



system-people^{DRIVE}

English Gate Plaza, Botchergate, Carlisle, CA1 1RP
Tel: 01228 530132

TERMS AND CONDITIONS

1. PAYMENT

Payment shall be made no later than 14 days prior to the course start date or upon receipt of the invoice whichever is latest. In the event of non-payment within these terms System People reserves the right to charge 5% above base rate per calendar month on all outstanding accounts. System People reserves the right to change its quotation price at any time.

2. CANCELLATION

System People reserve the right to charge the customer an amendment / cancellation fee as outlined below.

Over 14 days – 10% fee payable
7 to 14 days – 50% fee payable
Less than 7 days – 100% fee payable

System People requires the Customer to give written notice of their request for to cancel / amend the Contract. System People may after giving reasonable notice may suspend or terminate the Contract or other unfulfilled part thereof.

Under The Consumer Contracts Regulations 2013, you have a right to cancel within 14 days of booking, provided you have not undergone the training. To arrange cancellation, please complete our cancellation form and return the completed form to us with 14 days of purchase, with proof of your order.

3. INSOLVENCY

If the Customer becomes Bankrupt or makes an arrangement with Creditors to go into Liquidation, System People may without notice suspend or terminate the Contract or the unfulfilled part thereof.

4. LIMITATIONS OF LIABILITY

System People shall not be liable for any failure or the consequence of any failure to provide the training, if such failure results from circumstances beyond System People's control.

For the avoidance of doubt System People has no obligation, duty or liability in Contract or otherwise beyond that of a duty to exercise reasonable skill and care.

Under no circumstances shall System People be liable in Contract (including negligence or breach of statutory duty), or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings, or from any indirect or consequential loss or damage whatever.

Each provision in this paragraph is to be constructed as a separate limitation and shall remain in force not withstanding termination of the Contract.

5. LAW

The Contract between System People and the Customer shall be subject to the Law of England, and The English Courts shall determine any dispute that may arise under or in relation to the Contract.

6. CUSTOMER SUPPLIED VEHICLES & EQUIPMENT

Any vehicle / equipment supplied by the Customer must be safe to use, roadworthy, suitable and comply fully with all current HSE standards / Road Traffic Act requirements. The Customer is required to supply full insurance cover, whilst the Instructor is driving the client supplied vehicle.

System People will not be liable for any costs incurred on a vehicle whilst it is being used on a training course.

System People reserve the right to refuse to use a Customer supplied vehicle and to terminate the training course if the vehicle does not comply with the above conditions.

All costs including training fees incurred by System People through the termination of a training course due to non-compliance with the above will be charged to the Customer.