

Richardson Rail Training/Assessing Terms and Conditions

These terms and conditions relate to all our training and assessment events

Definitions:

Event- An assessment or training course either Sentinel based or non-sentinel based.

Client- The person, Company or Sponsor (Primary or Sub) requesting and completing the event booking.

Candidate(s)- Person(s) attending the event

HSE- Health and Safety Executive

Booking Form- The mandatory form to be filled out, accepted and returned to continue a booking process for an event. Supplied by Richardson Rail Services upon request for an event.

Accepting a booking form- This is done when a client returns a booking form, signed or unsigned, with the intent of a sponsored candidate undertaking an event.

Purchase Order (PO)- Purchase orders (POs) are documents sent from the client (as the buyer) to a Richardson Rail Services with a request for products or services as an order. Only if Terms and conditions have been set up and agreed to by both parties.

Working day- Monday to Friday 08:00 to 17:00

Contested- Oppose (an action, object or theory) as mistaken or wrong.

Payment terms

The Client is liable for payment being settled in the timescales on the invoice and or contesting the invoice in the required timescales as per these terms and conditions regardless if they are the settling the fee or not. If it is the candidate paying, or some other third party, they must ensure payment is settled. By returning (accepting) the booking form this is agreed to.

All invoices must be paid by the time frames stated on the invoices sent to the client from Richardson Rail Services Limited.

If a PO is wanting to be issued then terms and conditions must be set up and agreed upon prior to the event going ahead, Richardson Rail Services cannot accept a PO number unless this has been done.

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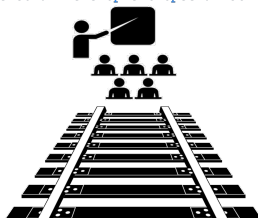


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If an invoice is wanting to be contested for any reason, it must be done within 4 working days of the day of receipt / day of sent. Otherwise the invoice will be assumed to be correct and accepted by the client in line with these terms.

In some circumstance this might be deviated from when agreed upon by both parties with prior notice.

Extra Mileage (over 50 miles travelled) charged at 0.30p per mile or at a rate otherwise agreed during in the booking process via email or phone conversations.

Other charges will be added on as required also but prior authorization and discussion will be obtained from the client for these unless its conditions are stipulated in these terms.

Richardson Rail Services Limited reserves the right to charge the Client interest at two percent (2%) above the clearing bank base rate for late payment of any invoice, as well as a one-time £35 admin fee. This can be charged as soon as the invoice is overdue and then each seven (7) working days therefore after, until settled.

Richardson Rail Services will get a debt recovery agency or pursue legal action if the need arises for overdue / unpaid invoices.

Standard terms

Please Ensure that a minimum of 48 hours' notice for event bookings to be processed is given.

Booking requests that ask for a specific assessor or trainer cannot be completed to avoid any favouritism; we will randomly allocate a member of staff for an event.

Event requests cannot come from the candidates whom are wishing to attend, they must come from their primary sponsor OR a sub sponsor with authorisation from the primary sponsor.

That all supporting paperwork is completed in a timely manner, fully and accurately in such a way that the event booking process is not rushed.

If an event is being held at a client's premises then suitability of Client on-site training facilities must be agreed prior to event booking.

Candidates are required to comply with HSE arrangements during all courses.

Richardson Rail Services Limited shall not be liable for the provision of any accommodation or subsistence for candidates unless offered in the joining instructions as part of the event.

Bookings will only be accepted and events allowed to go ahead if:

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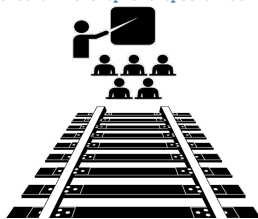


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- A. The full purchase price is received by Richardson Rail Services Limited in advance before the start of the event.
- B. A valid purchase order is received by Richardson Rail Services Limited from a company that has an arrangement with us.
- C. Client and candidate are complying with all RISQS, Sentinel and other group rules
- D. All events are being conducted and planned to be conducted in an authentic manor

Purchase Orders (PO)

In order for Purchase Orders to be used as a means of payment then the terms and conditions of the buyer (Client) issuing the PO must be first agreed to by Richardson Rails Senior management.

Terms of the PO must stipulate;

- How long in working days the amount outstanding will take to be settled in full, this must not exceed 90 days in any case and longer terms might not be accepted.
- Invoice details
- Who to contact with any issues with invoicing or any disputes with the received PO
- Any cancellation and or “get out” clauses in place

If formal terms are not in place then an email (written) agreement can be sufficient.

A valid PO document must be sent and not just providing a PO number when booking an event.

M.D – Rhys Richardson – rhys@richardsonrail.co.uk

Finance Manager – Duncan Richardson – Duncan@richardsonrail.co.uk

Acceptance of terms

These terms will be accepted upon a client or company, or companies’ representative e.g. employee / contractor accepting a booking form and / or by verbally accepting the terms directly.

Terms will also be accepted by a client or company and or representative of that client or company by allowing a candidate to undertake an event.

A company representative could be any employee whom is responsible for booking course for their staff and or is acting as such on during communications with Richardson Rail Services.

The terms will be emailed out on the first communications with a new client, but they are also very readily available online on our website, and via our email footer so it is expected that new clients and existing will have constant access to up-to date terms always.

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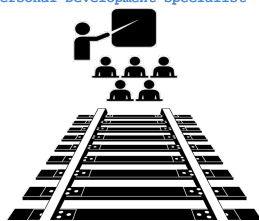


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Cancellations

Once a booking form has been returned by a client this will then be considered as booked (pending payment and return of other documents) but minimal charge will be made where a client cancels an event 14 working days before the event start date.

Number of working days before the start date and cancellation penalty:

- Up to 14 days: 25% Charged as admin and handling fee.
- Less than 14 days: 100% charged as a cancellation fee.

Note: Working days are calculated from the next working day following notification to the day prior to the event.

Cancellation must be confirmed in writing (email is acceptable) and a copy retained by the Client for future reference. You will receive acknowledgement and should retain this with a copy of your written cancellation. This is the only method acceptable for verification of the cancellation notice period where this is disputed.

Non-attendance

If a candidate does not attend a event, the full event fee remains payable no matter the circumstance unless it was cancelled in line with our terms.

Late arrivals/missed events

If a candidate arrives late for an event or is absent from any session, we reserve the right to refuse to accept them if we feel:

- They will gain insufficient knowledge in the time remaining
- It would be detrimental to the other participants.
- Insufficient time or too much strain is placed on the assessor to gather the required evidence
- Any other reason we deem valid and acceptable

In all such cases, the full event fee remains payable.

Cancellation / Changing of Events by Richardson Rail Services

We reserve the right to change the date of an event without penalty providing the revised event date is within 30 working days of the original start date. A full refund will be offered where the revised event date is greater than 30 working days.

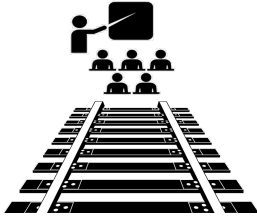
Travel and accommodation are the responsibility of the delegate and no reimbursement can be provided if the scheduled event is cancelled.

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Any loss of work, competencies or other that are a direct result of the event changing date and or being changed we cannot accept any responsibility or liability for either, as the client forward planning and worst case scenarios should have been planned for, by agreeing to these terms you forfeit the right to attempt to hold us liable.

Substitutions / Changes

Clients can make substitutions or changes up to 4 working days before the event start date but no more than 3 times.

Substitutions or changes can include, times, locations, candidates etc.

There is an admin charge of £35 per substitutions.

You must be able to supply all the information in a timely manner to allow the change to be processed, otherwise the event will be cancelled with full charges applicable.

Prerequisite guidelines for candidates and clients

Medical/Drugs and Alcohol screening evidence must be provided where stated- it is compulsory prior to participation on the course that candidates without acceptable medical compliance will be unable to proceed or have this administered during the course. (If a non-railway course / assessment this is not required but candidates are still required to arrive not under the influence of any illegal substance(s) or alcohol)

It is the responsibility of the candidate/client to ensure the prerequisites identified in the Joining Instructions and or other documents sent are met for any course. Clients are also responsible for ensuring that the backgrounds of candidates are suitable for the event that they are attending. Candidates are required to be punctual at all courses and sessions.

Prerequisites need to be adhered to, and we reserve the right to refuse to accept anyone for events. In all such cases, the full course fee remains payable.

VAT

All fees are subject to the current rate of VAT. Valid exemptions only will be granted.

Replacement of Richardson Rail Services Limited issued certificates

Duplicates of any lost or damaged certificates will only be issued after Richardson Rail Services Limited is in receipt of a report containing the following information:

- How the loss or damage occurred

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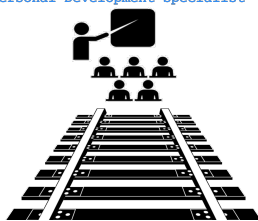


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- The investigation undertaken by the employer
- The employer/manager name, signature and date

A charge of £35 will be made to cover the administration cost of issuing a duplicate certificate.

Duplicated certification charge is also applicable to new issued certification in the event of upskilling. For example, to remove 'Under Mentor' off of your certificate and have a new one issued.

Transfer and collection of personal data

By accepting these terms you also agree that you understand and consent to Richardson Rail collecting, storing and sharing personal data on yourself (or the candidates you are responsible for) for the sole purpose(s) of delivering training & assessments, showing the level of competency achieved and or ensuring that no identification fraud has taken place prior to an event held by Richardson Rail.

You also acknowledge and accept that Richardson Rail Services cannot be held any way responsible or accountable for the theft of your data by any third-party person(s) if they get hold of your data by means of your competency card and/or any online competency profiles provided for you.

If there is any concerns or issues in regards to your personal data please contact us immediately and we will assist where possible.

Conduct on events

Candidates are expected to conduct themselves in a friendly and professional manner when they attend any event or service lead by Richardson Rail Services whether it is held at our premises, a premises owned or provided by the client or on railway infrastructure.

We expect all persons to be treated with respect no matter if they are the person taking the event or a fellow candidate on the event. We will not tolerate any form of abuse, be it physical or verbal, and if there are reasonable grounds, we retain the right to take legal action against any person/s who are in violation of the law, or the standards expected in the above document.

We believe this is very important as a safe work and learning environment is important, not only to ensure that candidates get the most from their sessions but as we believe safety is paramount and enjoyable sessions are what will make us stand out, we will work are utmost to keep these high standards.

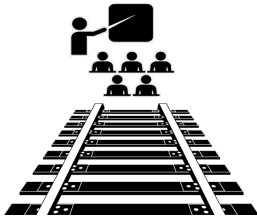
If anyone is acting in a way that we deem is unfit we reserve the right to remove them from the premises and/or course, and they / their company will still be liable for all fees / costs.

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Failed / Non-completed events

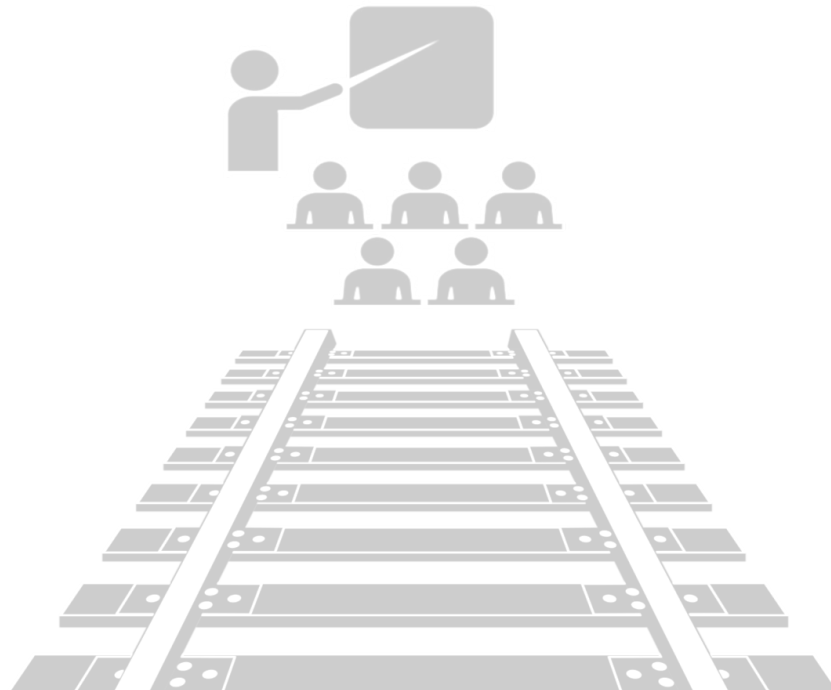
If an event is unable to be completed for any reason that is out of Richardson Rails or any member working on the behalf of Richardson Rails control (For example turning up to a COSS assessment with incorrect SWP details) then the event will be cancelled and a refund will not be obligated due to our workforce still having attended and/or their time being booked up.

Completion of paperwork / applications for events

If the supporting paperwork is not completed in a timely manner, or there are faults on the paperwork provided to Richardson Rail Services then the event will be cancelled and/or booking process retracted. If this is after the booking form has been returned payment might still be obligated in line with the above terms.

Richardson Rail Services Ltd.

Personal Development Specialist



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