

# Terms and Conditions



Created: 01/12/2022

Last Review: 01/12/2023

Next Review: 01/12/2024

Please carefully review these terms, as proceeding with your Order will constitute a legally binding agreement without further consultation. If you have any uncertainties, contact us at [liftskill@outlook.com](mailto:liftskill@outlook.com)

## Application

1. These Terms and Conditions govern your purchase of Services by you (referred to as the "**Customer**" or "**You**"). We are LiftSkill Academy MHE (Mechanical Handling Equipment) training service provider, with address at LiftSkill, PA103 Technology Centre, University of Wolverhampton Science Park, Glaisher Drive, Wolverhampton, WV10 9RU, with the email address [liftskill@outlook.com](mailto:liftskill@outlook.com), and telephone numbers 07442809821, 07794536901 (referred to as the "**Supplier**", "**Seller**", "**Us**" or "**We**").
2. All services are sold to you under these terms. You agree to abide by these Terms and Conditions by placing an order for any services. You can only procure services and goods from us if you are eligible to enter into a contract and are at least 18 years old.

## Interpretation

3. **Consumer** refers to an individual who acts mainly outside their trade or profession.
4. **Contract** denotes the legally binding agreement between You and Us to supply the Services.
5. **Delivery Location** signifies the Customer's premises or another specified location for the supply of Services by LiftSkill, as outlined in the Sales Quotation, Booking Form and Sales Order.
6. **Durable Medium** encompasses paper email or any other medium enabling personal addressing of information, allowing the recipient to store the data in an accessible manner for future reference, and facilitating the unchanged reproduction of stored information.
7. **Goods** encompasses any goods supplied to You and the Services, as specified in the Sales Quotation, Booking Form and Sales Order.
8. **Order** represents the Customer's Order for Services from the Supplier, submitted following the step-by-step process outlined further in this document.
9. **Privacy Policy** refers to the terms outlining how we handle confidential and personal information received from You via the LiftSkill website or any other communications methods, such as via email, fax, etc.
10. **Services** denote the services advertised on our Website, including any Goods as detailed in the Order.

# Terms and Conditions



11. **Website** refers to our Website at <https://www.liftskillacademy.co.uk/>, where the Services are advertised.
12. **Distance Contract** is an agreement between a seller and a buyer without meeting in person.
13. **Sales Order (SO)**. LiftSkill creates SO to confirm that we can supply the services you requested.
14. **Purchase Order (PO)**. You create a PO to confirm acceptance of the Sale.

## Services

15. The Services are described on the Website and in catalogues, brochures, or other advertisements.
16. If Services are customised to your requirements, you're responsible for providing accurate information or specifications. We are not responsible for inaccuracies in the information the consumer provides to LiftSkill to specify the required Service.
17. Services listed on the Website are subject to availability.
18. We may make necessary changes to Services to comply with relevant laws or safety and inform you of such changes.

## Customer Responsibilities

19. You are required to collaborate with us on all matters related to the Services, grant our instructors reasonable access to any premises under your control for training purposes, furnish us with all information necessary for the provision of the Services, and secure any required licenses and consents (unless otherwise agreed).
20. Non-compliance with the above constitutes a default on the part of the Customer, allowing us to suspend the performance of the Services until the issue is resolved. If you fail to address it after our request, we have the right to terminate the Contract immediately with written notice.

## Our Responsibilities

21. Delivering the Agreed Services
22. Ensuring that the services provided meet the quality standards
23. Adhering to all relevant laws, regulations, and industry standards that govern the provision of the services
24. Completing and delivering the services within the agreed-upon timeframes
25. Keeping the Customer informed about the progress of the services, addressing concerns, and maintaining open communication
26. Protecting any sensitive or confidential information provided by the Customer during the Service
27. Addressing and resolving any issues or problems that may arise during the provision of services

# Terms and Conditions



28. Professionally conducting business and upholding ethical standards

## Your Privacy Matters

29. Acknowledgement and Agreement. When you visit our Website, you explicitly acknowledge and agree to our Privacy Note.
30. User Responsibility. You are accountable for all actions, including the disclosure of personal information (e.g., name, address), including actions taken via our online forms or external links leading to third-party sites like AITT, over which LiftSkill has no control.
31. Information Handling. All information is managed in line with our Privacy Note, which can be found at <https://www.liftskillacademy.co.uk/>
32. Communication Consent. We reserve the right to contact you through email, electronic means, or pre-paid post, and you expressly consent to this.

## Sales Process

33. The description of the Services on our Website does not constitute a contractual offer to sell the Services.
34. The Order process is outlined below. Each step allows you to check and amend the Order before submitting it.

## Order Process

1. Sales quote
2. Booking Form
3. Purchase order
4. Invoice

## Sales quotes (estimates and proposals)

35. You can request a quote for Services you need from LiftSkill via email, phone call, social media or our Website.
36. Then, LiftSkill creates a sales quote with an itemised list of solutions and services based on your preferences and problems, the prices for those solutions or services, and the terms of Sale and payment. We will prepare a quote based on hours, areas covered, the amount of time required, timelines, etc.
37. LiftSkill's Sales Quote and our Booking Form will be sent to you.
38. Then, You may accept the quote, negotiate prices or terms, or reject it.
39. Once satisfied with the Sales Quote details, complete the Booking Form, which is essential for gathering further detailed information for organising training on your site. It includes details such as equipment specifications, parking arrangements, PPE requirements, the candidates' level of expertise, etc.
40. Once you accept the quote, LiftSkill will honour the quote at the quoted prices unless the scope of work increases. In the latter case, new line items may be added to the quote, or a new quote can be created with additional requirements.

# Terms and Conditions



## Purchase Order (PO)

41. Upon accepting our sales quote:
  - a) Please submit the completed booking form to us, and
  - b) Include a breakdown of your purchase order (PO) details that align with our sales quote to ensure clarity, minimise misunderstandings, and guarantee the specific services you require.
42. Once we receive a completed booking form and purchase order from your company's authorised representative, the legal agreement will be finalised between you as the buyer and us as the seller.
43. Then, LiftSkill will confirm receipt that the PO and Booking form has been reviewed and accepted the terms and prices, quantities, payment methods, and the ability to deliver the services to/at the specified addresses on time.
44. The booking form containing the PO is the final document you must complete to enter into the Contract for services with LiftSkill.

## Invoice

45. After fulfilling our obligation when agreed services were delivered, LiftSkill converted fulfilled POs to invoices and referenced the PO number on the invoice sent to You.

## The sales process in summary

46. A contract for services is formed upon completing and authorising our booking form and receipt of the relevant PO. You will also receive an email from us confirming your Order, such as LiftSkill. Ensure the returned to us Booking Form is accurate and complete, and promptly notify us of any errors.
47. We are not responsible for any inaccuracies in the Order you placed.
48. Order Confirmation will be sent to you within a reasonable time after making the Contract, but in any event, not later than the delivery of any Services supplied under the Contract.
49. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed upon in writing by the Customer and the Supplier.

## Fees and Payment

50. The fees (**Fees**) for the Services and any additional delivery or related charges are specified in the Personalised Sales Quote on the date you accept the Order or any other price agreed upon in writing.
51. Service prices are calculated based on a standard daily rate, with additional charges applicable for mileage exceeding 50 miles one way, overnight accommodation, and any necessary expenses like train or plane tickets or parking charges.
52. If relevant, the Charges will include VAT at the rate applicable during the Order.
53. A deposit may be collected before the delivery of Services to cover administrative and preparation fees.

## Delivery

# Terms and Conditions



54. We will deliver the Services to the Delivery Location specified by you by the time or within the agreed period.

## **Withdrawal and cancellation**

55. You can withdraw the Order by telling us before the Contract is made if you wish to change your mind without giving us a reason or incurring any liability. We will reimburse you for all payments received from you.
56. LiftSkill and Customer form a Distance Contract (as defined below) that has cancellation rights set out below. These Cancellation Rights, however, do not apply to a contract for the following services (with no others) in the following circumstances:
- a. Goods that are made to your specifications or are personalised, including examinations and course registrations made in a specific name

## **Cancellation**

57. Cancellation of a booking received more than 28 days before the visit will NOT be subject to a cancellation fee. The latter does not include any out-of-pocket expenses incurred by LiftSkill, which will be charged in all cases.
58. Cancellation of a booking received between 14 and 28 working days before the visit to your site will be subject to a cancellation fee of 25 per cent of the total cost for the course.
59. Cancellation of a booking received less than 14 days before the due date of delivering the Service will be subject to a cancellation fee of the total cost of the visit.
60. If a LiftSkill instructor attends your site and is unable to deliver the training due to circumstances beyond their control, such as the inability to present a "Thorough examination certificate," unavailability of MHE, lack of prior qualified basic training for a refresher course, or incorrect course booking, among other reasons, then the total cost of the course will be payable.
61. Regardless of events beyond our control, if we do not deliver the Services on the agreed date, we will try to redeliver the same training at another date convenient to you. Also, you have the right to receive a refund for anything already paid if rearranging delivery of the service date cannot be arranged.

## **Payment for Services commenced during the cancellation period (online Service only)**

62. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the Service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract up to full day. This amount is proportional to what has been supplied compared to the full coverage of the Contract. This amount is to be calculated based on the total price agreed in the Contract.

# Terms and Conditions



## **Cancellation of Face-to-Face Training**

63. Cancellations of on-your-site training courses are subject to a 25% administration fee where the cancellation is made between 28 and 14 days before the commencing date of the training course.
64. No refund is payable for cancellations within 14 days before the course start date.
65. Cancellation immediately before or during the training course will be subject to the total sum shown on the invoice remaining payable.

## **Postponing of the Training Course**

66. Over 28 days before the course commencement, you may transfer free of charge to any other equivalent price or course (balance to pay for the more expensive training).
67. Between 28 and 5 working days before the commencement of the course, you may transfer free of charge to any other equivalent price or cheaper course (balance to pay for a more expensive course) or rearrange the date or place of the course.
68. There is no refund between 5 working days and the course's commencement. No discounts. No transfers are permitted.

## **Invoices**

69. Upon delivering the Service(s) to you, LiftSkill issues an invoice to request payment. The invoice outlines the agreed-upon items and prices from the Purchase Order (PO) and Sales Order (SO) and provides LiftSkill's banking information and accepted forms of payment.
70. Our standard payment terms are 14 days from the invoice date unless otherwise agreed in writing.

## **Duration, termination and suspension**

71. The Contract continues as long as it takes us to perform the Services.
72. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
  - a. Commits a serious breach, or series of the contractual violations resulting in a serious breach, of the Contract, and the breach cannot be fixed or fixed within 30 days of the written notice.

## **Circumstances beyond the control of either contractual parties**

# Terms and Conditions



73. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other contractual party as soon as reasonably practicable; and
  - b. the party's obligations will be suspended so far as is reasonable, provided that that the party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery of Services (and the right to cancel).

## Privacy

74. We respect your privacy and comply with the General Data Protection Regulation.
75. LiftSkill's Privacy Note can be accessed at [https://www.liftskillacademy.co.uk/files/ugd/a63901\\_a6ac2e7d1d5045fe8f0e4dd086da310c.pdf](https://www.liftskillacademy.co.uk/files/ugd/a63901_a6ac2e7d1d5045fe8f0e4dd086da310c.pdf).

## GDPR, Overview

76. Data Protection Laws means any applicable law relating to the processing of Personal Data, including, but not limited to, Directive 95/46/EC (Data Protection Directive) or the GDPR.
77. GDPR means the General Data Protection Regulation (EU) 2016/679.
78. GDPR was implemented in the United Kingdom on May 25, 2018.
79. We process your data to provide the services to you.
80. We will comply with our obligations imposed by the Data Protection Laws
81. We will only Process Personal Data to deliver Services to You
82. We will respect your rights about your Personal Data
83. We will implement technical and organisational measures to ensure your Personal Data is secure
84. For any enquiries or complaints regarding data privacy, you can contact us at the following email address: [liftskill@outlook.com](mailto:liftskill@outlook.com)

## Governing laws, jurisdiction and complaints

85. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland.
86. We try to avoid any disputes, so we deal with complaints as follows: If a disagreement occurs, customers should contact us to find a solution. We will aim to respond with an appropriate answer within five working days.

# Terms and Conditions

