

TERMS AND CONDITIONS

1 Provision of Training Services

1.1 This proposal will be limited to the provision of the Training Service(s) detailed overleaf.

1.2 If for any reason Driver Trett is unable to provide the Training Service(s) detailed overleaf on the stipulated date it will use its best endeavours to agree a revised date with the Client and/or to find a substitute tutor or lecturer at its own expense. Should Driver Trett be unable to agree or to make alternative arrangements it shall not suffer financial penalty or damage as a result.

1.3a In the event of cancellation of any module visit by the Client, Driver Trett reserves the right to charge any irrecoverable expenses incurred and the following charges:

More than 20 working days notice given	50% training day(s) rate payable
Between 20 and 10 working days notice given	75% training day(s) rate payable
Less than 10 working days notice given	Full training day(s) rate payable

Notice of cancellation must be received by Driver Trett in writing, by letter or email.

1.3b In the event of postponement by the Client of any module visit, Driver Trett will accept provided that this is the first instance for this module visit and the postponement period is not more than 3 months; otherwise it will be deemed to be cancellation under 1.3a. Any irrecoverable expenses incurred by Driver Trett are to be reimbursed by the Client. Notwithstanding the foregoing postponement by mutual agreement will be subject to the terms of that agreement.

1.4 The Training Service will be provided in the time scale and to the brief agreed. Copyright in any documents, presentations made, workshop exercises and any course or module notes prepared by Driver Trett will remain with Driver Trett.

If any one of the above has been prepared jointly with the Client, then Driver Trett agrees to share copyright with the Client for the element(s) concerned. In such a case(s), neither party to this proposal and agreement shall reproduce any part of any element without the written permission of the other party.

1.5 Driver Trett registered tutors and lecturers (other than the Director of Training and Senior Tutor) are independent agents. They are not direct employees of Driver Trett. Driver Trett requires high professional standards from them and reviews individual performance on a regular basis. Nevertheless, Driver Trett does not accept any liability for their views nor can their views be taken as representing those of the Chartered Institution of Civil Engineering Surveyors on any direct or related topic.

1.6 A minority of Driver Trett tutors and lecturers are registered under the Construction Skills Certification Scheme. Where the Training Service involves a visit to site Driver Trett accepts that its tutors and lecturers will abide by the local relevant health and safety rules but the Client is expected to ensure that all tutors and lecturers will be treated as a visitor under these rules.

1.7 Any insurance liability that may arise for any reason associated with any Training Service provided by Driver Trett shall be the responsibility of the Client.

1.8 Unless and until otherwise agreed the choice of method of working remains with Driver Trett and is dependent on the application of proper professional standards. Tutorials and workshops will usually have a maximum of 15 delegates. Professional standards concerning confidentiality, conflicts of interests, and other such matters will be maintained

1.9 Should Driver Trett provide the proposed (or any) training services before this proposal is formally agreed, signed and returned or before a formal order is received by Driver Trett then a contract shall be deemed to exist between Driver Trett and the Client, the terms of which shall be limited to those stated herein.

1.10 English Law shall apply to this contract unless otherwise stipulated. The dispute resolution process shall be mediation or dispute resolution panel. Failing any other agreement between the parties to the contract the mediator or panel members will be appointed by the President of the Chartered Institution of Civil Engineering Surveyors upon application. The parties agree to be bound by the decision of such process and no further right of appeal shall exist.

2 Fee Structure and Payment

2.1 Driver Trett offers special rates for Training Services provided to Clients with Chartered Institution of Civil Engineering Surveyors approved development schemes. This will be reflected in the fee detailed overleaf. The day rate is based on an eight hour working day including lunch and mid-session breaks of one and a half hours in total. Driver Trett full day workshops are structured on this basis.

The minimum payable unit is one half day or four hours. Driver Trett half day modules are structured on this basis.

2.2 Expenses will be charged at cost in line with normal senior staff practices.

2.3 Travelling time will be charged for all travelling time after the first hour travelled in each direction.

2.4 Driver Trett is concerned that the daily working hours and distances travelled by its registered tutors and lecturers are not excessive. For this reason Driver Trett expects its tutors and lecturers not to drive more than 200 miles or to be making presentations for more 8 hours (including breaks) in any one day. Should distances to and from course venues be more than 100 miles in each direction tutors and lecturers will be encouraged to arrange and Clients will be charged with overnight accommodation accordingly.

2.5 Preparation time will not be charged without prior agreement between Driver Trett and the Client.

2.6 The day and half day rates includes the provision of one copy of the teaching notes and slide presentation for one module provided the module is from the Driver Trett library. Copies of any other documentation or for documentation to accompany any other presentations may incur a charge at cost.

2.7 Payment must be made, in advance, by credit or debit card, unless otherwise agreed. For a minimum of four attendees payment by invoice may be accepted.