

TRAIN AV

TERMS AND CONDITIONS

Updated to align with the Train AV Booking Policy

Effective date: 20 August 2026

Train AV Ltd
Unit 8A, Stag Business Park
164 Christchurch Road, Ringwood, BH24 3AS

Important: This document is a commercial draft. Train AV Ltd should obtain advice from a qualified UK solicitor before publication or reliance.

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Train AV Ltd, a company registered in England and Wales under number 11657692 whose registered office is at Unit 8A, Stag Business Park, 164 Christchurch Road, Ringwood, BH24 3AS (we or us), to the person or organisation buying the Services (you or your).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation, submit or confirm a booking, place an order, issue a purchase order, or from the date of any performance of the Services, whichever happens earlier. These Terms and Conditions, our quotation and any applicable Booking Policy form the Contract and the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Terms and Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A business day means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words in the singular include the plural and vice versa.
7. A booking means any confirmed or requested date for the delivery of Services, whether arranged through a quotation, email, telephone, purchase order or online booking platform.

Services

8. We warrant that we will use reasonable care and skill in our performance of the Services and will comply with the quotation, including any specification, in all material respects. We may make changes to the Services that are necessary to comply with applicable law or safety requirements and will notify you where such a change is necessary.
9. We will use reasonable endeavours to complete the Services within the time agreed or stated in the quotation. Time shall not be of the essence in the performance of our obligations.
10. These Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.
11. Dates discussed verbally, by email or shown as available through a booking platform remain provisional until we issue written confirmation. Displayed availability does not guarantee acceptance of a booking request.

Your obligations

12. You must obtain all permissions, consents and licences that we require and provide access to all relevant information, materials, systems, sites, properties and other matters needed to deliver the Services.
13. You must provide accurate booking information; ensure delegates are available at the agreed time; ensure required software, licences and equipment are available; provide suitable internet connectivity for online delivery; provide safe and suitable facilities and site access for onsite delivery; and notify us in advance of any accessibility or support requirements.
14. You are responsible for ensuring that equipment, networks, platforms and systems required for the Services are operational and available. Delays caused by equipment, access, network, software, licensing or customer readiness issues may reduce the Services delivered within the booked period and may result in additional charges.
15. If you do not comply with clauses 12 to 14, we may suspend or terminate the Services. We are not liable for delay or failure caused by such non-compliance.

Delegates and attendance

16. Delegate numbers are limited to those stated in the quotation or booking. We may refuse additional attendees or charge additional Fees where agreed.
17. Delegate substitutions are permitted without charge provided we are notified before the Services begin.

18. If a delegate or customer fails to attend an online session, onsite session, consultation or commissioning appointment, the booking will be treated as delivered in full and 100% of the quoted Fees will remain payable. No refund will be due.

19. Late arrival does not extend the booked finish time. Where delivery is delayed by you, your customer, delegates, site access restrictions, missing information, unavailable systems or another customer-related cause, we may charge additional Fees at our prevailing rates.

Fees and expenses

20. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis unless otherwise stated.

21. In addition to the Fees, we may recover reasonable incidental expenses, including travel, parking, hotel, subsistence and associated expenses; the cost of third-party services required for delivery; and the cost of materials required for the Services.

22. You must pay for additional services not specified in the quotation at our applicable rate at the time of performance, or at another rate agreed in writing. Clause 21 also applies to additional services.

23. Fees are exclusive of VAT and any other applicable taxes or levies.

Cancellation, rescheduling and amendment

24. We may withdraw, cancel or amend a quotation before it is accepted or if the Services have not started, unless otherwise agreed in writing.

25. Either party may cancel an order before acceptance of the quotation without charge, except for any third-party, travel, accommodation, material or other non-refundable costs already incurred at your request.

26. If you want to amend or reschedule the Services, you must notify us in writing as soon as possible. We will use reasonable endeavours to accommodate the request, subject to availability. We are not obliged to provide an alternative date. Additional costs will be added to the Fees and invoiced to you.

27. If circumstances beyond our reasonable control require us to change the Services or the way they are provided, we will notify you and use reasonable endeavours to minimise the change.

28. Cancellation or rescheduling by you or your customer is subject to the following charges, calculated against the quoted Fees for the affected Services:

Written notice received	Charge
More than 10 business days before delivery	No charge
5 to 10 business days before delivery	25%
2 to 5 business days before delivery	50%
Less than 2 business days before delivery	100%

29. Cancellation or rescheduling notice must be given in writing. The notice period runs from the time we receive the written notice during our normal business hours. Notice received outside normal business hours will be treated as received on the next business day.

30. Travel, accommodation, third-party charges, materials and other non-refundable costs already incurred remain payable in full regardless of the notice period.

31. Where cancellation charges apply, they are payable as a genuine contribution towards reserved delivery time, administration, preparation and the reduced opportunity to reallocate the date. The charge does not limit our right to recover non-refundable costs under clause 30.

Booking confirmation and platform bookings

32. A booking is confirmed only when the applicable quotation has been accepted, a purchase order has been received where required, the booking has been accepted through the relevant platform where applicable, and we have issued written confirmation.

33. We may refuse or decline a booking request before confirmation. Where an online booking platform automatically issues a provisional acknowledgement, that acknowledgement does not override the requirement for our written confirmation.

Payment

34. We will invoice you when the Services are completed or on the invoice dates set out in the quotation.

35. You must pay the Fees within 15 days of the invoice date or in accordance with any credit terms agreed in writing.

36. Time for payment is of the essence of the Contract.

37. Without limiting any statutory right to interest, if you do not pay within the agreed period, we may charge interest at 5% per annum above the Bank of England base rate from time to time on the outstanding amount until payment is received in full.

38. All payments must be made in full without deduction or withholding except as required by law. Neither party may assert a credit, set-off or counterclaim to justify withholding payment.

39. If payment is overdue, we may suspend further Services and cancel future Services ordered or arranged with you.

40. Receipts will be issued only at your request. All payments must be made in pounds sterling unless otherwise agreed in writing.

Training materials, recordings and intellectual property

41. We reserve all copyright and other intellectual property rights in any training materials, presentations, handouts, user guides, recordings, templates, documents, goods or other materials supplied in connection with the Services.

42. You must not copy, reproduce, modify, resell, publish, distribute or make available any such materials without our prior written permission, except for reasonable internal use expressly permitted by us.

43. Training sessions may not be recorded, streamed, reproduced or distributed without our prior written consent. Where we provide a recording, copyright remains with us unless otherwise agreed in writing.

Sub-contracting and assignment

44. We may assign, transfer, charge, subcontract or otherwise deal with any of our rights under these Terms and Conditions and may subcontract or delegate any of our obligations to a third party.

45. You must not assign, transfer, charge, subcontract or otherwise deal with any of your rights or obligations under these Terms and Conditions without our prior written consent.

Termination and right to refuse service

46. We may suspend, refuse or terminate Services immediately if you commit a material breach; fail to pay an amount when due; provide materially inaccurate information; direct abusive, harassing or threatening behaviour towards our staff; create a health and safety concern; or where the Services cannot be delivered safely or professionally.

47. We may also terminate immediately if you become or are reasonably believed to be about to become insolvent, enter administration or liquidation, make an arrangement with creditors, have a receiver or administrator appointed, or become subject to similar insolvency proceedings.

Liability and indemnity

48. Our liability under these Terms and Conditions, including for breach of statutory duty, tort or misrepresentation, is limited as set out in this section.

49. Our total liability is limited to the Fees paid or payable for the specific Services giving rise to the claim.
50. We are not liable for indirect, special or consequential loss; loss of profits, anticipated profits, revenue, business, data, reputation, goodwill or business opportunity; business interruption; third-party claims; failure caused by circumstances beyond our reasonable control; loss caused by your breach; or loss arising from your choice or use of the Services or related goods.
51. You must indemnify us against damages, costs, claims and expenses arising from loss of or damage to equipment, including third-party equipment, caused by you, your customer, agents, employees or delegates.
52. Nothing in these Terms and Conditions limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

Circumstances beyond a party's control

53. Neither party is liable for failure or delay caused by circumstances beyond its reasonable control, including power or internet failure, industrial action, civil unrest, fire, flood, storm, earthquake, terrorism, war, severe weather, transport disruption, pandemic restriction, governmental action or utility failure. If the delay continues for 90 days, either party may terminate the affected Services.

Communications

54. Notices under these Terms and Conditions must be in writing and signed by or on behalf of the party giving notice. A cancellation, amendment or rescheduling notice may be given by email to the most recent email address notified by us for that purpose.
55. Notices are deemed received: when delivered by courier during normal business hours; when sent by email and a successful transmission or delivery record is generated, subject to clause 29; on the fifth business day after posting by national ordinary mail; or on the tenth business day after posting by airmail.
56. Notices must be sent to the most recent postal or email address notified by the receiving party.

No waiver

57. No delay, act or omission in exercising a right or remedy is a waiver of that or any other right or remedy, nor does it prevent further exercise of a right or remedy.

Severance

58. If any provision is found unlawful, invalid or unenforceable, it will be severed from the remaining provisions, which will continue in full force and effect.

Order of precedence

59. If there is any conflict between documents forming the Contract, the following order of precedence applies unless expressly agreed otherwise in writing: the quotation; these Terms and Conditions; the Booking Policy; and any other service description or booking-page wording.

Law and jurisdiction

60. These Terms and Conditions are governed by the laws of England and Wales. Disputes are subject to the exclusive jurisdiction of the courts of England and Wales.

Key amendments in this version

Added tiered cancellation charges, written notice rules, non-refundable cost protection, rescheduling terms, booking confirmation requirements, delegate and non-attendance provisions, customer readiness obligations,

recording restrictions, right to refuse service, order of precedence and aligned liability wording.