

NAMBEX LTD TERMS AND CONDITIONS of SERVICE

The Company Details	<p>NAMBEX Limited (Company number 11477538)</p> <p>Nambex Ltd Suite 9, Cobalt House, Centre Court Sir Thomas Longley Road Medway City Estate Rochester, Kent ME2 4BQ</p>
Company	<p>NAMBEX Ltd, whose business is the provision of all services associated with the activities of an Instructor training and accreditation company.</p>
The Training Company / Instructor	<p>Any Accredited Member of the Body, individual or company who requests a quotation or an order for goods and services supplied by NAMBEX Ltd.</p>
Goods and Services	<p>Information, training materials, courses, visual aids, clothing, annual / monthly membership, certification and any other services provided by NAMBEX Ltd.</p>
Returns	<ul style="list-style-type: none"> • You have 14 calendar days to return an item from the date you received it. • To be eligible for a return, your item must be unused and in the same condition that you received it. • Your item must be in the original packaging. • You will need to provide a copy of the receipt or proof of purchase for the item you wish to return. • All returns must be sent tracked to us via recorded delivery at your own expense. Postage and packaging costs incurred are the responsibility of the sender returning the item and will not be refunded. A tracking number will be requested as proof of postage. <p style="text-align: center;">*See: Shipping, returns and cancellation policy.</p>

<p>Application</p>	<p>Unless agreed in writing by NAMBEX Ltd, these conditions will apply to all members:</p> <ul style="list-style-type: none"> • Orders received / accepted and all contracts to be undertaken by a Training Company / Instructor. In the event of conflict, these conditions will prevail. All courses provided by the Training Company / Instructor shall be given in accordance with ACOP L117. http://www.hse.gov.uk/pubns/books/l117.htm • Any infringements of these training policies and / or procedures, will be the sole responsibility of the Training Company / Instructor, not NAMBEX Ltd. • Any Training Company / Instructor who wishes to become a Member of NAMBEX Ltd, will be required to submit proof of public liability insurance and professional indemnity insurance. NAMBEX Ltd reserve the right to withhold any applications for operator's certificates until such proof is ascertained.
<p>Delivery</p>	<ul style="list-style-type: none"> • Every order for goods will be accepted by NAMBEX Ltd in good faith, but the company cannot guarantee delivery by a particular date or time and shall not be liable for any loss or damage to any goods received. • All goods ordered from NAMBEX Ltd will be sent to the registered Instructors address. • Unless otherwise stated, prices quoted by NAMBEX exclude VAT and any courier postage / delivery charges. <p style="text-align: center;">*See: Shipping, returns and cancellation policy.</p>
<p>Payment</p>	<ul style="list-style-type: none"> • All goods are to be paid for before the order is sent out. Payment of annual membership (from the second year) can be completed in one of two ways: <ol style="list-style-type: none"> a) A one-off payment b) Monthly payments • Any missed payments will result in all certificates applied for being withheld, until your accounts arrears are settled in full. • If payment is made in full, the registered training company / instructor will receive 12 free operator study books upon course completion. • If payments are made via a monthly subscription, the registered company / instructor will receive 2 free operator study books upon course completion. • Operator study books will be available to purchase online. • If a cheque is received for payment, which when banked does not clear, NAMBEX Ltd reserves the right to charge the purchaser administrative costs and bank charges. • Payments can be made via all major credit/debit cards, Telephone, PayPal, BACS and Standing order • We do not accept CASH • All prices are subject to change without prior notice

Title	NAMBEX Ltd retains the right to withhold goods from the customer until full payment has been received for the item(s) ordered.
Cancellation of Membership	<ul style="list-style-type: none"> • If a training company or instructor’s annual membership is being paid for via monthly payments, NAMBEX Ltd requires 30 days’ prior written notice if the training company / instructor wants a cancellation of annual membership. If cancelled part way through a month, the training company / instructor who wishes to cancel will be charged to that month’s end. • If a member cancels their annual membership, and at a later date, wishes to re-join NAMBEX Ltd as a member, they will be required to: <ul style="list-style-type: none"> A) Pay the membership fee plus VAT regardless of how long they became a non-member for (e.g. cancelled membership March 2018 and re-joined August 2018 – yearly membership fee plus VAT regardless). <p style="margin-left: 20px;">Or</p> B) Remain as a non-member for a period of one year and re-apply via a two-day Instructor’s conversion course.
Intellectual property Rights	<ul style="list-style-type: none"> • All Property Rights including and without limitation copyright, design rights, intellectual property, logo’s and trademarks displayed upon physical and non-physical products, samples, online materials such as websites and social media platforms, designs, documents and drawings supplied by NAMBEX are the sole property of NAMBEX Limited and may not be copied or used without the Company’s prior written consent. • The Purchaser shall indemnify NAMBEX Ltd against all liabilities (including the costs of defending unsuccessful actions) arising as a result of work done and Goods supplied by the Company in accordance with the Purchaser’s specifications, instructions or designs and which infringes or it’s alleged infringement of any patent, trade mark, copyright or the intellectual property rights of any third party.

NAMBEX MEMBERS TERMS AND CONDITIONS

- 1) NAMBEX Ltd will provide all members with access to all relevant legal information required to complete an Instructor / Operator course. It is the sole responsibility of the course Instructor to deliver all relevant information to their candidates.
- 2) Every individual Instructor shall be required to provide their own PPE when delivering courses. A full range of PPE is required, consisting of:
 - Steel toe cap boots
 - Hi-Viz clothing
 - Hard hat
 - Gauntlets
 - Safety goggles
 - Ear defenders
 - Dust masks

When inspecting batteries and topping up, the correct type of gloves and apron should be available for you to use by the customer. However, the instructor is required to possess their own set of gauntlets, safety goggles and an apron in case the company fails to provide these.
- 3) When attending any instructor course, it is the sole responsibility of the candidate to provide their own PPE (Hi-Vis and steel toe cap boots).
- 4) In compliance with GDPR, the candidate must provide NAMBEX Ltd with proof of the following information:
 - Full name
 - Address
 - Date of Birth
 - Any certificates held for operating work equipment (dated within 6 months of Instructor course application)
 - Public Liability Insurance and Professional Indemnity Insurance (3 months grace period when attending a 10-day Instructor course)
- 5) Nambex fees for the 10-day instructor course are charged per candidate. This fee includes the first year's membership fee on the NAMBEX Ltd members register, identity card, certification and embroidered PPE. All fees exclude VAT. Complimentary products may also be issued at our discretion. It does not entitle the candidate to any free study booklets supplied by NAMBEX Ltd.
- 6) Nambex fees for a two-day Instructor's conversion course are charged per candidate. This fee includes the first year's membership fee on the NAMBEX Ltd members register, identity card, certification and embroidered PPE.

- 7) Nambex fees for an Annual Support Visit (ASV) are charged per candidate. This includes a year's membership on the NAMBEX Ltd members register, identity card, certification embroidered PPE. It also includes twelve free operator study booklets per year (one per month), if paid in full at time of application. There is also the option to pay for the Annual Support Visit (ASV) monthly (see NAMBEX website and NAMBEX company policy for more details).
- 8) Accredited members may be invited to attend workshop days (a reduced cost will be charged), this is where they can meet other instructors, advanced tutors and even the directors of Nambex Ltd. Workshop days are set up to broaden every instructor's ability to train on other types of work equipment, enabling them to instruct on that type from then on, as NAMBEX can supply them with certification for the specified equipment.
- 9) If a member cancels their annual membership, and at a later date, wishes to re-join NAMBEX Ltd as a member, they will be required to:
- A) Pay the yearly membership fee plus vat regardless of how long they became a non-member for (e.g. cancelled membership March 2018 and re-joined August 2018 – yearly fee plus vat regardless).
- Or**
- B) Remain as a non-member for a period of one year and re-apply via a 2-day Instructor's conversion course.
- 10) Accredited members have the option to pay for their ASV via monthly payments, this form of payment is only accepted after the initial member's registration fee has been paid in full (i.e. from the second year onwards).
- 11) Both a 2-day conversion course and a 1-day Annual Support Visit (ASV) will be held at the training company's / Instructor's own pre-booked jobs. NAMBEX Ltd needs to be provided with the following:
- A minimum of five working days' notice prior to the course commencing.
 - The address and postcode of where the course is to take place.
 - How many trainee operators will be attending the course.
 - Course starting times.
 - A contact number for the course Instructor, in case of any unforeseeable problems.
- 12) NAMBEX Ltd requires at least 48 hours' prior notice if a course needs to be cancelled or postponed. Notification must be made via email. A cancelled course will need to be re-booked within 3 months, otherwise:
- The Instructor will be taken off of NAMBEX Ltd members register.
 - The Instructor may be requested by NAMBEX Ltd to attend / set up a 2-day course, in which they will not qualify for the free study booklets.

- 13) In the event that a course has been cancelled after the 48-hour threshold, the Instructor will be required to:
 - Re-book the course within 6 weeks of cancellation (see NAMBEX Ltd Cancellation policy).
 - Attend / set up a 2-day course, in which they will not qualify for the free study booklets.
- 14) Through the duration of a 2-day conversion course or a 1-day Annual Support Visit (ASV), if the equipment is deemed as unsafe to continue, the course will be cancelled by the ASV advanced tutor (section 12 applies). However, if there is a similar piece of equipment available for use and it is safe to use, the course can continue as planned.
- 15) Every accredited member is required to supply NAMBEX Ltd with proof of their own operator's certification. This is added to their personnel file and an updated Instructor registration card will be issued, at the time of their next ASV.
- 16) Every 10-day Instructor course will commence with a practical test to Instructor standards. If the trainee Instructor fails this, there will be a chance later in the course to take it again.
- 17) At the end of a 10-day Instructor course, the trainee Instructor will be required to sit a theory test. This test is based upon:
 - Approved Code of Practice (ACOP) L117
 - Provisions and Use of Work Equipment Regulations 1998 (PUWER)
 - Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
 - Health and Safety at Work Act 1974 (HASAWA)
 - Rider Operated Lift Trucks HSG 6
 - Instructional techniques and methods
- 18) During a 10-day Instructor course, a member of NAMBEX Ltd advanced tutor's will be present to assist the course Instructor. The ASV advanced tutor will introduce themselves to the trainee Instructor at some point.
- 19) Should a registered member of NAMBEX Ltd refer any person(s) to NAMBEX Ltd, they may be entitled to receive a discount of up to a maximum of 25% off their next ASV, providing that the person(s) they have referred to NAMBEX Ltd becomes an accredited member themselves (5% off per new member referred). The Directors reserve the right to implement or deny any offers or promotions at any time without prior notice. *See section 30.
- 20) All operators on training courses supplied under the NAMBEX Ltd name, will receive a copy of a relevant study book, which includes a theoretical test and practical test generated by us. At no point will any other test paperwork be accepted. It is the course Instructor's responsibility to obtain these books from NAMBEX Ltd, prior to course commencement.

- 21) All paperwork completed by the instructor / operator, must be legible in order for us to complete the certification process. Any misspelt names or information on a candidate's certification or ID card is the sole responsibility of that instructor / operator. If we cannot CLEARLY read their writing. An additional charge will be implemented if a replacement is required. If it's a mistake made by NAMBEX Ltd, we will rectify the mistake and issue replacement certification and ID cards at no extra charge. (see shipping, returns and cancellation policy)
- 22) NAMBEX Ltd requires a copy of a company's Pre-Use Check sheet, for the type of work equipment that training is to be conducted on. If a company or person has no Pre-Use Check system or procedures in place, then it is the responsibility of the Instructor to produce a copy of a Pre-Use Check sheet as evidence for each individual trainee. A generic Pre-Use Check sheet can be found in the Instructor's welcome pack and on the provided USB stick. If an Instructor has a preferred copy of a Pre-Use Check sheet, this is acceptable for use, providing it has no reference to any other company or governing body on it.
- 23) It is difficult to specify how long a training course should last as there are a variety of issues that can affect the rate of learning for every individual candidate. Courses should be long enough to meet the requirements of ACOP L117 (Appendix 1 "Basic Training: Objectives to Consider" and Appendix 2 "Basic Training: Tests of Operator Skills" (typically 3-5 days).
- 24) The ratio of trainees to Instructors needs to allow each trainee adequate time to practise operating the truck under close supervision and to prepare for the practical tests. The NAMBEX Ltd recommended ratio is no more than 1-2-1 (1 Instructor - 2 Trainees - 1 Truck). If the Instructor is requested to provide training for more than 2 Trainees:
- Either a second, totally separate course is to take place.
- Or**
- A second Instructor needs to be present, to conduct a separate course away from the workplace (when conducting basic training) and the other trainees on the other course.
 - Two courses should not take place, at the same time, in close proximity.
- 25) A training room or other suitable accommodation should be made available to enable the Instructor to cover the principles of lift-truck operation and to conduct, without any interference, the theoretical tests and final course results. A staff canteen is **not** an ideal area for this to take place. NAMBEX Ltd ASV advanced tutor's reserve the right to cancel any course if they feel that suitable accommodation is not provided.
- 26) All training is to conform with the Approved Code of Practice (ACOP L117) and all other Approved Codes of Practices (relevant to the course that is being conducted) at all times.
- 27) Any references or hyperlinks provided by NAMBEX Ltd are not sold to you. These are given to you for the purposes of research only. NAMBEX Ltd makes no profit by forwarding this information on to our registered members.

- 28) All paperwork generated by NAMBEX Ltd and its registered members are held in the strictest of confidence in compliance with GDPR and should not be shared or copied by any other person(s) or company(s). If a person or company requires a copy of their training records, they will have to contact NAMBEX Ltd directly and request the training records in writing. They can do this either via post or email. **NAMBEX Ltd takes no responsibility for copies of training records issued without a prior, written request.**
- 29) It is the responsibility of the Instructor to return all paper to NAMBEX Ltd for us to issue certificates. The checklist of documents to return to NAMBEX Ltd form should be completed and posted to NAMBEX Ltd for every course. As a minimum, the completed pages (29-34) from the Study Book, a Pre-Use Check (PUC) sheet per candidate and a medical declaration form (per candidate). Certificates will not be sent to the Instructor/ training company until NAMBEX Ltd have received these documents.
- 30) NAMBEX Ltd reserves the rights to change and update any of its terms and conditions at any time without prior notice.
- 31) The NAMBEX Ltd general terms and conditions, a copy of which is provided in these terms and conditions shall form part of this contract. If you have not received a copy, please let us know and we will send a copy to you.
- 32) Nambex Ltd only charge course registration fees, they do not amount to the total cost of courses provided. The total cost of all courses provided will depend on which Nambex accredited Advanced Tutor you choose for your training needs.
- 33) Time keeping: We will always try our best to accommodate you if you are running behind, stuck in traffic, etc. However, if you are late it can affect the remainder of our advanced tutor's week, as they are all independent Instructors themselves and have taken time from their week to accommodate your ASV.

For this reason, we have set a few general rules for such situations:

- Instructors will generally be allowed a 30-minute grace period. After that time, we will call to check you are on your way.
- If you are able to make it in time for your ASV to be completed, great! If not, you may have to rebook it. Please read the cancellation policy if **Less than 48 hours' notice is given.**
- Please, always call if you even think you might be late, we would rather know as early as possible so we can adjust your course accordingly.
- Again, please remember that your bookings are reserved for you, and only you.

These terms and conditions are governed by English Law.

NAMBEX®

