

# Course Booking Form

Please photocopy and post, email or fax this form to:

Fire Protection Association, London Road, Moreton in Marsh, Gloucestershire GL56 0RH

Tel: +44(0)1608 812 500 • Fax: +44(0)1608 812 501 • E-mail: training@thefpa.co.uk • Website: www.thefpa.co.uk

## Course Details

Course name:	
Course date(s) - Preferred:	Alternative
Name & position of delegate(s):	
Delegate(s) email:	mobile no:
Additional Information e.g. dietary or access requirements:	
Total fees*:	£
VAT	£
TOTAL	£

## Invoice Details

Your name:	Position:
Company:	
Address:	
Postcode:	
Telephone:	Fax:
E-mail:	FPA membership no:

## Method of Payment (tick box)







Method of payment is by cheque, credit card or BACS. If an invoice is required please supply a copy of your purchase order.

Enclosed is a cheque for the total cost of the order (payable to Fire Protection Association)

Please invoice. Our purchase order no.  Please enclose a copy.

Please debit card A/c no.

Name on card  Issue No.  Valid from   /   Expiry date   /

Please indicate card type       Security number (last three digits on reverse of card)

**BACS Payment** - to make a payment via BACS our account details are as follows:

**Account Name:** The Fire Protection Association

**Bank Address:** National Westminster Bank PLC, Cambridge King's Parade Branch, 10 Bennett Street, Cambridge CB2 3PY

**Sort Code:** 60-04-23 **Account No:** 24069922 **Swift Transfer No:** NWBK GB 2L **IBAN No:** GB81 NWBK 6004 2324 0699 22

Please sign to confirm you have read our terms & conditions and agree to adhere to them

Signed  Date

Please provide details of available accommodation

## CONDITIONS OF BUSINESS

### 1 INCORPORATION OF CONDITIONS

- 1.1 These Conditions and the Proposal are the only terms and conditions on which The Fire Protection Association ("FPA") gives quotations or supplies the services (the "Services") set out in the written proposal provided by FPA (the "Proposal") and any other terms or conditions provided or referred to by the person using the Services of FPA ("the Client") or FPA or its servants or agents whether in writing or orally are hereby expressly excluded.
- 1.2 No variation of these Conditions or of the Proposal shall be effective unless made in writing and signed by or on behalf of FPA.

### 2 ACCEPTANCE OF INSTRUCTIONS

A contract shall exist between the parties (the "Contract") upon the Proposal being signed by or on behalf of each of the parties (with no purported additions from the Client) or by the Client giving its written confirmation of the Proposal and FPA giving its written acceptance to such confirmation. The Contract comprises the Proposal together with these Conditions (and in the case of any conflict, the Proposal shall prevail). Each instruction when accepted in accordance with these Conditions constitutes a separate Contract.

### 3 FEES AND EXPENSES

- 3.1 All fees and expenses are quoted exclusive of VAT (which shall be payable at the rate prevailing when payment is due) and are estimates only. Unless otherwise agreed in writing fees are payable in accordance with the Proposal and cover only those items expressed in the Proposal to be so covered.
- 3.2 The figures for fees and expenses appearing in the Proposal, being estimates only, are subject to increase when final figures are capable of being ascertained by FPA.
- 3.3 The Client shall reimburse FPA all incidental costs and expenses incurred by FPA in connection with the provision of the Services for the Client.
- 3.4 In addition to any fees costs and expenses referred to above the Client will pay to FPA all costs and expenses incurred by FPA if the Client:-
- (a) instructs FPA to carry out any additional work not covered in the Proposal or in any way changes modifies or alters its requirements; or
  - (b) fails to meet its obligations under Clause 6.1 and FPA expends extra time or incurs any extra expense as a result.

### 4 PAYMENT

- 4.1 Unless otherwise stated in the Proposal, or in the cases described in Clause 7.1, payment shall become due and be made by the Client on presentation of an invoice by FPA.
- 4.2 FPA reserves the right to charge interest on payments outstanding after the due date for payment at the rate of three per cent per annum above the Base Lending Rate of FPA's principal bankers for the time being in force, calculated on the outstanding balance (including interest) due from the due date for payment until receipt by FPA of payment.

### 5 TIME OF SUPPLY

- 5.1 FPA shall make all reasonable efforts to supply the Services on the dates and at the times requested by the Client but any dates or times quoted by FPA for supply of Services are estimates only and FPA shall not be liable for failure to meet such estimates or for any consequential losses (including loss of profit) costs charges or expenses incurred by the Client and the Client shall not be entitled to refuse to accept the Services because of any such failure.
- 5.2 FPA will usually carry out any work pursuant to the Services during normal business hours but expressly reserves the right to carry out such work or any other part of the Services at other times should it be necessary or desirable to do so in FPA's opinion.

### 6 CLIENT CO-OPERATION

- 6.1 The Client will provide to FPA such assistance of a suitable nature and quality and at the appropriate times as FPA may request from time to time for the proper provision of the Services.
- 6.2 FPA shall not be liable for and the Client shall fully indemnify and hold harmless FPA against any and all damage loss costs charges and expenses incurred due to delay in supply of the Services caused by the Client's failure to perform its obligations under Clause 6.1.
- 6.3 If the Client fails to meet its obligations under Clauses 6.1 and/or 6.2 then without prejudice to FPA's other rights FPA shall be entitled by notice to the Client forthwith to cancel the Contract in which event Clause 7 shall have effect as if the Contract had been cancelled at the request of the Client.

### 7 CANCELLATIONS

In its absolute discretion FPA may at any time permit cancellation of the Contract provided that FPA may insist, as a condition of such permission, that:

- 7.1 the value of the Services which have already been supplied and any expenses which shall have already been incurred shall be payable immediately upon delivery of FPA's invoice for such Services and expenses (if not already due in accordance with Clause 4); and
- 7.2 the Client shall forthwith pay to FPA a sum equal to any fees or expenses which FPA is or will become obliged to pay to third parties in connection with the Services provided to date and/or such cancellation.

### 8 PROPERTY AND CONFIDENTIALITY

All documents, information and any other material supplied by one party to the other in connection with the Services or the Contract shall remain the property of the party supplying them and be treated as confidential by the party to whom they are supplied and each party undertakes to the other not to disclose or permit to be disclosed any such document, information or materials to any third party (except where required by law or any court of competent jurisdiction, or where such material is in the public domain, or to professional advisers on a confidential basis) without the express written consent of that other party; provided that where FPA is providing the Services as the Client's sub-contractor the Client shall be entitled to disclose materials produced by FPA as part of the Services to the Client's appointing principal (the "Principal") subject to the Client procuring the Principal's compliance with the Client's obligations under this Clause 8 and under Clauses 11 and 13, and making the Principal aware of FPA's protections under Clause 10.

### 9 WARRANTY AND LIABILITY

- 9.1 FPA warrants that the Services are carried out with all reasonable skill and care.
- 9.2 Subject to the provisions of this clause FPA will accept liability for deficiencies in the Services (including deficiencies in any report or other data or material supplied by FPA to the Client) caused by breach of the Contract by FPA or negligence or breach of statutory duty of FPA, provided that the liability of FPA for breach of the Contract or negligence or otherwise in relation to the performance of the Services shall in no case exceed the fee for the Services. FPA shall in no circumstances be liable for any other loss, charges, damages or expenses, or for any loss of profit, loss of business, loss of data or indirect or consequential loss whatsoever. The Client acknowledges that all possible circumstances in which the Services may have some relevance cannot be foreseen at the time the Services are carried out. The Client also acknowledges that FPA would not be able to provide the Services at the agreed fee in the absence of the limitations in this Clause 9.
- 9.3 Nothing in this Clause 9 or in the Contract as a whole shall restrict any liability of FPA for the death or personal injury of any person resulting from FPA's negligence or for any other matter for which liability may not be restricted at law.

### 10 LIABILITY FOR REPORTS

- 10.1 The scope of any report produced by FPA as defined in the Proposal shall be limited to matters specifically identified in the Proposal or indicated in the report. Except where FPA has otherwise agreed in writing, FPA shall not be liable for any reliance placed on a report by any person other than the Client or for any reliance placed on a report which is not specified in or envisaged by the Proposal.

- 10.2 In any case where FPA may be willing to agree in writing that a person other than the Client (the "Third Party") may rely upon any report, FPA may without limitation insist, as a condition of such agreement, that the Third Party give a written undertaking addressed to FPA in such form as FPA may require, confirming the Third Party's acceptance of various protections for FPA included within these Conditions.

- 10.3 FPA shall not be liable for any loss caused by a report where such loss arises as a result of the provision to FPA of false, misleading or incomplete information by the Client or as a result of the acts or omissions of any other person.

- 10.4 Any report shall only be valid and may only be relied upon for any period stated in the report. FPA accepts no responsibility for the accuracy of information contained in the report after the stated period of validity.

### 11 RETENTION OF TITLE

Notwithstanding completion of the Services or any granting of credits any report or other material produced by FPA pursuant to the Contract shall remain the absolute property of FPA until payment of all sums due from the Client to FPA.

### 12 INDEMNITY

The Client shall fully indemnify and hold harmless FPA on an after tax basis for any costs, charges, losses, damages and expenses incurred by FPA due to any proceedings action claim or demand brought against FPA as a result of FPA's compliance with the Client's instructions or reliance on or use of any information or materials supplied by the Client.

### 13 INTELLECTUAL PROPERTY

- 13.1 FPA shall retain at all times the copyright and all other intellectual property rights capable of subsisting in the reports and other data or material supplied by FPA to the Client, but for the avoidance of doubt FPA will not publish or otherwise disclose any report supplied to the Client or any identifiable data contained therein without the Client's prior written consent.
- 13.2 The Client shall, subject to payment in full of all fees costs and expenses payable to FPA under the Contract, have permission from FPA to copy any report which FPA may prepare for the Client under the Contract so long as the same is copied in full only (and not in part) without comments, abridgement, alteration or addition and no summary, quotation, abridgement or alteration may be made to the report without FPA's prior written consent. The Client shall not copy any such report other than in full and/or with any comment, abridgement, alteration or addition without FPA's specific written consent. Such permission shall not extend to the publication or issuing of such report or copies thereof, or any other acts, for which the Client must obtain a specific written consent from FPA (not to be unreasonably withheld).

### 14 SUBCONTRACTORS

FPA reserves the right to subcontract all or any part of the Services.

### 15 DISCLOSURE AND SAFETY

- 15.1 The Client warrants that it has made full and fair disclosure to FPA of all facts, data, materials, opinions and any other information in its possession or within its knowledge in respect of the Services required of FPA under the Contract.
- 15.2 The Client acknowledges that FPA maintains stringent health and safety standards and FPA hereby expressly reserves the right to delay, postpone or cancel all or any part of the Services without notice should it be necessary in FPA's opinion to do so in the interests of health and safety. In the event that FPA does delay, postpone or cancel any part of the Services FPA shall have no liability whatsoever to the Client as a result.

### 16 FPA'S EMPLOYEES

The Client shall not solicit or endeavour to entice away or discourage from being employed by FPA any employee, agent or subcontractor of FPA engaged in providing the Services and the provisions of this Clause shall remain in force notwithstanding any termination of the Contract or completion of the Services for a period of six months after such completion or termination.

### 17 FORCE MAJEURE

FPA shall not be liable in any way for any loss or damage arising directly or indirectly, through or in consequence of supply of the Services being prevented or delayed by events, matters or circumstances beyond the control of FPA.

### 18 ASSIGNMENT

The Contract is personal to the Client who shall not assign or charge the benefit thereof without FPA's prior written consent.

### 19 DEFAULT, INSOLVENCY, ETC

If the Client shall be in default or commit a breach of these Conditions, or shall make or offer to make any arrangements with creditors, commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if any distress or execution shall be levied upon the Client's property or assets or, the Client being a limited company, any resolution or petition to wind up the Client's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if an administration order shall be made against the Client or if a receiver of the undertaking, property or assets or any part thereof of the Client (being a limited company) shall be appointed, then without prejudice to any other right or remedy available to FPA may without notice:-

- (a) cancel the Contract; and
- (b) either by an agent or itself have access to the Client's premises for the protection and removal of any reports or other material at any time and from time to time in which the property shall not have passed from FPA to the Client in accordance with Clause 11.

### 20 NO WAIVER

The granting by FPA to the Client of time or any other indulgence forbearance or concession shall in no way prejudice or constitute a waiver of FPA's entitlement to enforce any of its rights under these Conditions or the Contract.

### 21 NOTICES

- 21.1 Notices shall be made in writing in English and posted in a first class pre-paid envelope or sent by facsimile transmission to the Client's or FPA's address as shown on the Proposal or to the address which one party has notified to the other in accordance with this Clause 21 that notices should be sent.
- 21.2 A notice shall be deemed to have been given:
- (a) where sent by post to a UK address from a posting box within the UK, two business days after posting, and where sent by airmail post in any other circumstances, 10 business days after posting; and in proving such service it shall be sufficient to show that the envelope was properly addressed and put into the post; or
  - (b) where sent by facsimile transmission during the normal business hours of the recipient, at the time it is sent provided that the sender is in possession of a legible transmission confirmation report.

- 21.3 For the purposes of this Clause 21 a "business day" shall mean any day on which UK banks are open for business.

### 22 PROPER LAW

The validity construction and performance of the Contract shall be governed by the Law of England and the parties hereby submit to the sole and exclusive jurisdiction of the English Courts for the resolution of all disputes arising under the Contract.

### 23 SEVERANCE

These Conditions shall apply in full save that if any Act of Parliament or other statutory provision or common law rule for the time being in force shall avoid or make unenforceable any of the provisions hereof these Conditions shall be deemed to continue to apply but with the exclusion of the said provision(s).