



**WARWICK
TRAINING
& SAFETY**



Accredited Training For Industry

Terms and Conditions



Thank you for choosing to work with Warwick Training and Safety. We look forward to meeting you and your team on site.

We have assembled this document to aid you in making sure your site and machine is ready for our arrival.

Please ensure this document has been read in full by the party who has booked the visit to site and is fully understood.

Should you have any issues before our visit to you site please do not hesitate to contact us.

James Coleman (Company Director)

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1. Our instructors.

All of our instructors are professionally qualified and ITSSAR Registered. Every instructor we send to your site is there to help you achieve your training needs.

By confirming the course you are giving permission for our instructors to operate any equipment required whilst on site and during the confirmed training dates.

Whilst on site should an issue arise with an instructor please take the following steps:

In the first instance please speak directly to the instructor.

If the issue cannot be resolved directly with the instructor please contact Warwick Training and Safety directly.

Our instructors will always arrive on site with the appropriate PPE and will ensure it is worn correctly in line with site safety standards. (In line with HSE best practice.)

Please note our instructors are required to carry out their duties in line with the standards set out by the accrediting body association (ABA).

You can find out more about the ABA by visiting: <https://abawt.co.uk>

2. Your machine.

Whilst on site we will require use of your machine or equipment. The machines must be provided in a suitable working condition and available for the full duration of the course.

Any equipment to be used must have a current inspection certificate (Outlined in LOLER Regulations 1998) and be free from any dangerous defects examples of such defects might include but are not limited to, leaking damaged or worn hydraulic lines, cracked or split tires, inoperable or damaged seat belt...

You must have a pre-use check sheet with your machine. If you do not currently have a pre-use check system in place you can download a pre-use check to suit a diesel, electric or LPG driven truck from our website.

Should your machine or equipment found to be unfit for use we reserve the right to cancel your course. A course cancellation charge may be issued.

3. Your training area.

While on site we will require the following areas to adequately train your candidates.

We will require a room in which to conduct a theory lesson and subsequent theory testing.

We will require a practical training of adequate size to provide ample room for candidates to have full use of the truck.

We use ACOP L117 (Rider operated Lift Trucks) as guidance to what is a suitable practical training area. As a brief guide your training area must meet the following standards:

(Section 38 L117) A suitable manoeuvring area should be provided and appropriately marked. While training is in progress, access to this area should be restricted to the instructor and trainees. The area will need to include facilities for simulating the manoeuvring space likely to be encountered in the workplace, including slopes. For rough terrain trucks an appropriate surface and obstacles representative of the conditions for which training is being provided is necessary.

4. Your candidates.

Whilst on site we will provide supervision of your candidates. Whilst under our supervision it is imperative that your candidates listen to our instructors. The instructor on site will not place them in a dangerous situation or ask them to carry out a task they are not capable of carrying out.

Your candidate will be required to provide their own PPE. While requirement for PPE should be noted in your internal risk assessment we highly advise the use of safety toe capped footwear and a hi-visibility vest/jacket as recommended in HSE (HSG136).

<https://www.hse.gov.uk/pubns/books/hsg136.htm>

Please note PPE is mandatory on constructions sites.

Your candidates must have a level of English in which they are able to read and understand some complex English words. If you are unsure if the candidate is right for our courses we advise you have them complete an example B1,B2 or C3 English competency test to assist in assessing their abilities in use of the English language.

Should your candidate attend a course and be found to be non english speaking or have an extremely limited command of the English language we reserve the right to request a qualified translator or consequently refuse training. (As per ABA guidelines.)

Break times: During the course your candidates will be given adequate break times. These will normally align with their regular scheduled breaks however it is at the instructors discretion if they feel additional breaks are required.

5. Bookings

All bookings that are arranged and any changes or amendments to bookings must be confirmed through office@warwicktraining.co.uk (Provisional bookings must be confirmed within 48 hours. Failure to confirm booking may lead to dates being issued to another interested party).

You may also receive a request for information such as but not limited to proof of previous candidate training. All data received will be handled in a secure manner in line with GDPR (Section 8 GDPR.)

When booking you will need to inform us whether you would like accredited or in house training. We are happy to provide in house training courses, however we will still work within the guidelines set out by the ABA.

When booking your course please ensure your candidate is suitable to attend one of our courses. If your candidate is found to be unsuitable or incompatible with the course which they are attending we retain the right to refuse training for that individual.

ITSSAR Standards require that we operate within strict guideline's for timing of courses.

For example a 1 instructor, 3 candidates, 1 machine at a novice level would require 5 days training. We are not able to amend or alter the length of time your candidate must be on the course.

To have accredited training your candidate must be able to attend all days of a course.

We cannot mix courses. (For example: 1 person counterbalance and reach refresher in one day.)

Drugs and Alcohol:

We operate a zero tolerance attitude to drugs and alcohol. If a candidate is suspected to be under the influence of drugs or alcohol we reserve the right to remove the candidate from the course. Please note prescription drugs which could cause drowsiness are included in our drugs and alcohol policy. If a candidate is currently taking: eg hay fever medication, it is vital that they inform their instructor and bring the original documentation provided with the medication.

When booking your course please ensure you are clear on what your training needs are. It will help us to ensure we are providing you with the correct instructor.



All bookings, Amendments, Alterations or information **MUST** be provided to:

office@warwicktraining.co.uk

Our instructors will be able to book/amend courses whilst on site however customers must email confirmation of changes required.

6. Cancellation.

We understand that unexpected circumstances can happen and we will always work with you to offer an alternative booking slot instead of cancelling.

In the event that you should need to cancel a course we require the following notice:

2 business days : For any course of 1 - 3 days.

5 business days : For any course booking of more than 4 - 5 days.

Failure to adhere to this policy could incur a charge.

If at any point our agents/instructors feel that you have failed to meet your duty set out in the terms and conditions in this document we allow them the right to cancel the course. This will only happen in the most extreme circumstances.

7. Special Requirements.

Our standard working days is 08.30 - 16.30

Should you require an early start time, Late finish or alignment with your shift patterns please inform us when making and confirming your booking. (Working before 07.00 or after 20.00 may incur additional charges).

This is to ensure we send the right instructor to best suit the needs of your business.

8. Documents.

You will be required to provide proof of training when booking conversion or refresher training courses.

While on site we will require your candidates to sign documents to show proof of training received. The documents must be signed. Failure to do so will result in your candidate being asked to leave the course.

Any document removed from site by our instructors will be stored in line with GDPR requirements.

9. GDPR.

GDPR Warwick training and safety is registered with the ICO (Information commission Officer) for the purposes of GDPR regulations. Information is stored for 7 years. And securely destroyed.

ICO tier 1 ref number: ZA248471

10. Payment.

We reserve the rights to credit check before agreeing to provide service.

Invoices for new customers will be sent before any service is provided.

Existing customers, invoices will be provided with copies of achieved certification. (Please ensure you have checked all documents in mail responses.)

Our payment terms are 14 days from date of invoice.

Delayed payments after 14 days will be investigated and a reminder will be sent. Failure to pay outstanding invoices will prompt litigation.

11. Complaints.

All complaints are to be addressed in writing to office@warwicktraining.co.uk and these will be dealt with as promptly as possible. Please provide any evidence to back up your complaint in the email.

Treatment of instructors: At Warwick Training and safety we take the safety of our team very seriously, if at any time an instructor feels threatened or their safety is compromised they reserve the right to leave site. (The instructor will contact a senior member of staff within Warwick Training and safety to discuss the issue and seek advice.)

12. Our role.

The role of Warwick Training and Services is to act as an adviser.

We are not on hire to manage your team or to provide training that goes against the interests of ACOP (Approved code of practice) or the ABA standards.

Warwick Training and Safety will always endeavour to ensure you get the most out of your training budget by providing advice on what services are available to you.

Any duty to be carried out by Warwick Training and Safety will be within the guidance set out by the HSE, ITSSAR / NPORS and ABA standards.