

## ESA Business Development

### General Terms & Conditions

1. These general terms and conditions apply to the provision of all products and services by ESA Business Development. In addition, specific additional terms and conditions may apply.
2. The customer hereby agrees to abide by the terms and conditions as per clause (1) above.
3. The preparation or delivery of a product/service will only commence upon receipt of an official purchase order or such similar document.
4. Payment is required at the time of placing an order for which a receipted invoice will be issued. 30 day credit accounts may be set up subject to individual circumstances and only by prior agreement.
5. All invoices are payable within 30 days from the date of issue. ESA Business Development reserves the right to charge an administration fee of £50.00 on all overdue accounts, plus interest equal to 8% above the standard Barclays Bank plc lending rate.
6. The preferred payment method is by BACS/internet banking credit transfer directly to the bank account of ESA Business Development. Payment can be made by cash, cheque, bankers draft (made payable to ESA Business Development) subject to prior agreement.
7. Where possible, ESA will allow the substitution of named attendees without additional costs providing a) the agreed delivery is not affected b) delivery has not yet commenced and c) the substituted candidate is suitable to receive the product/service. Re-work/ extra work will be charged for.
8. Once an order has been received, no cancellations are permitted and all invoices remain payable. Customers unable to attend an open event onto which they have booked and where no substitution has been requested will forfeit their booking. However, where feasible, ESA will endeavour to accommodate the customer onto a future course provided space permits. The customer will be liable to pay again for any costs incurred with the original cancellation/no-show.
9. ESA Business Development may suspend or terminate the provision of goods and services in the event of invoice remaining unpaid.
10. In the event of the customer being issued with an Administration Order or petition for winding up, or being a person, commits an act of Bankruptcy, then without prejudicing other legal remedies, ESA Business Development shall a) have the right not to proceed further with the work b) have the right to charge for work already carried out, this being an immediate debt due and payable.
11. Any reimbursement in any respect shall not exceed the original course fee agreed including any discounts. Goods will remain the property of ESA until paid for.

12. Any complaints regarding goods and services provided must be received within seven days of the relevant occurrence at which time which they will be handled as per ESA Business Development's published complaints procedure. ESA Business Development has a policy of continual improvement and welcomes feedback.
13. ESA Business Development holds customers details on file as necessary to provide goods and services. This information is held safely and classified strictly confidential. It may be necessary to share parts of this information with other organisations in order to provide the goods and services requested e.g. funding or awarding bodies. Under no circumstances is any of this information ever passed to arbitrary third parties. ESA Business Development complies with the Data Protection Act and will customer information held is available upon request. All prices are subject to VAT at the current rate.
14. These terms and conditions shall be governed by the laws of England.
15. No addition to or variation to these conditions will bind ESA, unless it is specifically agreed in writing and signed by a partner of ESA. No agent or person employed by or under contract to the company has the authority to alter or vary in any way these conditions.

### Bespoke Delivery Terms and Conditions

16. These Bespoke Delivery Terms and Conditions apply in addition to the ESA Business Development General Terms and Conditions, the latter applying in all aspects of company operation.
17. Upon request, ESA Business Development will tailor a package to suit individual requirements.
18. In such circumstances, the nature of the bespoke delivery will be agreed and specified e.g. location, timing, content, provision of equipment, roles of the customer, and role of ESA Business Development. Any limitations e.g. due to qualification regulations will also be specified.
19. Any bespoke arrangements requested will override the product or service specification of the standard, non-bespoke version. Deviations from the standard, non-bespoke version are made with the full knowledge and consent of the customer.
20. Where a service is delivered on the customer's premises (or other venue as chosen and arranged by the customer), the customer will be responsible for ensuring sufficient preparations are made e.g. internal joining instructions, catering arrangements, health & safety arrangements.
21. In the event that delegates are unable to attend events arranged through a bespoke agreement, then the substitution (clause 7) and cancellation arrangements (clause 8) will not apply.

### Qualification / Assessment / Accreditation

22. These Qualification / Assessment / Accreditation Terms and Conditions apply in addition to the ESA Business Development General Terms and Conditions, the latter applying in all aspects of company operation.
23. ESA Business Development will determine the suitability of a potential candidate for a qualification by a process of initial assessment.
24. The candidate is responsible for preparing themselves for assessment as specified by the relevant national standards and for meeting deadlines as agreed.
25. The candidate is also responsible for ensuring sufficient preparation for assessment e.g. observation opportunities. ESA Business Development cannot be held responsible for any event that prevents an assessment from proceeding or which affects the assessment outcome.
26. ESA Business Development does not guarantee that a candidate will meet all the required standards. However, every support will be given to allow candidates to undergo sufficient development.
27. Any agreed delivery fee is payable upon commencement of a programme. Additional work not included in the proposal will incur additional charges.
28. ESA Business Development does not operate a refund policy once a programme has commenced.
29. Requests for changes to pre-arranged assessment appointments must be made with at least 7 days notice whereby ESA will endeavour to accommodate any such request. ESA reserves the right to class any cancellations/amendments received with less than 7 days notice as part of the delivery schedule under the agreed proposal.
30. ESA Business Development will not be held responsible for candidates being unable to attend agreed induction or training sessions that are an integral part to any specific qualification.
31. Candidates and candidate companies must adhere to the regulations specified by the awarding body (OCR examinations) or other regulatory/funding authority regarding the qualification and agree to allow access to candidates and information as required as part of the quality assurance process.
32. Complaints / Appeals. ESA operates a separate Complaints and Appeals procedure which will be issued to all candidates
33. Any required completion date must be agreed prior to commencement of the programme. ESA Business Development will endeavour to achieve completion dates as requested but this will be controlled to some extent by 1) candidate progress and 2) the access to External Verification. Delivery beyond a planned completion date due to candidate delays outside of ESA control will be chargeable.
34. Additional External Verification visits can be arranged subject to the availability of the External Verification. The associated costs will be chargeable at the rate in operation at the time.