

# Chris McAllister Limited: Training and Development

## TERMS OF BUSINESS

### **Our commitment is to provide you with quality service in training, delivery of qualifications and consultancy.**

These Terms of Business are intended to make clear, in as straightforward a manner as possible, the way we carry out work on your behalf. This benefits us both by setting out where we stand at the beginning of our relationship and should avoid any misunderstandings or uncertainty in the future. If you have any doubts or concerns about any of the following terms and conditions, please ask and we will be happy to explain.

1 **Contracting.** You will be liable to pay for any work carried out by us in good faith on your behalf and it will be your responsibility to ensure that any contract agreed between us, verbal or otherwise, is covered by appropriate official purchase orders, contract documents etc. This may be in the form of a purchase order, contract etc. Please note that if no such written documents are provided to us, any work agreed between us and carried out by us for you in good faith shall still be deemed to be covered by such a written contract under our own terms of business.

2 **Detailed quotation.** We will provide you with a full quotation, giving a detailed breakdown of our charges, based on the work being discussed at the time. Subsequently, our invoice or invoices will reflect the charges quoted. If circumstances or your requirements alter, the subsequent invoices will reflect these changes pro rata.

3 **Bases of charging.** We can offer you a number of formulae on which our fees for professional services could be based; e.g.

- Training individuals or groups at a daily rate or part thereof: currently £800
- Carrying out deskwork, research or consultancy at a discounted daily rate
- Providing follow-up assessment for individuals or groups at an agreed fee per group.
- Providing follow-up assessment for individuals or groups at an agreed fee per candidate.
- Traveling at an agreed mileage or other rate, currently 40p per mile
- Awarding Body charges at the rate in force at the time.

4 **Invoicing.** We will raise invoices as soon as work with a particular individual group or qualification has commenced. VAT will be added to all invoices and will be due for settlement within 30 days.

5. **Discounts** may be available depending on conditions, such as multiple entries..

5 **Cancellations and substitutions.** Invoices must be settled in full as above, notwithstanding any cancellations, substitutions or changes of programme originated by the client. The agreement of Chris McAllister Limited must be obtained before any one-for-one substitution of candidates can be permitted, and this will not be permitted where any work has commenced with the original candidate. The same will also apply to changes in the programme originated by the client and not agreed to by Chris McAllister Limited. In the case where a candidate fails to complete a programme for which the client has been invoiced, the invoice will remain payable as above.

6 **Third Party charges.** Notwithstanding the above, any third party charges such as those made by awarding bodies will be invoiced by us on the basis of charges and fees ruling at the time.

7 **Our work for you.** Chris McAllister Limited is a partnership of training consultants providing for clients a service consisting of one or more of the following: training of clients or their staff for the purpose of achieving National or Scottish Vocational Qualifications for the benefit of the client's staff or other clients, assessment of persons as required by the appropriate National Standards for this purpose, the provision of a verification, accreditation and certification service through an appropriate Awarding Body, consultancy, advice, research, development of training and assessment materials etc.

8 **Time.** We will provide the services agreed by you and arrange for them to be completed within a reasonable timescale to your satisfaction or modified as circumstances dictate. You will make adequate time available to your trainees to enable them to complete the required tasks and exercises and also provide a minimum of facilities and resources for these purposes.

9 **Access to trainees.** You will allow us access to your trainees at all reasonable times, or as agreed, for the purpose of completing any required training or coaching, preparing assessments, etc. You will also allow the Verifiers or other officials appointed by the Awarding Body reasonable access to your trainees for the purposes of conducting the verification of the assessments carried out by us, and you will not hold either the Awarding Body or ourselves liable for any consequential loss.

10 **Premises.** Where we provide services such as training on your own premises or on third party premises, these premises and any equipment used therein for the purpose of providing training etc. shall be covered by a valid fire certificate and employer's liability insurance and shall also comply with all relevant Health and Safety legislation, particularly in relation to emergency escape routes, location and nature of fire precautions, etc. In addition such premises shall possess suitable seating, tables, adequate space per delegate plus other equipment required by us and agreed by you.

11 **Persons delivering our contract.** We will make every effort to deliver the agreed training using the consultant agreed, Chris McAllister himself or otherwise. In the unlikely event that this will not be possible we will give you as much warning as we can and seek your agreement to the provision of an alternative consultant.

12 **Confidentiality.** Information, which we receive by way of your trainees, is kept confidential by us and will not be disclosed to any third parties. Where we are obliged to ask your trainees to make available for purposes of assessment and certification, copies of documents of varying degrees of confidentiality, we will treat these in strict and complete confidence (except insofar as is required for purposes of verification) and return them to you or to your trainees when we have finished with them.

13 **Complaints.** You should refer any complaints to us in the first Instance. It is our policy to try to resolve any complaints to your complete satisfaction.

14 **Equal opportunities.** We are committed to the promotion of good practice in the field of equal opportunities and to the elimination of unlawful or unfair discrimination on the grounds of gender, race, age, disability, particular needs, domestic circumstances, sexual orientation, colour, ethnic and national origin and religion. A copy of our policy on Equal Opportunities can be made available to you on request or consulted via our website; <http://www.chrismca.com/equal.pdf>

15 **Access to assessment.** We are also committed to the promotion of good practice in respect of access to assessment. A copy of our policy on access to assessment can be made available to you on request or consulted via our website; <http://www.chrismca.com/comapp.pdf>

16 **Appeals.** Appeals against assessment decisions will be dealt with in accordance with our policy on appeals, a copy of which can be made available to you on request or consulted via our website; <http://www.chrismca.com/comapp.pdf>

17 **Data Protection.** We only record such information on our candidates as would be required to provide an efficient service and to comply with the requirements of any Data Protection legislation in force at the time.

18 **Value Added Tax.** VAT will be added to all our invoices at the rate in force at the time.

19 **Payment of invoices.** You must pay our invoice within 30 days. Please see Clause 4 above.

C E McAllister,  
Chris McAllister Limited  
2 Riverside Walk  
ANNAN  
DG12 6BE

Tel. 01461 205866

Fax 01461 205838

e-mail [chris@chrismca.com](mailto:chris@chrismca.com)

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