

NAMBEX® LTD COMPANY POLICY

The Company	NAMBEX® Ltd is engaged in all services associated with the activities of an Instructor training and accreditation company.
The Training Company / Instructor	Any Accredited Member of the Body, individual or company who requests a quotation or an order for goods and services supplied by NAMBEX® Ltd.
Application	<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 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 against these training policies and / or procedures, will be the sole responsibility of the Training Company / Instructor, not NAMBEX® Ltd. • Any Training Company / Instructor who wish 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.
Goods	Training materials, courses, visual aids, clothing, annual membership and any other services provided by the NAMBEX® Ltd.
Delivery	<ul style="list-style-type: none"> • Every order for goods / services 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® include VAT but exclude any courier postage / delivery charges.
Payment	<ul style="list-style-type: none"> • All goods are due to be paid for before the order is sent out. • Any missed payments will result in a hold of all certificates applied for, until your accounts arrears are settled in full. • If a cheque is received for payment, which when banked does not clear, NAMBEX® Ltd reserves the right to charge the Purchaser £50 in order to cover administrative costs and bank charges. • Yearly ASV and ATC costs are inclusive in the cost of study books. A minimum of 20 books are to be purchased per year (12 Months).
Title	NAMBEX® Ltd retains the right to withhold goods from the Customer until full payment has been received for the item(s) ordered.

<p>Cancellation of Orders</p>	<ul style="list-style-type: none"> • Goods must be returned by the Training Company / Instructor within 7 days of receiving the order, with all original packaging present and un-opened. • The Training Company / Instructor shall be liable for the cost of returning the goods via recorded delivery. Any refunds due will be provided within 30 days of cancellation. • If a Company or Instructors annual membership is being paid for via a Monthly or Weekly payment system, NAMBEX® Ltd are to be given 30 days prior written notice if an 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: <p style="text-align: center;">Re-apply via a two-day Instructor's conversion course.</p>
<p>Property Rights</p>	<p>A) All Property Rights (including and without limitation copyright, design rights, moral rights and trade marks) in the Goods and in any samples, specifications, designs, documents and drawings supplied by NAMBEX® Ltd are the Company's exclusive property and may not be copied or used without the Company's prior written consent.</p> <p>B) 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 is alleged infringes any patent, trade mark, copyright or the intellectual property rights of any third party.</p>