting Ltd (*Company Registration Number 1607970*) also known as King Lifting Training; 'you' means the individual or organisation booking a course, under these Conditions; 'Booking' means a request by you to book a course with us; 'Consumer' means any natural person who, in contracts to which the Consumer Protection (Distance Selling) Regulations 2000 apply, is acting for purposes which are outside his business; 'Course' means a King Lifting Ltd course; 'Credit Account' means a prearranged credit account with us; 'Delegate' means an individual enrolled on a course by you; 'Equality Policy' means our policy to ensure that no individual receives less favourable treatment than any other on the grounds of sex, race, colour, nationality, ethnic origin, religion/ belief, age, marital status, sexual orientation, political belief, disability, irrelevant offending background or for any other reason which cannot be objectively justified; 'Reasonable Adjustments' means reasonable adjustments either in accordance with relevant equal opportunities legislation or as part of what we deem to be good practice.
- These Conditions replace all other terms and conditions previously applicable and shall apply to any booking to the exclusion of any other terms and conditions.

2. Booking

- You may make a booking on our website, or by telephoning our bookings staff on 0117 370 8775
- Booking a course shall be regarded as an offer by you to book a course under these conditions
- As soon as is reasonably practicable, you shall provide us with any special requirements a Candidate may have, particularly with regard to mobility and access

3. Confirmation

- Acceptance of your offer will take place on sending you email confirmation of your booking. Our acceptance of your booking brings into existence a legally binding agreement between us, agreeing to our terms and conditions
- Joining instructions will also be sent as part of the email confirmation. If you have booked over the phone and do not receive the joining instructions within 7 days of the course start date you must notify us immediately. We do not send out joining instructions until payment is received in full

4. Price

- A standard course price is as listed in our published price list. We reserve the right to change prices listed without notice
- The price of a bespoke course is as confirmed by us in writing
- Course prices do not include meals (*unless we notify you otherwise*), travel, parking costs, accommodation, or any other cost incurred as a result of or in connection with a course
- Value Added Tax (VAT) will be added to all taxable supplies at the current rate

5. Payment

- King Lifting require all courses to have been prepaid with cleared fund transferred into our bank account prior to booking confirmation being sent
- King Lifting will accept most form of payment
- All payments must be made in UK Sterling (*GB Pound*)
- No payment shall be deemed to have been received until we have received cleared funds



KING LIFTING

LIFTING EXPECTATIONS / PRIORITISING SAFETY

HEAD OFFICE

King Lifting Limited, 1 Rockingham Park,
Smoke Lane, Avonmouth, Bristol, BS11 0FJ
Tel 0117 982 1121
Email info@kinglifting.co.uk
www.kinglifting.co.uk

CONTRACT LIFTING / CRANE HIRE / PLANT AND MACHINERY MOVEMENT / TRANSPORT / TRAINING CENTRE

- Without prejudice to any other right or remedy available to us if payment is not received when due we shall be entitled to:
 - Cancel the agreement; and/or
 - Suspend the delivery of any other course to you; and/or
 - Withhold the issue of any applicable course certificate; and/or
 - Include interest on the amount outstanding from the date when such payment is due until the date of actual payment (*both after as well as before judgment*) at a rate per annum of 4 per cent above the base rate from time to time of Barclays Bank Plc
 - If we must recover the outstanding payment recovery costs are to be paid by you

6. Individuals

- If not paying in full at the time of booking (*for example: through a special agreement*), the balance of the invoice must be received within 14 days of the date of our invoice. If the Booking is made less than 21 days prior to the course start date, it must be paid in full

7. Credit Accounts

- Subject to credit checks, for payment being made through an active credit account, the balance of the invoice must be received within 30 days of the date of our invoice or immediately if the booking is made less than 21 days prior to the course start date

8. Transfer

- If you wish to transfer to an alternative date for the same course your request must be made in an email to training@kinglifting.co.uk and you must ensure that your request:
 - Is received no less than 21 days before the original Course start date, and
 - State the date to which you wish to transfer to (*which must be within twelve months of the original course start date and not be fully booked already*)
 - The transfer option of a course can only be sanctioned once
 - If you transfer to an alternative course date you may not cancel your booking under clause 10.

9. Cancellations

- In the event you are a Consumer:
 - You have the right to cancel the agreement and receive a refund. You must inform us in writing if you wish to cancel within seven working days, starting on the day after the agreement is concluded (*this is the 'Cooling Off Period'*)
 - If the course start date occurs within the cooling off period, your cancellation rights will be suspended
 - Your statutory rights are not affected
- Individuals & Credit Accounts: Subject to condition 9, if you wish to cancel a booking and your cancellation is received:
 - More than 21 working days before the course start date we shall refund you the course price (*Deposit non-refundable*)
 - Between 20 working days and 10 working days before the course start date we shall refund you 50% of the course price (*Deposit non-refundable*)
 - Less than 10 working days before the course start date we shall not refund you the course price (*Deposit non-refundable*)



KING LIFTING

LIFTING EXPECTATIONS / PRIORITISING SAFETY

HEAD OFFICE

King Lifting Limited, 1 Rockingham Park,
Smoke Lane, Avonmouth, Bristol, BS11 0FJ
Tel 0117 982 1121
Email info@kinglifting.co.uk
www.kinglifting.co.uk

CONTRACT LIFTING / CRANE HIRE / PLANT AND MACHINERY MOVEMENT / TRANSPORT / TRAINING CENTRE

10. Cancellation by us

- All Courses are subject to availability and demand, and it is your responsibility to confirm the status of a course with our bookings staff prior to the course start date
- We reserve the right at any time:
 - To cancel courses and refund in full. No further liability will be accepted
 - To vary course dates, programmes, speakers, and venues
- We shall endeavour to inform you as soon as possible of any course cancellation or variation
- Although every effort has been made to ensure the accuracy of information contained within our literature and materials, including any course description, we do not accept responsibility for any errors or omissions. We reserve the right to cancel any booking for a course where any such error or omission has occurred, even after we have accepted such a booking

11. Candidates

- Prior to a candidate attending a course it is your responsibility to bring these terms and conditions to their attention
- You agree to indemnify us in respect of any loss, damage, or injury caused to the property of us, our employees, or any third party by the conduct, act, or omission of a candidate
- Candidates shall be required to comply with all the rules, procedures, policies, and guidelines in place at the course venue and/or our premises, including but not limited to health and safety and security procedures
- Candidates are not allowed to bring the following on to our premises:
 - Alcohol; or
 - Substance; or
 - Any object that could be used to threaten or injure another person (*including any knife or other type of sharply bladed or pointed object or gun or other firearm*)
- If we consider that a candidate is not adhering to our Equality Policy and/or our 'Dignity & Respect' guidelines such candidate may, at our sole discretion, be required to leave the course and our premises (*if applicable*) immediately. We shall not be liable for any refund or compensation in such circumstances
- If we consider that:
 - A candidate is under the influence of alcohol or illegal substances, in possession of illegal substances, misusing legal substances, unsuitably dressed, or behaving in a threatening, abusive, or otherwise unacceptable manner; (summary of Drug & Alcohol Policy) and/or
 - A candidate is a risk to the health and well-being of themselves and/or others; and/or
 - A candidate's course attendance times are unacceptable; such candidate shall be required to leave the course and our premises (*if applicable*) immediately. Other than where a candidate is required to leave for a reason outside their reasonable control, we shall not be liable for any refund or compensation in such circumstances
- Prior to making a booking it is your responsibility to ensure that a candidate has the:
 - Physical ability; and/or
 - Communication skills; and/or
 - Literacy and/or numeracy skills; that is/are required for a candidate to attend and complete the course on which they have been enrolled and for which we are not able to make reasonable adjustments



KING LIFTING

LIFTING EXPECTATIONS / PRIORITISING SAFETY

HEAD OFFICE

King Lifting Limited, 1 Rockingham Park,
Smoke Lane, Avonmouth, Bristol, BS11 0FJ
Tel 0117 982 1121
Email info@kinglifting.co.uk
www.kinglifting.co.uk

CONTRACT LIFTING / CRANE HIRE / PLANT AND MACHINERY MOVEMENT / TRANSPORT / TRAINING CENTRE

- If a candidate does not possess the physical ability and/or the skills set out in this condition either:
 - In our reasonable opinion; and/ or
 - The candidate's opinion and we have not been able to make reasonable adjustments such candidate shall be required to leave the course and our premises (*if applicable*) immediately. We shall not be liable for any refund or compensation in such circumstances
- If you and/or a candidate have any doubts relating to the physical ability of a candidate, reference should be made to a medical doctor. The onus is entirely with you and/ or the candidate to ensure that the candidate has the physical ability required to attend a course
- Subject to condition 5, for those courses where a course certificate is ordinarily issued, a course certificate shall be issued to a candidate who has, in our opinion, successfully completed and attended any such course and, if relevant, attained a sufficient level of competence
- You shall forward on any issued course certificate to the applicable candidate

12. Intellectual Property

- The names, images and logos identifying King Lifting Ltd, and King Lifting Training are proprietary marks of King Lifting Ltd
- All other trademarks, brand names, product names and titles and copyright used in our prospectus, or the training material are trademarks, brand names, product names or copyrights of their respective holders. No permission is given by King Lifting Ltd in respect of the use of any of them and such use may constitute an infringement of the holder's rights
- Copyright subsists in our literature (*including our course catalogue and training material*) and no part of our literature may be reproduced in any form without our prior written consent

13. Liability

- Nothing in this agreement is intended to limit liability for death or personal injury caused by our negligence
- Subject to the above condition we shall not be liable to you:
 - For any indirect, special, or consequential loss of any nature whatsoever; or
 - For any loss of profits, business, contracts, revenue, goodwill, contracts, or anticipated savings or for any administrative inconvenience or disappointment
 - Our liability to you in contract, tort, or otherwise is limited to the course price
- We accept no liability for any reliance placed upon the contents of any course literature supplied. The said material is intended for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances
- We shall not be liable for any loss or damage caused to a candidate's vehicle on our premises unless caused by our wilful misconduct.
- We shall not be liable to you and/or a candidate for any loss or damage to property caused by an event outside our reasonable control (*including the misconduct or negligence of another candidate*) or where the candidate remains in exclusive charge of the property concerned. Candidates are recommended to have insurance in place to cover loss, damage, or theft of their personal effects and money.
- We shall not be liable to you for any delay or for the consequences of any delay in performing our obligations under this agreement if such delay is due to any cause or circumstance beyond our reasonable control (*including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, epidemic, pandemic, or accident*) and we shall be entitled to a reasonable extension of time for performing such obligations



KING LIFTING

LIFTING EXPECTATIONS / PRIORITISING SAFETY

HEAD OFFICE

King Lifting Limited, 1 Rockingham Park,
Smoke Lane, Avonmouth, Bristol, BS11 0FJ

Tel 0117 982 1121

Email info@kinglifting.co.uk

www.kinglifting.co.uk

CONTRACT LIFTING / CRANE HIRE / PLANT AND MACHINERY MOVEMENT / TRANSPORT / TRAINING CENTRE

14. Data Protection

- By booking a course you consent to our processing the personal data you provide for the purposes set out in this condition
- Where you provide us with an individual's personal data you warrant and represent that you do so with their consent and that you have informed them of our identity and the purposes set out in clause for which their personal data will be processed
- We may use the personal data you provide for the purposes of administration (*including candidate registration and recording of qualifications*); statistical analysis; customer services, and keeping you and/or a candidate informed of our products and services (*if you and/or a candidate do not wish to be contacted in this way you and/or a candidate can contact us at any time*)
- We will abide by current data protection legislation at all times in the handling, processing, and storage (*if necessary*) of personal information

15. Privacy Policy

- We do not store credit card details, nor do we share customer details with any third parties. For online bookings, credit card information is handled separately through the payments system via our credit control department and processed in accordance with the strict rules and legislation to which they are bound

16. CPCS Courses

- All training courses are scheduled for an 08:00 start. Those who are late for training days may join the course if it is already underway, however, they may have missed vital parts of the course. Every effort will be made to ensure any missed information is given to the candidate for revision if practical to do so.
- Late arrivals on test day cannot be allowed to undertake their test, as test times are pre-notified and fixed with CPCS. Test times will be allocated on the first day of training courses by the Training Instructor. Any difficulties must be raised on the first day.
- The theory test is a verbal test and will be video recorded (*except A61, which is written*).
- The practical test may be video recorded and all candidates will be given details of the terms and conditions and data protection statement to sign.
- Candidates will be required to bring with them:
 - PPE (*Personal Protective Equipment*): hard hat, hi-viz vest, safety boots, and gloves. In cases of incremental weather, please bring along waterproof hi-viz clothing
 - A form of photographic identification i.e., a valid and current Driving Licence (*UK or non-UK Licence*), Passport (*within six months of expiry*) or UK Government Identity Card
 - The relevant CITB Construction Industry Health, Safety & Environment Test Pass Certification
 - CPCS A40 - OPS (Operatives)
 - CPCS A60 - OPS (Operatives)
 - CPCS A02 - OPS (Operatives)
 - CPCS A62 - SUPS (Supervisors)
 - CPCS A61 - MAPS (Managers & Professionals)

17. CPCS Tests

- King Lifting do not offer refunds on failed tests as we must pay CPCS for the theory/practical test regardless of whether the delegate achieves or not. Therefore, if you believe that you/your candidate may not pass the theory test, we recommend that you book this first and then proceed onto booking the practical element once



KING LIFTING

LIFTING EXPECTATIONS / PRIORITISING SAFETY

HEAD OFFICE

King Lifting Limited, 1 Rockingham Park,
Smoke Lane, Avonmouth, Bristol, BS11 0FJ
Tel 0117 982 1121
Email info@kinglifting.co.uk
www.kinglifting.co.uk

CONTRACT LIFTING / CRANE HIRE / PLANT AND MACHINERY MOVEMENT / TRANSPORT / TRAINING CENTRE

the theory has been achieved. For further information or advice surrounding this matter, please contact our training centre on 0117 370 8775.

18. NVQ Qualifications

- A cancellation of an NVQ must be made in writing and the following cancellation charges will apply:
 - Within 5 days of booking the NVQ (*if registration has not been processed*) – no charge
 - Admin & Registration completed – £250 + VAT
 - If the booking has been processed, induction day has been booked and arranged – 50% fee
 - If the first assessor visit has already been completed – 100% fee

19. Mobile Phone Usage

- May we remind that all candidates must not use mobile phones for the duration of the course. Mobile phones and personal devices must be left in the secure lockers provided. They may of course catch up with any emails, phone calls on their breaks and lunchtime.

20. Winding Off, Safe Plant Operations & General Safety

- Some courses are subject to safety restrictions, safe operating parameters (*i.e., wind speeds, lightening, snow, ice, plant malfunction, etc.*) and safe operating conditions, we may have to suspend, change, replace, and cancel courses, training, testing, in part and/or the whole course for safety reasons
- We reserve the right at any time to cancel a course, testing, training on safety grounds
- We shall endeavour to inform you as soon as possible of any course cancellation or variation
- We shall endeavour to rebook you as soon as possible of any course cancellation or variation

21. General

- Without waiver or limitation of any rights or remedies we shall be entitled to set-off any and all monies owed by us to you against any and all monies owed by you to us under this or any other contract
- A person who is not a party to this agreement has no right under the UK Contracts (*Rights of Third Parties*) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act
- The headings in this agreement shall not affect its interpretation
- If any part of this agreement is held to be illegal or unenforceable (*including any provision in which we exclude our liability to you*) the validity and enforceability of any other part of the agreement will not be affected
- The agreement between us shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us

22. How to contact us

- You can contact our bookings staff by telephone on 0117 370 8775, by email on training@kinglifting.co.uk or by post to:

King Lifting Training Centre,
1 Rockingham Park,
Smoke Lane, Avonmouth,
Bristol, BS112 0FJ.

Our office hours are 08:00-16:45 Monday to Friday excluding public holidays (*in England & Wales*)