

Please return completed form to **technical@deltamembranes.com**

Once this form has been submitted, an acknowledgement email and invoice will be issued. Your course place will not be confirmed until full payment is received.

PLEASE COMPLETE USING BLOCK CAPITALS

Company Name:

Address:

Telephone:

Contact Name:

Email Address:

Please Reserve: \_\_\_\_\_ places on this course

Course Title:

Course Date:

Cost:  Total Value of Booking £

LOCATIONS

Delta Head Office

North

NAME OF PERSON COMPLETING FORM

Contact Name:

Email Address:

Attendee Names:

- |   |    |
|---|----|
| 1 | 6  |
| 2 | 7  |
| 3 | 8  |
| 4 | 9  |
| 5 | 10 |

Agree to the terms and conditions set out on pages 3-5 of this booking form



**DELTA TRAINING BOOKING FORM**

	Type C Waterproofing/ Registered Installer	Sump Pump Management	Koster Waterproofing	Koster Waterproofing Resin Injection	Ground Gas Protection
January					
February	Friday 23rd	Friday 16th			
March	Friday 22nd		Wednesday 6th		
April	Friday 26th				
May	Friday 24th	Friday 17th		Thursday 9th	
June	Friday 28th	Friday 7th			Friday 21st
July	Friday 26th				
August	Friday 23rd	Friday 16th			
September	Friday 27th		Wednesday 11th		
October	Friday 25th				
November	Friday 29th	Friday 15th		Wednesday 13th	
December					



## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") shall apply to the provision of the Training delivered by Delta Membrane Systems Limited to the Customer.

### 1. Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Charges:** the charges payable by the Customer for the Training in accordance with clauses 4 and 5 (Charges and payment).
- Contract for Services:** The document sent by Delta to Customers, following an indication by the Customer that it wishes to obtain Training services from Delta Membrane Systems Limited, setting out the details of the Training to be provided and the basis upon which Delta Membrane Systems Limited proposes to provide them.
- Delegate(s):** an individual or representative scheduled by the Customer to attend the Training.
- Customer:** the person or firm who purchases the Training from Delta Membrane Systems Limited.
- Customer Data:** the data provided by the Customer for the purpose of facilitating the Training.
- Data Protection Legislation:** means:
  - (a) The General Data Protection Regulation (GDPR), and any statutory codes of practice issued by the Information Commissioner in relation to such legislation.
- In-House:** Training provided by Delta Membrane Systems at the Customer's premises for the Customer's Delegates.
- On-Site:** Training provided by Delta Membrane Systems at a Site at the Customer's request for the Customer's Delegates.
- Booking Process:** The booking process available via email [technical@deltamembranes.com](mailto:technical@deltamembranes.com) or done over the telephone 01992 523 523.
- Personal Data:** has the meaning given to it in the Data Protection Legislation.
- Processing:** has the meaning given to it in the Data Protection Legislation.
- Training:** the Training, either In-house or On-site, to be supplied by Delta Membrane Systems Limited to the Customer as described in the Course Synopsis or Booking Process.
- Training Materials:** any materials or documents provided by Delta Membrane Systems Limited as part of the Training.
- Calendar Year:** a calendar year is a one-year period that begins on January 1 and ends on December 31, based on the commonly used Gregorian calendar.

### 2. Booking

- 2.1 These Terms and Conditions shall come into effect once payment is made for the booking.
- 2.2 You may make a booking by telephoning 01992 523 523 or downloading a booking form from our website ([www.deltamembranes.com](http://www.deltamembranes.com)) or emailing [technical@deltamembranes.com](mailto:technical@deltamembranes.com) and returning by email or post.
- 2.3 We will send to you a Proforma invoice with the full amount due to you by email for full payment to be made for Training.
- 2.4 Full payment is required for the booking to be confirmed.
- 2.5 Once full payment is made, an email confirmation will be sent.
- 2.6 At the time of returning a booking form to us or as soon as reasonably practicable you shall provide us with the name of the Delegate(s) and any special requirements they may have particularly with regard to diet, mobility, access, etc.
- 2.7 Substitution of a Delegate will be allowed up to the commencement of the Course without charge subject to clause 2.4.
- 2.8 Any data collected during the booking process will be kept secure in accordance with our Privacy Policy/Data Protection Legislation.
- 2.9 All Training and Training Materials are provided in English language.

### 3. Confirmation

- 3.1 Acceptance of your offer will take place on receipt of full payment of our proforma invoice. Our acceptance of your booking brings into existence a legally binding Agreement between us.
- 3.2 Confirmation of your booking will be sent via email from our offices once full payment of our Proforma Invoice is made.

### 4. Price

- 4.1 Standard Course prices are as listed on our Training Booking Forms. We reserve the right to change prices listed without notice.
- 4.2 The price of Delta Bespoke Training Courses are as listed on our Bespoke Training Booking Form. Please contact our offices for a written quotation.
- 4.3 Standard Courses held at Delta Premises include a buffet lunch and refreshments.
- 4.4 Course prices do not include: travel, accommodation, parking costs or any other cost incurred as a result of attending Delta Training Course.





- 4.5 All Resin Injection Bespoke Training Courses shall have an additional Material cost applied. Please contact Delta's offices for confirmation of this cost. Material cost prices are shown on Booking forms.
5. Payment
- 5.1 All payments must be made in UK sterling (GBP).
- 5.2 Payment must be received at time of Booking or immediately on receipt of Delta's proforma invoice.
- 5.3 Payment can be made by BACS or debit/credit card.
- 5.4 No payment shall be deemed to have been received until we have received cleared funds.
6. Transfer and Cancellation
- 6.1 If you wish to transfer to from a Delta scheduled Training course to an alternative date your request must:
- (a) Be received and confirmed in writing by Delta Membrane Systems Limited
  - (b) Be made 10 working days before the Course commences.
- 6.2 Bookings once confirmed are not refundable.
- 6.3 Transfers for alternative Training dates can be made twice during any calendar year.
- 6.4 Any transfers for alternative Training dates can only be made during the calendar year in which the booking was made.
- 6.5 The Customer may cancel Bespoke On-Site Training on 20 calendar days' notice to Delta Membrane Systems Limited.
- 6.6 All Training courses are non-refundable.
- 6.7 If a customer or delegate fail to attend all or part of any Training, full payment of the charges shall be required.
- 6.8 The Customer shall return any of the Training Materials which have not been fully paid for.
- 6.9 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 6.10 Your statutory rights are not affected.
7. Cancellation by us
- 7.1 All Delta Courses are subject to availability and demand.
- 7.2 We reserve the right at any time:
- (a) To cancel Courses and refund in full or transfer delegates to the next available dates. No further liability will be acceptable.
  - (b) To vary Course dates, programmes, speakers and venues.
- 7.3 We shall endeavour to inform delegates as soon as possible in the unlikely event that we are unable to run or if there are any variations to a Course.
- 7.4 Although every effort has been made to ensure accuracy of information contained within our literature and materials, including any Course descriptions, we do not accept responsibility for any errors or omissions. We reserve the right to cancel any Booking for a Course where any such error or omission has occurred, even after we have accepted such a Booking.
8. Delegates
- 8.1 Prior to making a Booking it is your responsibility to ensure that a Delegate has the:
- (a) Physical ability; and/or
  - (b) Communication skills; and/or
  - (c) Literacy and/or numeracy skills;
- That is/are required for a Delegate to attend and complete the Course on which they are enrolled.
8. Intellectual Property
- 8.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by Delta Membrane Systems Limited.
- 8.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of Delta Membrane Systems Limited.
9. Limitation of Liability
- 9.1 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 9.2 Delta Membrane Systems Limited shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;
- 9.3 Delta's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Charges paid for the Training.
- 9.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- 9.5 The Clause 9 shall survive termination of the Agreement.
- 9.6 Delta Membrane Systems Limited shall not be responsible for any loss of, or damage to your cars or personal belongings at the Company's premises.
- 9.7 For training at your site if, in the opinion of the Company's trainer, your site is unsuitable due to poor location, poor environment, lack of equipment, lack of health and safety etc then the training will not take place.
- 9.8 You shall accept full responsibility for all statutory requirements placed upon you by the relevant governing bodies and the Health and Safety at Work etc. Act 1974 including the maintenance and safety of vehicles, plant, machinery, protective clothing and all applicable insurance including any loss, injury or damage sustained during the course of training, or arising out of neglect and/or breach of statutory duty by you or in any other way.
- 10. Force Majeure
- 10.1 Delta Membrane Systems Limited shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Delta Membrane Systems Limited or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 11. Covid-19 Procedure
- 11.1 In line with Government guidelines, we follow all policies and procedures in relation to covid-19 to ensure the safety of candidates, trainers, and Delta staff. Please contact our offices if you have tested positive with Covid-19 on the date of your Training.

NAME OF PERSON COMPLETING FORM

Contact Name:

Email Address:

