

1. Interpretation – In these conditions of service;  
“**Supplier**” means Phoenix STS Ltd. t/a Phoenix Safety Training Services, registered in Ireland (registration number 491221) whose registered office is at Suite 20 Redleaf House, Townspark, Longford Co. Longford. N39 YW68  
“**Customer**” means the person who purchases the services or goods.  
“**Services**” means the services or goods ordered by the Customer from the Supplier, in an order which has been accepted by the Supplier.
2. General;
  - 2.1. In these terms “**you**” and “**your**” as appropriate refer to the Customer and “**us**”, “**our**” and “**we**” refers to the Supplier, Phoenix STS Ltd. t/a Phoenix Safety Training Services. “**Days**” refers to working days, being Monday to Friday inclusive excluding bank holidays unless otherwise stated.
  - 2.2. We are pleased to accept orders subject to the terms as stated below.
  - 2.3. Unless expressly agreed in writing (for example in the case of a tender), any alteration to these conditions will not apply.
3. Quotations;
  - 3.1. Our quotations are valid for 30 days from date of issue only, unless otherwise agreed in writing.
  - 3.2. Quotations are for the sole use of the addressee, and we reserve the right to withdraw a quotation which has been passed by you to a third party.
4. Delivery and Collection of Goods in Normal Circumstances;
  - 4.1. We will deliver an order within the agreed delivery period, but we cannot be held liable for any loss caused by late delivery.
    - 4.1.1. If we do deliver late, you are not entitled to regard this as a breach of contract.
  - 4.2. Goods will be delivered to the delivery address supplied by you.
    - 4.2.1. You are considered to have given authority to accept a delivery on your behalf to any person who accepts delivery at the delivery address.
  - 4.3. If we or the goods carrier cannot deliver to the delivery address, then we may either store the goods and deliver at a later date or return the goods to stock and deliver similar goods later.
  - 4.4. You are obliged to provide adequate labour facilities at the delivery or collection address to unload or load the goods without undue delay.
    - 4.4.1. We will require compensation for any loss we suffer arising from delivery or collection or non-delivery or non-collection of the goods.
    - 4.4.2. If it is neither our fault nor that of our carrier, that any delivery or collection is delayed or cannot be carried out then we will charge you for any extra costs incurred.
  - 4.5. If we deliver in instalments to you, then each instalment is a separate contract.
    - 4.5.1. If payment in full is not made to us at the proper time for orders which have already been delivered, then we may withhold or cancel delivery of any other orders which have not yet been delivered to you.
  - 4.6. Unless by prior agreement our prices exclude delivery or transport charges, insurance in transit taxes.
    - 4.6.1. We will charge you extra for transport, packaging, taxes and insurance as applicable.
5. Prices;
  - 5.1. Unless otherwise stated all prices are quoted in euro and are exclusive of Value Added Tax (VAT).
  - 5.2. VAT will be added to all invoices at the rate applicable on the tax point date.
  - 5.3. The tax point date will be the date of the invoice.
6. Application for Credit;
  - 6.1. Where you seek to establish a credit account, we require completion of credit application form. We reserve the right to cancel a credit account without prior notice to you.

- 6.2. By completing the application form, you are authorising us to verify the information you have provided; this includes contacting trade references.
- 6.3. Where we reach the decision not to grant a credit account, we will offer you access to finance to fund your purchase.
- 6.4. We have no control regarding the decision of the finance company to facilitate your request for credit.
7. Payment;
  - 7.1. Unless otherwise stated, invoices must be paid within 30 calendar days of their date.
    - 7.1.1. If you have not paid in full by the due date, then we will be entitled to charge you interest at 10% above the current base lending rate of the Central Bank of Ireland, compounded daily, on the amount outstanding until it has been paid in full.
  - 7.2. We will be entitled to sue you for the money and our costs incurred whether or not the goods have been passed to you.
  - 7.3. If you have a dispute or counterclaim with us, you will not be entitled to make any reduction in or deferment of payment because of that dispute or counterclaim.
  - 7.4. If a Residential Care Fire Safety Plans contract, please refer to your contract regarding alternative payment methods, as set out under contract.
8. Warranty;
  - 8.1. All goods supplied by us are warranted (by the manufacturer) to be of sound workmanship and materials, and suitable for the purpose for which they are designed under fair conditions.
  - 8.2. Our liability under this Warranty will be limited to the replacement, free repair or issue of credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.
  - 8.3. In order to make a claim under this Warranty you must return the goods.
    - 8.3.1. Within seven (7) days of delivery date or the time stipulated by the manufacturer, whichever is the longer.
    - 8.3.2. In good order and condition.
    - 8.3.3. Carriage paid to our distribution centre at registered address unless we have advised you of another address to return goods.
    - 8.3.4. Our carriers have no authority to accept goods for return unless we have agreed so in advance with you.
  - 8.4. In no circumstances, will we be responsible for loss or consequential damage arising from the failure or defect of our goods?
  - 8.5. If you return goods to us in order to make a claim under clause 8.2 above and those goods turn out to be, in our opinion, fault free or damaged by reason of misuse or negligent handling of them, then we will give you ten (10) days' notice to make arrangements to collect the goods.
  - 8.6. You may collect the goods in person or make arrangements for your carrier to collect them.
  - 8.7. You will remain liable to pay for the goods in full.
  - 8.8. We reserve the right to after the 10-day period that your non-compliance with our request for instruction will lead us to assume that you have given us unconditional authority to dispose of the goods as we see fit.
9. Catalogues and Brochures;
  - 9.1. All descriptions and illustrations of goods in any catalogue, brochure, or body of email, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us.
  - 9.2. We accept no liability for any error or omission in such documents and cannot be liable in any circumstances for loss or damage resulting from your reliance on such descriptions or illustrations.

10. Force Majeure;
  - 10.1. We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, (whether declared or not), civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other cause or circumstances beyond our control.
11. Shortages, Damages, Discrepancies and/or Loss in Transit;
  - 11.1. We will at our discretion refund, replace or issue credit where goods have been lost, wrongly delivered, damaged in transit or there is short supply of an order.
  - 11.2. We will only consider claims if made in writing to us within three (3) days of the date of delivery.
  - 11.3. If goods have been lost in transit, you must also inform the carrier in writing within that period.
  - 11.4. If goods have been damaged or supplied short, then you must keep those goods in one place, separated from any other goods and let us inspect them if we wish before we decide what action to take.
  - 11.5. If a whole consignment of goods is lost, then you must inform us in writing within ten (10) days of invoice date.
12. Retention of Title;
  - 12.1. **General** – Notwithstanding delivery the goods shall remain our sole and absolute property until unconditional payment in full has been received by us for the goods and all other monies due to us.
  - 12.2. **Sales of the Goods** – If you sell the goods on to a third party before you have paid for them you will hold the proceeds of that sale on trust for us pending payment.
    - 12.2.1. We will have the right to require you to direct the third party to pay the money they would have paid to you direct to us instead.
  - 12.3. **Storage** – You must keep the goods separated and clearly identified as our property until you have paid for them.
  - 12.4. **Insurance** – After delivery and until payment, you must keep the goods fully insured.
    - 12.4.1. If the goods are lost, destroyed or damaged, then you must hold the proceeds of the insurance for and to our order pending payment.
    - 12.4.2. If the goods are so destroyed, you are entitled to delay paying us until you have been paid by the insurer of the goods.
  - 12.5. **Recovery of the Goods** – We may enter your premises without notice and recover the goods which have not been paid for in full.
    - 12.5.1. As between you and us, this sub-clause constitutes your authority for us to enter on the premises of any other person holding the goods on your behalf and on whose property the goods may be and remove the goods without interference or obstruction.
  - 12.6. Where we have incurred any liability to you for goods or services you provide to us, we may at our discretion and by written notice to you set off any monies we owe to you against any monies you owe to us.
13. Your Bankruptcy or Default;
  - 13.1. If you fail to honour any of your obligations to us under this contract, or you breach them, or.
  - 13.2. Any distress or execution is levied on you, or.
  - 13.3. You offer to make arrangement with your creditors or commit any act of bankruptcy or if any petition of bankruptcy is presented to you, or (if you are a listed company) any resolution or petition to wind up such a company's business (other than for the purpose of amalgamation or reconstruction) is passed or presented we will have immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.
14. Onsite Training;

- 14.1. You can make a booking with a phone call or by email, and we will send written confirmation by e-mail.
- 14.2. We reserve the right to re-allocate any course date to another client if require deposit is not paid on time.
- 14.3. Telephone cancellation must be confirmed immediately in writing by e-mail to us.
- 14.4. Full course fee is payable if the course is cancelled within 24 hours of start times, (excluding bank holidays and weekends) a credit note for part of the fee may be issued for use against a future booking.

Notice Given	Refund or % of credit on cancellation
Four (4) or more days	Full refund or credit
Two or Three (2 – 3) days	50% or credit
Less than 24 hours	0%

- 14.5. A Safety Statement Workshop requires payment in full upon booking.
- 14.6. The maximum allotted time for a Safety Statement Workshop is ten (10) weeks from start date unless prior arrangements are made and confirmed in writing by us.
- 14.7. Course report and/or certificate (where applicable) will be forwarded on receipt of payment in full for course.
- 14.8. Please let us know if you or your learners have any specific learner requirements.
- 14.9. English is the language in which training is delivered, and learners must have a good command of the English language.
- 14.10. If learners wish to bring an interpreter they may do so, prior notice must be given to us of this.
- 14.11. Maximum number of learners on a course is specified on course detail.
- 14.12. All material supplied is copy write protected and shall **'Not'** be copied or transcribed or lent or used for the purpose of any training course and/or service, or for any other propose without consent in writing form us.
- 14.13. It is your responsibility to provide a suitable training area for the training courses unless otherwise arranged, and confirmed in writing by us. If you have no facility available, the cost of hiring a suitable training facility will be passed on to you.
- 14.14. In the unlikely event of a course cancellation by us, bookings will normally be transferred to the next available course date or if request a full refund or credit will be given.
- 14.15. We accept no responsibility for any loss where a course is cancelled by us due to unforeseen circumstances.
- 14.16. You will be given notice of course cancellation by phone and then by e-mail form us.
- 14.17. Money Back Guarantee;
  - 14.17.1. Learners must have a good standard of written and spoken English.
  - 14.17.2. We reserve the right to decide to offer either re-training or refund.
  - 14.17.3. Offer valid for 30 days from completion of course.
  - 14.17.4. Exam fees are not included where applicable.
  - 14.17.5. Refunds will be made by the same method as the purchase.
- 15. Public Training;
  - 15.1. You can make a booking online at [www.phoenixsts.ie](http://www.phoenixsts.ie) and immediately secure your place or with a phone call, however, in order to guarantee any course written confirmation should be sent within five (5) working days by e-mail of booking.
  - 15.2. If not booking online a purchase order number or payment in full is required within five (5) working days to reserve your place on the course booked.
  - 15.3. We reserve the right to re-allocate any course place to other learners if required payment is not received on time.

15.4. Telephone cancellation must be confirmed immediately in writing by e-mail to us.

Notice Given	Refund or % of credit on cancellation
More than fourteen (14) days	Full refund or credit
Seven to fourteen (7 – 14) days	50% or credit
Less than seven 7 days	0%

15.5. Please let us know if you or your learners have any specific learner requirements.

15.6. Any learner requirements are treated with the strictest of confidentiality.

15.7. English is the language in which training is delivered, and learners must have a good command of the English language.

15.8. If learners wish to bring an interpreter they may do so, prior notice must be given to us.

15.9. A location map of how to get to the venue will be provided on request; you may go to [www.phoenixsts.ie](http://www.phoenixsts.ie) where you will find a map detailing course location.

15.10. Refreshments and certification are included in course fees.

15.10.1. The training material supplied is copy write protected and shall **'Not'** be copied or transcribed or lent or used for the purpose of any training courses and/or services, or for any other propose without consent in writing from us.

15.11. We reserve the right to cancel or alter the date or venue without liability within three (3) days of course date.

15.12. In the unlikely event of a course cancellation by us, bookings will normally be transferred to the next available course date or if request a full refund or credit will be given.

15.13. Money Back Guarantee;

15.13.1. Learners must have a good standard of written and spoken English.

15.13.2. We reserve the right to decide to offer either re-training or refund.

15.13.3. Offer valid for 30 days from completion of course.

15.13.4. Exam fees are not included where applicable.

15.13.5. Refunds will be made by the same method as the purchase.

16. Consultancy Services;

16.1. Should either party request, both the parties agree to enter into a mutual confidentiality agreement?

16.2. Notwithstanding the foregoing, we agree to hold all commercially sensitive information which we are made aware of through this engagement confidential.

16.3. You may indicate the authorisation to commence work by email or by supplying a purchase order.

16.4. Any additional reports required will be chargeable accordingly.

16.5. If a project is terminated for any reason after the commencement date, we will charge cancellation fee equal to the services provided up to that point.

16.6. Air, Ferry travel, hotel and subsistence expenses incurred by us in carrying out services may result with us recharging you for expenses incurred.

16.7. Mileage expenses incurred by us in carrying out services may be recharged to you using the public service mileage rate.

17. Interpretation and Validity;

17.1. The construction, validity and performance of this contract will be governed only by Irish law, and the Irish courts will have exclusive jurisdiction.

17.2. The interpretation of any clause or sub-clause above will not in any way be limited or restricted by reference to or inference from any clause or sub-clause.

17.3. If for any reason one clause or sub-clause is enforceable according to its terms than the others will remain in full force and effect.

Reviewed on the 09/09/2019