

Response Safety & Rescue Services Inc.

TERMS & CONDITIONS

1. GENERAL

The Terms and Conditions of Response Safety & Rescue Services Inc. (hereafter called the Company) are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on the Company includes or refers to other terms or conditions of contract then these shall not apply unless agreed in writing by the Company. No addition to or variation of these conditions will bind the Company unless it is specifically agreed in writing signed by a Director, the Secretary or Manager of the Company. These Terms and Conditions will form the basis of all contracts with the Company, unless otherwise specified in writing by the Company.

All reservations should be confirmed by the client to the Company in writing, and accompanied by an official purchase order or purchase order number.

These Terms and Conditions are correct at the date shown below but the Company reserves the right to vary them without notice. An updated copy if applicable will be supplied to the Client.

2. TRAINING COURSES – STUDENTS' REQUIREMENTS

Where the training being provided is other than theoretical, students must provide their own clean overalls, safety helmets, protective gloves, safety footwear, etc. Hardwearing work clothing is most appropriate for programs such as, Confined Space, Fall Protection, First-Aid, ATV, etc.

Students must be physically fit to withstand the rigors of hands-on training, particularly in confined spaces and where the donning of any type of breathing apparatus is required. If there are any doubts relating to the fitness of students to undertake training, reference should be made to a General Practitioner. The onus is entirely with the student to ensure his or her fitness to undergo training and the Company can not and will not accept any responsibility in this regard.

Students should be certified by a Medical Professional, as fit to undertake rigorous training. In particular, individuals with respiratory problems, may not be able to undertake the hands-on portion of courses that involve the use of breathing apparatus and/or work in Confined Spaces. Please note that it is not possible to wear eye glasses when using breathing apparatus sets during training sessions.

Furniture or Equipment must not be removed from the training environment. Any damage caused by willful misuse or misconduct by any student will be invoiced to the client.

Certificates are awarded at the discretion of the trainer and only to those delegates who successfully complete the training. **Certificates are NOT issued purely for attendance** unless otherwise agreed prior to the course being carried out and in which case the certificates will be worded accordingly.

Students are required to be punctual at all courses and sessions.

Consumption of alcohol or illicit drugs will not be tolerated, nor should it be consumed immediately prior to training. If there is any evidence of such, trainers are obliged to refuse to train the delegates.

3. CLIENT SUPPLIED INFORMATION

Should any information or data supplied to the Company for the preparation of the quotation prove to be insufficient or inaccurate the Company reserves the right to amend the quotation to cover any cost difference.

4. PRICES

Unless otherwise indicated written quotations remain firm for 30 days from original quotation date. The Company reserves the right to amend its standard prices, and its products and services which will be supplied at the Company's prices applicable at the time of delivery. All prices are subject to Applicable Tax at the appropriate rate.

5. SETTLEMENT TERMS

Unless otherwise specified in the quotation or other agreement, invoices shall be paid within 30 days from the date of invoice. The Company reserves the right to charge interest at the rate of 4% per annum on any outstanding invoice from the due date until the date the Company is in receipt of full funds. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

6. HEALTH AND SAFETY

The Client shall use their best endeavors to ensure that any premises in which the Company's employees or agents may have to work are safe and without risk for them. All known risks must be clearly identified and marked by the Client.

7. CANCELLATION AND POSTPONEMENT

The Company reserves the right to charge a cancellation fee in respect of courses already confirmed. If cancellation is received in writing less than 2 weeks from commencement date, a fee of 50% of the total course cost will be charged. If cancellation is received less than 1 week from commencement date, the full fee will be charged.

If for any reasons beyond their control, The Company cancels a course without notice, The Company will not be held liable for any costs incurred by the client as a result of such cancellations.

Should it become necessary for The Company to postpone all or any part of a course, due to circumstances beyond their control, then a mutually agreeable date will be chosen on which to complete the course. The Company will not be liable for any costs incurred by the client for such actions.

I have read the paragraphs above and acknowledge my responsibility pertaining to these terms.

Signed by: _____

Dated: _____

Print Name: _____

Title / Position: _____