



RSP UK Training Terms and Conditions, version 01/2023

1 Interpretation

1.1 Definitions:

Charges means the charges payable by the Customer for the Training in accordance with clause 5.

Conditions means the training terms and conditions as set out in this document.

Contract means the contract between RSP and the Customer for the delivery of Training consisting of these Conditions and the Order Confirmation or the Training Quotation (as applicable) together with any documents referred to in these Conditions and the Order Confirmation or the Training Quotation (as applicable).

Contract Effective Date means the date on which the Contract comes into effect in accordance with clause 2.

Customer means the person or firm who is named on the relevant Order Confirmation or Training Quotation and who arranges for one or more Delegate(s) to attend the Training provided by RSP.

Data Protection Legislation means all applicable laws that relate to data protection, privacy, the use of Personal Data and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including (to the extent applicable), the General Data Protection Regulation (EU) 2016/679, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Delegate(s) means an individual or representative employed by or associated with the Customer and who is scheduled by the Customer to attend the Training.

Goods means the RSP suction excavator, related equipment and/or any other items which RSP agrees to provide to the Customer as set out in an Order Confirmation.

Joining Instructions means the joining instructions documentation provided to the Customer prior to commencement of the Training.

Order Confirmation means an order confirmation form which is to be completed by RSP and acknowledged and accepted by the Customer and which relates to, as well as the sale of Goods by RSP to the Customer, the provision of Training.

Personal Data has the meaning given to it in the UK GDPR.

RSP means RSP UK Suction Excavators Ltd of Unit 1, High Barns Farm, Bedford Road, Roxton, Bedfordshire MK44 3ET.

Training means training courses and/or other training-based services as specified in the applicable Order Confirmation or Training Quotation.

Training Material means any materials or documents provided by RSP as part of the Training.

Training Quotation means a training quotation document containing a quote for the Training which is to be completed by RSP and acknowledged and accepted by the Customer.

UK GDPR has the meaning given in the Data Protection Act 2018.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2 Basis of the Contract

The Contract shall come into effect:

(a) when the Customer signs and returns the Order Confirmation (which includes, for the avoidance of doubt, the provision of Training) to RSP provided that the Customer signs and returns such Order Confirmation within the period specified in the Order Confirmation (or, if no such period is specified, within 30 days from the date of the Order Confirmation); or

(b) where Training is purchased from RSP on a standalone basis, when the Customer signs and returns the Training Quotation to RSP provided that the Customer signs and returns such Training Quotation within the period specified in the Training Quotation (or, if no such period is specified, within 30 days from the date of the Training Quotation).

3 Supply of the Training

3.1 RSP shall use reasonable endeavours to supply the Training to the Customer in accordance with the Contract in all material respects but reserves the right to change the course content of any Training course at any time and without notice.

3.2 The Customer must book and undertake any Training:

(a) if such Training is purchased at the same time as the purchase of Goods, within six months of the date of the delivery of the relevant Goods (and unless agreed otherwise by RSP, RSP shall not be required to provide the Training earlier than the date of delivery of the relevant Goods); and

(b) if such Training is purchased from RSP on a standalone basis, within the first six months of the Customer's acceptance of the Training Quotation.

3.3 RSP shall use reasonable endeavours to meet any specified Training dates, but any such dates shall be anticipated dates only and may be subject to alteration.

3.4 RSP reserves the right to amend the Contract if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training.

3.5 Notwithstanding the above clauses, RSP reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, RSP will (at its sole discretion) offer alternative dates or offer the Customer a full refund, and in each case this shall be the Customer's sole remedy.

3.6 In the event that RSP uses a third party service provider in relation to any aspect of the Training (including any instructors and/or materials), RSP's provision of such Training shall, in addition to these Terms, be subject to such additional third party terms as RSP may notify to the Customer.

3.7 Training will generally be delivered at the RSP UK Training Centre in Bedford unless otherwise agreed or specified by RSP in writing. If RSP agrees in writing to provide Training at any other location, the Customer shall be responsible for (and shall be solely liable for any costs in relation to) (a) arranging premises for the delivery of the Training by RSP which is appropriate and provides a safe, controlled environment, including meeting rooms and/or premises for practical demonstrations and/or exercises as required, (b) arranging and paying for accommodation for the course trainer if required by RSP and (c) any travel expenses incurred by RSP. If RSP incurs any costs or expenses in relation to any of the foregoing, RSP shall be entitled to provide an additional invoice to the



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- Customer for the same and the Customer shall promptly reimburse RSP for such costs and expenses.
- 4 Customer's obligations**
- 4.1 The Customer shall:
- (a) co-operate (and ensure the Delegate co-operates) with RSP in all matters relating to the Training;
- (b) before the Training commences, provide RSP with any information which may reasonably be required by RSP in relation to the organisation of the Training, including, but not limited to, further details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects;
- (c) prior to and during the Training, ensure the Customer and any Delegates comply with the requirements in the Joining Instructions provided to the Customer;
- (d) before the Training commences, ensure RSP is provided with all necessary documentation accurately completed and signed by Delegates to enable RSP to share Delegates' information with the accredited training bodies;
- (e) ensure the Customer and Delegates comply with all requirements in any such terms and conditions provided by accredited training bodies or any other third parties prior to and during the Training;
- (f) ensure that the Delegate(s) bring their ID and any relevant driving licences to the Training in line with the requirements in the Joining Instructions; and
- (a) supply a fully functioning suction excavator for use in the Training and any tests, and other relevant equipment specified in the Order Confirmation, Training Quotation or Joining Instructions, unless agreed in writing otherwise with RSP. If a Customer is unable to provide a suction excavator, provided that the Customer notifies RSP at the time of booking, at RSP's sole discretion (and subject to availability) RSP may be able to provide the Customer with a suction excavator for Training purposes at additional cost to the Customer (cost to be notified by RSP to the Customer on request and such costs to be paid by the Customer in advance of the relevant Training). However, RSP has no obligation to provide a suction excavator for Training purposes to the Customer.
- 5 Charges and payment**
- 5.1 The Charges for the Training shall be as set out in the Order Confirmation or the Training Quotation (as applicable).
- 5.2 Where the Customer is purchasing Training at the same time as the purchase of any Goods, then the Customer shall (unless expressly stated otherwise in the Order Confirmation) pay the Charges for Training at the same time as the charges for the Goods as required under the terms of the Order Confirmation.
- 5.3 Where the Customer is purchasing Training on a standalone basis, the Customer shall (unless expressly stated otherwise on the Training Quotation) pay the Charges in full (a) where there are fewer than 60 days between the Contract Effective Date and the date on which the Training commences, immediately on the Contract Effective Date or (b) in all other cases, within 30 days of the Contract Effective Date. The Customer shall pay such Charges to the bank account as notified by RSP to the Customer.
- 5.4 Failure by the Customer to pay any Charges when they fall due may (at RSP's discretion) result in:
- (a) the Delegates' place on the Training being withdrawn;
- (b) RSP ceasing to provide the Training; and/or
- (c) RSP withholding any certification due to the Delegates from the Training.
- 5.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay RSP any sum due under the Contract on the due date RSP reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 5.6 All sums payable to RSP under the Contract:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6 Cancellation**
- 6.1 The Customer may cancel Training by providing no less than 30 days' notice before the start of the Training in writing by email to RSP at training@rsp-uk.co.uk.
- 6.2 If the Customer cancels the Training by providing at least 30 days' notice before the scheduled start date of the Training, RSP will endeavour to work with the Customer to agree a rescheduled date for the Training, however the Customer will not automatically be entitled to any refund and any refund shall be provided at RSP's sole discretion.
- 6.3 If the Customer cancels the Training on less than 30 days' notice before the scheduled start date of the Training, RSP will not be required to agree a rescheduled date for the Training and RSP will not provide the Customer with any refund.
- 6.4 Training may only be cancelled by the Customer in accordance with this clause 6. If a Delegate fails to attend all or part of any Training (unless RSP has cancelled the Training in accordance with clause 6.6), full payment of the Charges shall still be required and RSP shall have no obligation to reschedule the Training with the Customer.
- 6.5 In the exceptional event that RSP agrees in writing to any refund, RSP shall make such refund applicable through the original mode of payment only and will be subject to the deduction by RSP of a £25.00 administration fee plus VAT per delegate.
- 6.6 RSP reserves the right to alter its published fees, venues or course dates without prior notice, and reserves the right to cancel courses at its discretion, in which case liability will be restricted to the refund of any fees paid to RSP for the Training (or, if the Training is included within the overall price of the Goods purchased by the Customer from RSP, to the refund of the amount within the overall purchase price that RSP allocates to the Training).
- 7 Intellectual property rights**
- 7.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by RSP.



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- 7.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Materials without the prior written consent of RSP.
- 8 Data Protection**
- Any Personal Data collected by RSP in relation to the Training shall be processed in accordance with the applicable Data Protection Legislation and RSP's Privacy Policy (available at <https://www.rsp-uk.co.uk/en/service/customerservice/training>) In the event that a Customer organises Training on behalf of a Delegate, the Customer agrees to provide RSP's Privacy Policy to the Delegate.
- 9 Limitation of liability**
- 9.1 Nothing in the Contract limits any liability which cannot legally be limited, including, but not limited to, liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2 Subject to clause 9.1:
- RSP shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;
 - RSP's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract shall be limited to the lower of:
 - the fees paid by the Customer to RSP for the Training (or if the price of the Training is included within the overall price of the Goods, the amount within the overall purchase price that RSP allocates to the Training); and
 - £1,500.00; and
 - RSP accepts no liability for any reliance placed upon the contents of any Training Materials and/or loss or damage caused to a Delegate's equipment used during Training.
- 9.3 The terms implied by sections 13 to 14 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4 This clause 9 shall survive termination of the Contract.
- 10 Termination**
- 10.1 Without affecting any other right or remedy available to it, RSP may terminate the Contract by giving written notice with immediate effect (or as of a date specified in such notice) to the Customer if:
- the Customer (or one or more of its Delegates) commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 calendar days after being notified in writing to do so; or
 - the Customer fails to pay any Charges due under the Contract on the due date for payment.
- 11 Force majeure**
- RSP shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of RSP or any other party), illness or any unexpected unavailability of a Training instructor (whether due to RSP or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors.
- 12 Variation**
- RSP is entitled to vary these Conditions from time to time by giving notice to the Customer.
- 13 Waiver**
- No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14 Severance**
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 15 Entire agreement**
- 15.1 The Contract shall constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. However, nothing in this clause shall limit or exclude liability for fraud.
- 16 Assignment and subcontracting**
- 16.1 The Customer shall not, without the prior written consent of RSP, assign, transfer or otherwise deal in any way with any of its rights and/or obligations under the Contract, and such consent may be withheld in RSP's sole discretion.
- 16.2 RSP may at any time assign, transfer or otherwise deal in any way with all or any of its rights or obligations under the Contract.
- 17 No partnership or agency**
- Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have authority to act as agent for, or to bind, the other party in any way.



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18 Third party rights

The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

19 Notices

19.1 Any notice given under the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case). Any notice given by one party to the other (including to cancel any Training) shall be delivered by hand or sent by post by special delivery (with a requirement for the recipient to sign upon delivery) or email (which, where RSP is the recipient, shall be sent to training@rsp-uk.co.uk). However, nothing in this clause shall prevent RSP and the Customer from conducting practical and/or day-to-day communications via any appropriate method.

19.2 A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email). A notice delivered by hand or sent by

special delivery shall be deemed to have been received at the time when the recipient signs for the delivery. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20 Governing law

The Contract and any dispute or claim arising out of or in connection with the Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).