

Counter Threat Group – Terms and Conditions

1. These terms and conditions are between Counter Threat Group (CTG) and the Customer. They replace any previous terms and conditions of CTG and are the complete and only terms and conditions between the parties. All dealings between CTG and the Customer shall be governed by these terms and conditions, which shall prevail over any other matters.
2. These terms and conditions and any Contract formed pursuant to them may be varied provided any variation is confirmed in writing by an authorised representative of CTG.
3. A binding Contract will be formed when CTG accept a Customer's order for goods or services (the "Contract"). An invoice will be dispatched prior to delivery of the goods or performance of the service and shall be payable within 28 days (subject to paragraph 5).
4. A copy of these terms and conditions will be dispatched, in the case of the provision of a training course, with the booking confirmation letter sent by CTG. If the Customer has not had prior sight of them and reasonably objects to any of these terms and conditions, the Customer shall be entitled to notify such objection to CTG within 7 days of first sight (failing which these terms and conditions will be deemed to have been accepted) and, provided a solution to the objection cannot be reached between parties, cancel the Contract without penalty after 7 days of such notification. Any goods which have been delivered but not paid for prior to cancellation of the Contract in this way may be recovered by CTG in accordance with paragraph 11.
5. In the case of the provision of a training course by CTG, payment must be made in full prior to the commencement of the course. Certificates to prove completion of the course may be withheld by CTG until payment is made. No refund shall be given should a candidate fail any course provided by CTG and CTG make no guarantee as to a candidate successfully passing any CTG course or finding employment thereafter.
6. If the Customer notifies CTG in writing (hard copy by post to registered office address) of their desire to cancel a course booking (providing the full course fee has been made), then a refund minus the deposit paid (£500GBP) will be made as follows - 4 week' notice 50%, 3 weeks 40%, 2 weeks 25%. Cancellations made within 1 week of the commencement date of the course will attract no refund. No refund shall be given if a candidate does not attend, or elects to leave or withdraws for any reason once the course has commenced. This includes any candidate who fails course assessments or is asked to leave on health and safety or discipline groups (refer to bullying and harassment, also equality policies).
7. Unless specified, Value Added Tax will not be included in any price and will be charged at the rate in force at the time of quotation.
8. Interest on overdue invoices may be charged (at the discretion of CTG) at 3% above the base rate of the Bank of England until the date of payment and the Customer agrees to pay any reasonable expenses incurred by CTG in pursuing any outstanding debt or debts due from the Customer. Where relevant interest shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
9. Title of the goods shall pass when payment is made in full. For the purposes of this clause only, time is of the essence. Until full payment is made (or if the Contract is cancelled in accordance with clause 4) the Customer shall allow CTG or its agents to enter its premises without notice at any time (within reasonable office hours) to inspect goods which have not been paid for in full and remove them. The Customer shall not sell, give, pledge, lend, charge or otherwise dispose of the goods before title has passed without written agreement of CTG.
10. Risk of loss shall pass on delivery and all delivery times are estimates only.
11. It is the Customer's responsibility to inspect the goods on delivery. Any visible defects in the goods must be notified to CTG within 7 days of delivery following which CTG shall repair or replace such goods free of charge. After this time any goods with visible defects may be replaced at the Customer's expense.
12. CTG shall not be liable to the Customer by any failure to perform CTG's obligations under Contract if the failure is due to any cause beyond CTG's reasonable control. CTG shall not be liable for any loss suffered by the Customer (except in respect of death or personal injury caused by CTG's negligence) including loss of profits arising out of performance of the Contract by CTG (or its servants or agents)
13. CTG reserve the right to cancel and/or amend course dates, times, contents and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative. If these are not satisfactory, CTG may (although is not obliged to) refund in full the price of the course, minus the deposit paid. No further compensation will given.
14. CTG reserves the right to remove or amend any part of its publications or manuals without prior notice or consultation. Whilst every effort has been made to ensure the accuracy of the information contained in the publications and manuals, CTG shall not be liable for any inaccuracies or for any subsequent mistreatment of any person or property, however caused.
15. The Customer shall indemnify CTG for any loss or expenses caused as a result of providing inaccurate information to CTG, mistakes contained within the Customers order, changes to the Contract requested by the Customer, the cancellation of the Contract (otherwise than in accordance with paragraph 4) by the Customer or breach of the Contract by the Customer (subject to CTG using all reasonable endeavors to minimise such loss).
16. The Customer shall not be entitled to set off or deduct any amount from any invoice unless otherwise agreed by CTG.
17. If the Customer becomes bankrupt or enters into liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) CTG shall be entitled to cancel any outstanding Contract(s) and/or suspend further deliveries or services without liability to the Customer and any sums outstanding shall become immediately due.
18. Any dispute that cannot be resolved between parties should be referred to the discretion of a sole arbitrator to be agreed between the parties or, in default of agreement, appointed at the request of either party by the president of the Chartered Institute of Arbitrators. Arbitration shall take place in accordance with the Arbitration Act 1996.
19. Any written notice given under these terms and conditions shall be served by either registered post or facsimile to the relevant party's registered/principle office or last known address.
20. These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts. In the event that one or more clauses of these terms and conditions become invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be affected.