

Booking Conditions

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE BOOKING A NATIONAL GRID PERSON OR PERSON RENEWAL COURSE:

1 About Us

1.1 Company details. Energy & Utility Skills Ltd (company number: 03812163) (we and us) is a company registered in England and Wales and our registered office is at Friars Gate, 1011 Stratford Road, Shirley, Solihull, B90 4BN.

1.2 Contacting us. If you have a query in relation to a Person or Person Renewal booking, then please us by e-mail: ngbookings@euskills.co.uk or by phone: 0121 713 8272.

1.3 In these terms and conditions references to “National Grid” are to National Grid Electricity Transmission PLC (company number 02366977).

2 Our Contract With You

2.1 Our contract. These terms and conditions (“Terms”) apply to any National Grid Person (“Person”) or National Grid Person Renewal (“Person Renewal”) training courses (including e-learning packages) booked with us (“Courses”). By booking onto a Course (“Booking”) you agree to be bound by these Terms which will form the contract between us (“Contract”).

2.2 Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation that is not set out in the Terms.

2.3 Your copy. You should print a copy of these Terms or save them to your computer for future reference.

3 Booking Courses

3.1 Person Courses. Available Courses can be located on the training calendar on the Energy & Utility Skills booking portal located at <https://ngbookings.eusr.co.uk> (“Booking Portal”). It is your responsibility to select a Course which meets your requirements. Prices for Courses can be found on the Booking Portal (“Course Fee”).

3.2 Booking. Bookings for Courses must be made online via the Booking Portal (“Online Bookings”) We are unable to accept Bookings less than 10 working days before the requested Course date.

3.3 Details. You are responsible for ensuring that your Booking is complete and accurate. The Booking Portal will not accept bookings without full delegate details including name, date of birth, company name, address, phone number, email address and where applicable an EUSR ID number.

3.4 Pre-requisites. By making a Booking you are declaring that the delegates meet all necessary Course pre-requisites (as detailed in the guidance notes located on the scheme overview on the Booking Portal). This shall include health and safety requirements. If delegates do not meet the pre-requisites, they will be refused training and no refund of the Course Fee will be made in these circumstances.

4 Changes by Us

4.1 Changes. We reserve the right to amend or cancel any Course, Course times, dates or Course Fee. Changes to Course Fee, times and dates will be advised before the Course start date and any Booking already made will not be subject to the increased price.

4.2 Mistakes. Although we make every effort to ensure that prices and Course details listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price or details of the Course, we will tell you and give you the option of reconfirming the Booking or cancelling the Booking.

4.3 Events outside our control. We will not be liable or responsible for any failure to provide Courses or in relation to our obligations caused by any act or event beyond our reasonable control. We will not be responsible for any costs incurred by delegates in such situations.

4.4 On the day cancellation. In exceptional circumstances we may have to cancel Courses on the day, for example, where a facilitator is sick. We will act reasonably to avoid cancellation, but in such situations we will cancel the Booking with a refund and ask delegates to use the Booking Website to book an alternative course. We will not be responsible for any costs or losses incurred by delegates in such situation.

4.5 Minimum numbers. A minimum number of four delegates is needed for a Person Course to run. Where there are insufficient delegates 10 days prior to the date of the Course, we will cancel your Booking and refund the Course Fee where you have paid this. We will also ask you to use the Booking Portal to book an alternative Course.

5 Booking Website

5.1 Website failure. As the Booking Portal is not operated by us, we are not responsible for any unavailability of the Booking Portal or errors in Online Bookings. In the event of Booking Portal failure please contact us for assistance.

5.2 Availability. We reserve the right at our discretion to cease availability of Course Bookings at any time.

6 How to Pay

6.1 Payment. Payment of the Course Fee is required prior to the date of the Course. Once a Booking is made you will receive a booking confirmation and joining instructions.

6.2 On the day payment. In exceptional circumstances and at our discretion we may accept on the day payment by credit card. This may be subject to an administration fee (as set out on the Booking Portal). An authorisation code allowing you to attend the Course will be provided to you once full payment of the Course Fee has been received. You will not be admitted to the Course without the authorisation code.

6.3 VAT. Course Fees are exclusive of VAT. Where VAT is payable you must pay us the amounts in respect of VAT, at the applicable rate, at the same time as you pay the Course Fee.

6.4 Failure to pay. If you fail to make payment of the Course Fee by the due date, then, without limiting our other rights and remedies we reserve the right to charge interest on that sum at 5% per annum above the base lending rate from time to time of Lloyds Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. We agree that this clause 6.4 is a substantial remedy for late payment of any sum payable under this for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

6.5 Expenses. Any travel, accommodation or subsistence costs incurred are entirely your responsibility.

7 Cancellation

7.1 Cancellation. You may cancel the Booking without charge by notifying us using the Booking Portal no later than 10 working days before the Course date.

7.2 Late cancellation. Any cancellation notified to us less than 10 working days before the Course date will still incur the full Course Fee.

8 Reasonable adjustments

8.1 Reasonable adjustments. We aim to ensure that our Courses are accessible to all. If you need us to make a reasonable adjustment to enable you to participate in a Course, including in relation to language or literacy issues, these must be communicated to National Grid's contracted training provider at the time of Booking.

8.2 E-learning packages. Reasonable adjustments are permitted in relation to the Person Renewal e-learning package. These must be locally agreed between individuals, contractors/providers and training providers (if they are supplying an e-learning service) but must not affect the independence of the learning and assessment being undertaken by the individual undertaking the Renewal package.

8.3 Wheelchair Access. Wheelchair access is available at the Eakring site and must be communicated National Grid's contracted training provider at the time of Booking.

8.4 Visas. We welcome delegates from overseas but it is your responsibility to ensure that the delegate(s) have a valid visa and can comply with all immigration requirements before Booking a Course. Please note that our Courses do not qualify you for a student visa.

9 Course details

9.1 Joining instructions. Joining instructions will be e-mailed to you with your confirmation of booking.

9.2 Venue. Person Courses are delivered at the National Grid Academy, Eakring, Nottinghamshire. The joining instructions will include all policies applicable at this venue, for example, health and safety requirements. These policies must be adhered to at all times,

9.3 Late arrivals. If you arrive after the Course starting time the Course facilitator may, at their discretion, refuse Course attendance. In such circumstances the full Course Fee will remain payable.

9.4 Exclusion. The Course facilitator may at their discretion exclude a delegate from a Course prior to commencement of the Course or whilst a Course is in progress. Reasons for excluding a delegate may include failure to comply with the assessment rules for a Person Course detailed in the joining instructions. Where a delegate is excluded from a Course the full Course Fee will remain payable.

9.5 Person Renewal. Delegates must take the Person Renewal e-learning Course independently and without assistance from others.

9.6 Materials. All materials used for the Courses are owned by National Grid. No content may be copied, reproduced or used in any way without National Grid's prior written permission. Any such use is strictly prohibited and will constitute an infringement of National Grid's intellectual property rights.

10 Liability – Your Attention is Drawn to This Clause

10.1 Liability. Nothing in the Contract limits or excludes a liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation.

10.2 Exclusion. Subject to clause 10.1 neither we nor National Grid (nor any contracted training provider of National Grid) will be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect or consequential loss.

10.3 Total liability. Subject to clause 10.1, our total liability and that of National Grid (and any contracted training provider of National Grid) to you arising under or in connection with the Contract or the provision of any Course, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited in aggregate to the Course Fee paid by you.

11 How We May Use Your Personal Information

11.1 Personal data. We will use any personal information you provide to us to:

11.1.1 provide the Course (and for this purpose we may share your personal information with National Grid and its contracted training provider);

11.1.2 process your payment; and

11.1.3 for accreditation purposes by us or National Grid.

11.2 Privacy Notice. Further details of how we will process personal information can be found [here](#).

12 Complaints Procedure

12.1 Complaints. We are committed to providing a high standard of customer care. If you are not happy with any element of the booking service you receive from us then please contact us on ngbookings@euskills.co.uk to discuss.

13 General

13.1 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations.

13.2 Severance. Each paragraph of these Terms operates separately. If any court decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force.

13.3 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

13.4 Governing law and jurisdiction. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.