



Terms and Conditions of Service

1. About Us

CMT Commercial Services Limited is registered with Companies House number 13167098. We own and operate the website www.cmtcommercialservices.com.

2. Definitions

In these terms and conditions, the following words will be given these meanings:

'Agreement'	refers to these terms and conditions;
'Business hours'	Monday to Friday between 08.30am and 05:00pm, except Bank holidays (recognised in England).
'Company'	refers to CMT Commercial Services Limited and also referred to as 'CMT', 'the Company', 'Us' or 'We';
'Commencement'	means the date from when the term of this contract starts.
'Client'	refers to the organisation, group, association, any business or individual to whom we provide services. Also referred to as 'You';
'Instructor'	refers to any employee, subcontractor or agent working on behalf of CMT Commercial Services Limited
'Training Centre'	refers to the place where training and/or testing is being delivered
'Quotation'	refers to any written communication from CMT that includes costs or date availability

3. Interpretation

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

4. Term

When making a booking for training courses, we will confirm the details to you in writing and from the date that a confirmed booking is placed a contractual agreement with us for the full services booked will be in force. Any changes, cancellations and refunds are subject to these terms and conditions.

5. Provision of Services

These terms and conditions apply to all bookings made for our training courses and other services. They form a contractual agreement with us and include any Schedules attached or separately agreed. In addition to these Terms and Conditions, our Privacy Policy will apply to all agreements between us and our clients.

These terms and conditions shall apply to the provision of training services and courses by CMT Commercial Services, including the hire of our classrooms at our Training Centre.

CMT Commercial Services shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the UK training sector.

CMT Commercial Services shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services.

CMT Commercial Services shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

CMT Commercial Services shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes.

6. Client's Obligations

The Client shall provide all pertinent information to CMT Commercial Services that is necessary for the provision of the courses booked. A list of course attendees should be provided to us no later than 5-working days before the course date.

If services are to be provided at the Client's premises or any other location controlled by the Client, the Client shall ensure that CMT have access at the agreed times, the site specified is suitable for the requirements of the services and that it meets any relevant approved Codes of Practice as set out by CMT or any related Awarding Body.

Failure in the aspect of site suitability above may result in cancellation of the booking without notice and subject to cancellation terms.



7. Health and Safety

The client is solely responsible for ensuring all relevant insurance policies are in place and current for any services taking place at the client's site. Any equipment owned by or hired to the client for use by candidates and/or CMT instructors must be in a safe working condition and fit for purpose.

8. Late Arrival

CMT instructors will endeavour to accommodate candidates who are slightly late for course start times for genuine reasons. If, in the opinion of the instructor, the late candidate has not missed much of the course and can make this up during the day, the candidate will be allowed to join the course. If, in the opinion of the instructor, the candidate is not able to make up the missed work, they will not be allowed to join the course and cancellation fees will apply.

Candidates that arrive late to their CPCS theory and/or practical test will not be allowed to complete their testing in line with the CPCS Scheme Rules. CPCS testing times will be provided to the client via email prior to the start date of the booking.

9. Training Pre-Requisites

Failure of any element of a course or test that is a prerequisite for subsequent elements will result in part or all of the booking being charged in full. Additionally, failure to supply any prerequisite documents or comply with other requirements prior to the commencement of the course or test will result in part or all of the booking being cancelled and charged in full.

10. Delegate Information

For training courses involving elements of a practical nature, candidates are required to provide their own Personal Protective Equipment (in clean and working order) as detailed on the Joining Instructions issued. Additionally, candidates must be physically fit to withstand the rigours of training. The onus is entirely on the candidate to ensure their fitness and suitability to undergo training and CMT cannot and will not accept any responsibility in this regard. Consumption of any alcohol or illegal substances is not permitted before or during any CMT courses or testing. If there is any evidence of such, instructors are obliged to refuse to train/test the candidate.

Equipment must not be removed from the training environment. Any damage caused by wilful misuse or negligence will be invoiced to The Client.

For booking of any CPCS course or technical test the client is responsible for the candidate having achieved a valid Health and Safety Touch Screen Test. CPCS tests cannot be completed without the candidate having a valid CSCS Health, Safety and Environment Test. To be classed as valid under the rules of the CPCS scheme the CSCS Touch Screen Test must have been passed within 2 years of the CPCS test date. For example, if the candidate passed the test over 4 years ago, the Touch Screen Test must be taken again before completing a new CPCS test.

11. National Vocational Qualification (NVQ)

Clients are required to make up an initial payment of 50% of each NVQ category before the booking can be processed. This is to cover the cost for the administration, registration and portfolio expenses that CMT are required to settle upon commencement of the NVQ. The initial 50% upfront payment is non-refundable. Upon completion of the NVQ, the customer will be charged the remaining 50% balance.

If the candidate is not present at the confirmed location at the agreed date and time of NVQ Assessment visit, CMT reserve the right to charge the customer £250.00 as a no-show fee.

For booking of any National Vocational Qualifications the client is responsible for the candidate having achieved a valid Health and Safety Touch Screen Test. CPCS Blue Cards cannot be applied for without the candidate having a valid CSCS Health, Safety and Environment Test. To be classed as valid under the rules of the CPCS scheme the CSCS Touch Screen Test must have been passed within 2 years.

12. Charges

Course bookings are subject to availability. All applicable charges shall be advised and agreed with the Client prior to confirming a booking for courses.

13. Payment

The Client shall pay to the Company the agreed charge in return for training courses to be supplied as detailed. Any alteration or addition to the number of attendees may result in an increase in the charge under this contract.

Charges for training courses/tests are due for payment 30-days (or in line with your contractual agreement) from receipt of invoice. Payment can be made by credit card or BACS transfer to the Company account. All charges are subject to VAT at the prevailing rate.

The Company reserves the right to cancel or suspend services under this contract, on a temporary or permanent basis, if payments due are not received by the Company.



14. Late Payment

Invoices not paid by the due date will be subject to interest at a rate of 8% of the gross invoice amount plus the Bank of England base rate of 0.5%, calculated on a daily basis. Additional fees for administration and legal costs will also be added to the outstanding amount where credit control and enforcement action become necessary.

15. Certificates

The Company will be under no obligation to provide or issue any certificates or other similar documents to the Client, unless payment has been made and received in full.

Duplicate certification will be charged as per the Awarding Body cost incurred to CMT plus a £25.00 administration fee.

16. Company Personnel

The Company shall appoint suitable trainers, testers or assessors to carry out services on behalf of the Company at their sole discretion. All appointed instructors will be checked to ensure they are suitably qualified and have the correct certification and accreditations as appropriate.

17. Termination

CMT reserves the right to terminate any Agreement in the following circumstances:

- (i) failure to pay any sum due;
- (ii) the Client is in material breach of any of these terms and conditions;
- (iii) the Client is in liquidation, or may be wound up due to insolvency.

18. Cancellation, Substitutions and Refunds

If the Client needs to cancel or change the date of a course, CMT will endeavour to accommodate the request, which may depend on course and instructor availability. If the change is within the cancellation terms, it will be deemed a cancellation of the booking. The booking will be subject to the following terms unless terms were detailed within the quotation: if the change is requested within 0-14 days of the booked date, the cancellation will be charged at 100% of the total booking amount. If the change is within 15-28 days of the booked date, the cancellation will be charged at 50% of the total booking amount. Any reduction or variation in the cancellation fee is solely at the discretion of CMT Commercial Services.

Substitute candidates will be accepted free of charge unless there are restrictions or charges from an Instructor or Awarding Body.

CMT reserve the right to cancel courses if insufficient candidates are available to make running of the course viable. Full refunds will be given in the event of a total cancellation by us and where the services cannot be rescheduled.

19. Insurance

The Company shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

20. Indemnity

The Client shall indemnify the Company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the Company may suffer or incur in connection with a claim by a third party, resulting from a breach of the clients' obligations, undertakings and representations and warranties in connection with this contract.

21. Limitation of Liability

We warrant that we will provide the Services with reasonable care and skill. Except as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or by common law in connection with the supply of our services are excluded to the fullest extent permitted by law.

Nothing in these Terms and Conditions shall purport to exclude or restrict our liability for death or personal injury resulting directly from our negligence in carrying out services under this Agreement.

22. Intellectual Property Rights

All content of this website and our training materials, including graphics and logo remain the sole property of the CMT and are not to be copied, reproduced or distributed either in part of full, without our prior written consent.

23. Confidentiality and Data Protection

CMT will adhere to all national and EU data protection, data transfer, and data retention laws and regulations. We store all data securely.

All personal and sensitive information that you send to us or forms part of our communications, will be kept confidential and will not be given to any unauthorised third parties except as required by law. Personal data may be provided to third parties we use to provide our services and we reserve the right to contact all course attendees with specific information in order to fulfil our contractual obligations and legitimate business interests. Further information about our use of personal data is explained in our Privacy Policy.



Any Client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual. Under data protection legislation all individuals have the right to access their personal data and when processing data on your behalf we will comply with the provisions of UK data protection legislation.

24. Force Majeure

While every effort will be made by the Company to provide training services, where accepted, the full performance of this contract is subject to variation or cancellation by the Company consequent upon an act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the Company.

In the case of extreme bad weather conditions, the Company reserves the right to cancel or reschedule courses and training, if the weather would cause a health and safety risk.

25. No Waiver

No failure or delay by either party in exercising any of the rights under this contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

26. Amendments to Terms

CMT may revise these Terms and Conditions from time to time and will notify you of any material changes that apply during any relevant contractual period.

27. Severance

If one or more of the provisions of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of these terms and conditions and shall remain enforceable.

28. No Partnership

Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship other than the contractual relationship expressly provided for in these terms and conditions.

29. Third Parties

No part of these terms and conditions shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

30. Notices

CMT Commercial Services is a limited Company registered in England & Wales, registered number 13167098. We can be contacted by email to hello@cmtcommercialservices.com or by post to Oakley House, Headway Business Park, 3 Saxon Way West, Corby, Northamptonshire NN18 9EZ.

Notices sent to us by e-mail will be deemed to have been received twenty-four hours after sending.

31. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and its courts shall have exclusive jurisdiction in respect of any dispute or legal proceedings relating to any matter under this contract.