



McCrae Training Ltd – Terms & Conditions

McCrae Training's terms and conditions cover the general terms associated with booking training and assessment services inclusive of cancellation and awarding organisation requirements.

WHEREAS:

A. McCrae Training Ltd, a company incorporated in Scotland (with company number SC413733) whose registered office is at 9 Brodick Drive, East Kilbride, Glasgow, G74 4QU, is in the business of providing the Services (the “**Supplier**”).

B. The Customer, as detailed in the relevant Booking Form above, wishes to obtain and the Supplier agrees to provide the Services on the terms set out in these Terms and Conditions (the “**Customer**”).

C. The Customer and the Supplier are collectively referred to as the “**Parties**”.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

“Booking Form”	means the booking form above sent to the Customer to complete all mandatory fields in respect of the Services it requires.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in Scotland when banks in Scotland are open for business.
“Customer”	means the person identified in the applicable Booking Form that signs the Booking Form and submits it to the Supplier to engage the Supplier's Services (and includes the customer's Candidates).
“Candidate”	means the applicable candidate in respect of which the Services are provided, described in the applicable Booking Form above.
“Credit Terms”	means the credit terms agreed between the Parties
“Completion Date”	means the completion date of the delivery of Services to the Customer.
“Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)
“Delivery Date”	means the commencement date of the delivery of Services to the Customer.
“Premises”	means the Supplier's premises.
“Price Policy”	means the Supplier's latest pricing policy (as amended from time to time) that it provides to the Customer alongside the Booking Form.

“Services”	means the training services outlined on the Booking Form above to be provided by the Supplier under these Terms and Conditions.
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994.

1.2 Interpretation

(a) References in these Terms and Conditions to:

- (i) Clauses are, unless otherwise specified, references to a Clause of these Terms and Conditions
- (ii) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefore;
- (iii) the word “person” or “persons” or words importing persons include, without limitation, individuals, partnerships, joint ventures, trust, organisations, associations, corporations, government agencies, committees, departments, authorities and other bodies, corporate or unincorporated, whether having distinct legal personality or not, or any member of the same;
- (iv) the “Supplier” and the “Customer” include any permitted assignee or successor in title to such person respectively (subject to the provisions of clause 15) and include their respective directors, officers, servants, agents, employees and sub-contractors;
- (v) any agreement or instrument shall include such agreement or instrument as may from time to time be amended, novated, supplemented or substituted;
- (vi) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (vii) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (viii) these Terms and Conditions shall be binding on, and ensure to the benefit of, the Parties and their respective personal representatives, successors and permitted assignees, and references to any Party shall include that Party’s personal representatives, successors and permitted assignees;
- (ix) the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible; and
- (x) the words “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of the foregoing words.

(b) Clause headings are for ease of reference only.

2 Duration

The Supplier shall supply the Services to the Customer for the number of days specified in the relevant Booking Form, unless this agreement subject to these Terms and Condition is terminated earlier in accordance with clauses 11 and/or 12.

3 Cancellation, non-attendance and re-scheduling Policy

3.1 All bookings will operate against the following cancellation terms:

Cancellation terms for all booked training programmes	% invoiced value payable on cancellation
Less than 15 days prior to commencement date of training.	100%
15 - 28 days prior to commencement date of training.	50%
Greater than 28 days prior to commencement date of training.	0%

3.2 All Modern Apprenticeships and Vocational Qualification programmes are subject to the following additional cancellation terms:

Employer Apprenticeship and Vocational Qualification Cancellation Contract Terms	Cancellation Charge
Cancellation of any scheduled assessment / training / progress review / portfolio build / online progress reviews 15 working days or less of agreed dates will be subject to the following charge.	£250 / Candidate
Where an Apprentice has not obtained any development and / or experience against their agreed development programme before their planned assessor review the following employer charge will apply.	£250 / Candidate / Assessor Review
Where an Apprentice is withdrawn from their Apprenticeship Programme by their employer within the first 26 weeks (from date of induction), the following employer charge will apply.	£500 / Candidate

- 3.3 **Modern Apprenticeships and Vocational Qualifications:** Modern Apprenticeships and Vocational Qualifications are non-refundable and non-transferable between any delegates.
- 3.4 **Delegate Non-Attendance:** In the event a delegate does not attend a scheduled training session our standard cancellation terms apply, and full payment will be required.
- 3.5 **Rescheduling training dates:** In the event a course is requested to be re-scheduled this must be carried out in line with our cancellation terms and conditions, along with being confirmed in writing. Where a course is requested to be re-scheduled with less than 15 days notice prior to commencement of the course 100% charge will apply, 15 to 28 days notice prior to commencement of the course 50% charge will apply, greater than 28 days notice prior to commencement of the course no charge will apply.

4 Costs

- 4.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the costs of the Services on a fixed price basis per the Supplier's Pricing Policy (as amended from time to time).
- 4.2 The Customer shall confirm on the relevant Booking Form the Services for which it will register its Candidates and provide all relevant details requested on the Booking Form in respect of the Candidates.
- 4.3 The Customer shall confirm on the relevant Booking Form its preference to have the Services provided at the Premises or off-site at a location specified by the Customer. There shall be an additional charge of 0.45p per mile from the Premises to the off-site location and back to the Premises. If overnight accommodation is required, there shall be an additional charge of £160 per night.
- 4.4 Where delivery is undertaken on a Saturday, Sunday or Public Holiday an additional charge of £250 / Day + VAT will be issued. Where delivery of street works is at the weekend or a public holiday this will be £300 / Day + VAT.
- 4.5 Where any additional Services are requested by the Customer from the Supplier, the Supplier will provide the relevant Booking Form and a copy of the current Pricing Policy (as amended from time to time) and this will be considered a separate agreement subject to these Terms and Conditions. Subject to clause 4.3, the Supplier will only provide additional services to the Customer at the quoted price, if mutually agreed by the Parties in writing.
- 4.6 Where clients book plastic EUSR registration cards a charge of £15 + VAT for each candidate registration card will be applied. Where National Water Hygiene and Scottish Water DOMS are delivered together a charge of £20 + VAT will apply for 2 registration cards.

5 Invoicing and Payment Terms

- 5.1 Prior to the Delivery Date, and subject to Clause 5.4, the Customer shall pay the total price to the Supplier as set out in the relevant Booking Form above, in respect of the payment that is due. The Supplier shall invoice the Customer for the charges that are then payable, together

with VAT, where appropriate.

- 5.2 All invoices issued by the Supplier to the Customer will include an additional amount in respect of VAT (if applicable) as well as the details set out in the relevant Booking Form.
- 5.3 Where an advance booking is made out with our standard cancellation terms of 28 days an advance booking deposit of 10% of the total invoiced value will be payable to secure the booking. The 10% deposit is non-refundable but can be rescheduled subject to meeting specific terms which can be obtained via our sales team upon request.
- 5.4 The Customer shall pay each undisputed invoice submitted to it by the Supplier, in full and in cleared funds within at least 5 working days prior to the Delivery Date of services, or within 28 days from the date of the invoice whichever is earlier, or within pre-agreed credit terms agreed between the Parties, to the Supplier's nominated bank account set out in the invoice issued by the Supplier. Any payment made by cheque must be made payable to "McCrae Training Ltd". Any payment over the phone via debit card will incur a standard 2% surcharge of the amount due or via credit card it will incur a standard 3% surcharge of the amount due, and the applicable surcharge shall be applied to the invoice when using this payment method.
- 5.5 Where payments are made via e-commerce on our website, fees will apply for debit and credit card transactions which will be added automatically by Stripe or other such e-commerce providers.
- 5.6 It is the responsibility of the Customer to supply remittance advice with the payment to ensure the timely and correct allocation of funds.
- 5.7 Where the Customer fails to pay prior to the delivery of Services as set out in Clause 5.4, the Candidates' placements will be forfeited and cancelled under the cancellation terms set out in Clauses 5.8 and 5.9.
- 5.8 The Supplier's cancellation policy is set out in the relevant Booking Form in respect of each relevant training course. Please note all Vocational Qualification Programmes are non-refundable and non-transferable to a named substitute Candidate.
- 5.9 Without prejudice to any other right or remedy it may have, if the Customer fails to pay the Supplier in respect of any undisputed invoice (or any part thereof) on the payment due date:
 - (a) the Customer shall pay interest on the overdue amount at the rate of 8% per annum from the date which is 7 days after the date payment is due. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount; and
 - (b) the Supplier may suspend the supply of all Services to the Customer until payment has been made in full.
- 5.10 The Supplier reserves the right to claim compensation for debt recovery and/or any legal proceeding costs that may be undertaken as applicable if any undisputed invoice is not paid according to agreed credit terms.
- 5.11 All amounts due under this agreement subject to these Terms and Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 Reliability / Quality

- 6.1 The Supplier warrants that it is and will continue to be throughout the duration of delivery of Services subject to these Terms and Conditions as an ISO 9001 (2015) Quality approved organisation. The Supplier acknowledges that the Customer will have cause to terminate this agreement subject to these Terms and Conditions (as contemplated by clause 11) if at any time the Supplier fails to maintain such approval.
- 6.2 The Supplier warrants to the Customer that the Services will:
- (a) be undertaken and/or supplied in accordance with best industry standards;
 - (b) conform to requirements as set out by SQA, CABWI, Water Jetting Association, Energy & Utility Skills, City & Guilds, Skills Development Scotland and any other relevant Awarding or Accreditation Body;
 - (c) comply with all applicable statutory and regulatory requirements inclusive of but not limited to the Health & Safety at Work Etc. Act 1974, New Roads and Street Works Act 1991 and all other relevant statutory documents and regulations;
 - (d) meet or exceed all quality and other standards prescribed by government regulations; and
 - (e) be equal in quality to the quality of the best commercially available competitive services which are substantially the same as the Services.

All training staff employed and/or engaged by the Supplier in order to supply the Services to the Customer will be highly trained and hold all necessary and required regulatory approvals and accreditations.

7 Materials

All materials required and used by the Supplier in order to supply the Services to the Customer subject to these Terms and Conditions are to be supplied by the Supplier at its cost.

8 Supplier's Obligations

- 8.1 Nothing in these Terms and Conditions shall restrict the right of the Supplier to carry on any business activities with, including without limitation the supply of the Services to, or enter into any agreement with, persons other than the Customer.
- 8.2 In performing its obligations under this agreement subject to these Terms and Conditions, the Supplier shall comply with all applicable laws, statutes, regulations and codes as from time to time in force.

9 Customer's Obligations

The Customer shall:

- (a) co-operate (acting reasonably) with the Supplier in all matters relating to the Services; and
- (b) provide in a timely manner, such information as is reasonably required by the Supplier to comply with its obligations under these Terms and Conditions and ensure that such

information is accurate in all material respects.

10 Liability

- 10.1 Subject to compliance with clause 9.2, if the Supplier is prevented, hindered or delayed from performing any of its obligations under these Terms and Conditions due to a cause, which is unforeseeable and beyond the Supplier's reasonable control i.e. a **'Force Majeure Event'** including, but not limited to (i) acts of god, (ii) acts of war, public enemy or terrorism, (iii) labour stoppages (other than labour stoppages of the Supplier's employees or subcontractors), (iv) a failure to act by, or delays of, government or any department or regulatory agency thereof, (v) global epidemic or pandemic, the Supplier shall not be in breach of these Terms and Conditions or otherwise liable for any such failure or delay in the performance of its obligations for the period during which performance is prevented, hindered or delayed. The time for performance of such obligations shall be extended accordingly.
- 10.2 The Supplier shall:
- (a) as soon as reasonably practicable after the start of a Force Majeure Event, but in any event no later than seven days from its start, notify the Customer in writing of (i) the Force Majeure Event, (ii) the date on which it started, (iii) it's likely or potential duration and (iv) the effect it will have on the Supplier's ability to perform any of its obligations under these Terms and Conditions; and
 - (b) use its reasonable endeavors to mitigate any adverse effect of the Force Majeure Event on the performance of the Supplier's obligations.
- 10.3 Following the delivery by the Supplier of the Services to the Customer, the Supplier accepts no liability in the subsequent deployment of the training acquired by the Customer's Candidates.
- 10.4 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded by applicable law.
- 10.5 Save as expressly provided in clause 10.5 and without prejudice to the Supplier's obligations under these Terms and Conditions, the Supplier shall not be liable for:
- (a) loss of or damage to any property (including, but not limited to the Customer's property); and
 - (b) death of or injury to the Customer's employees, officers, directors, customers, contractors, agents or sub-contractors; and
 - (c) any act or omission of the Customer, its employees, officers and directors,
- arising out of, or in connection with, or in consequence of, the performance of the Services, however such limitation of liability will not apply to any such claims, demands, proceedings,

costs or expenses if the same arise or are caused by a negligent act or omission on the part of the Supplier, its officers, servants, agents or subcontractors (together "Relevant Parties") or an act or omission on the part of any Relevant Party either done deliberately with intent to cause loss or damage or recklessly and with knowledge that such loss or damage will probably result.

Nothing in these Terms and Conditions shall make the Supplier liable to the Customer for any indirect, incidental or consequential damages, costs or liabilities, including solicitors'/lawyers' legal fees.

11 Termination

11.1 Without affecting any other right or remedy available to it, either Party may elect to terminate the agreement subject to these Terms and Conditions with immediate effect upon providing the other Party with a written notice, if:

- (a) the other Party commits a material breach of any term of these Terms and Conditions which breach cannot be remedied or if such breach is capable of being remedied, does not remedy the breach within 10 working days after receiving written notice to do so;
- (b) the other Party breaches any of the terms of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms and Conditions;
- (c) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (d) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other Party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;

- (j) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; and
- (k) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(d) to clause 11.1(j) (inclusive).

11.2 For the purpose of clause 11.1(a), a 'material breach' means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious adverse effect on the benefit which the terminating Party would otherwise derive from these Terms and Conditions over the term of these Terms and Conditions. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

11.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement under these terms and conditions with immediate effect by giving written notice to the Customer if the Customer fails to pay any undisputed amount due under this agreement under these Terms and Conditions on the due date and remains in default not less than 60 days after being notified in writing to make such payments.

12 Consequences of Termination

12.1 On termination or expiry of this agreement subject to these Terms and Conditions:

- (a) the Customer shall immediately arrange for the payment to the Supplier of all of the Supplier's outstanding and undisputed unpaid invoices and interest (if any) and, in respect of the Services supplied and completed, but for which no invoice has been submitted, the Supplier may submit such an invoice, which shall be payable by the Customer immediately upon receipt;
- (b) the following clauses shall continue in force: clause 10 (Liability), clause 13 (Confidentiality) and clause 25 (Governing Law and Jurisdiction).

12.2 Termination or expiry of this agreement under these Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13 Confidentiality

13.1 All information and data contained within these Terms and Conditions is strictly confidential and the Parties undertake not to disclose, view or discuss with any person such information and/or data, except as permitted by clause 13.2.

13.2 The Customer and/or Supplier may disclose such information and/or data:

- (a) to its employees, officers, representatives or advisors for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms and Conditions; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each Party shall ensure that its employees, officers, representatives or advisors to whom it discloses such information and/or data comply with this clause 13.

14 Data Protection

14.1 Each party shall comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer and the Supplier are data controllers. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the Data Protection Legislation. Each party shall ensure that it provides clear and sufficient information to the Customer, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data and the legal basis for those purposes.

14.3 We may have to share Candidate data with third-party service providers. We will only share Candidate data where strictly necessary and to the extent required to administer the training and issue course certification. We only permit them to process Candidate data for specified purposes and in accordance with our instructions. We require third parties to respect the security of Candidate data and to treat it in accordance with the law.

15 Notice

15.1 Any notice given to a Party under or in connection with these Terms and Conditions ('Notice') shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) sales@mccraetraining.co.uk or in writing to McCrae Training Ltd, Unit 4 Napier Building, 2 Reynolds Avenue, Scottish Enterprise Technology Park, East Kilbride G75 0AF.

15.2 Any Notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by next working day delivery service, at 9.00 am on the Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 Assignment

The agreement subject to these Terms and Conditions is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms and Conditions.

17 Variation

No variation or amendment of these Terms and Conditions shall be effective unless it is mutually agreed between the Parties and is in writing and signed by the Parties or their authorised representatives.

18 Waiver

- 18.1 A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2 A failure or delay by a Party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.3 A Party that waives a right or remedy provided under these Terms and Conditions or by law in relation to one Party, or takes or fails to take any actions against that Party, does not affect its rights in relation to any other Party.

19 Rights and Remedies

The rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

20 Severance

- 20.1 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 20.2 If one Party gives notice to the other of the possibility that any provision or part-provision of these Terms and Conditions is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Entire Agreement

21.1 This agreement subject to these Terms and Conditions together with the relevant Booking Form, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.1 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

22 No Partnership or Agency

22.1 Nothing in these Terms and Conditions is intended to, nor shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent for the other, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

23 Third Party Rights

No one other than a Party to these Terms and Conditions shall have any right to enforce any of its terms.

24 Dispute Resolution

24.1 If a dispute arises between the Parties out of or in connection with these Terms and Conditions or the performance, validity or enforceability of it (**Dispute**), a representative of the Customer and a representative of the Supplier shall attempt in good faith to resolve the Dispute.

24.2 If the Dispute cannot be resolved within 30 days pursuant to clause 24.1, either Party will be entitled to refer the Dispute to the courts of Scotland in accordance with clause 25 of these Terms and Conditions.

25 Governing Law and Jurisdiction

These Terms and Conditions and any dispute or claim arising out of, or in connection with, them or their subject matter shall be governed by and construed in accordance with Scots Law. The courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter.

26 Delegate General Conditions

26.1 **Physical Capabilities:** All delegates attending training courses provided by McCrae Training Ltd must ensure they are physically capable of withstanding the requirements of the training activities where practical elements are incorporated. It is the responsibility of each delegate, and their employer, to assess and confirm their fitness for participation. McCrae Training Ltd accepts no liability for any issues arising from a delegate's failure to meet the physical

requirements of the course.

- 26.2 **ID Verification:** Delegates must provide 1 form of ID during training to prove their identity, where delivery via remote live or CBL (Computer Based Learning), this must be provided at time of booking and shown to camera for the trainer / assessor to observe.
- 26.3 **Use of Company Equipment:** All equipment provided by McCrae Training Ltd, whether owned or leased, must remain within the designated training environment at all times. Under no circumstances may delegates remove any equipment from the premises. Any damage to company property or equipment resulting from misuse or negligence by a delegate will be invoiced to the delegate or client responsible for the delegate's attendance.
- 26.4 **Health & Safety:** Where training is carried out on a client's premises, all delegates must conform to and comply with the Health and Safety Policy as laid down by the client organisation. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises. Where the training is carried out on McCrae Training Ltd.'s premises all health and safety rules and procedures must be adhered to, once again if not adhered to delegates may be suspended or excluded from the course.
- 26.5 **Acceptable Behaviour:** All delegates attending training and / or assessment must adhere to McCrae Training's behaviour policy. Failure to follow the terms of the acceptable behaviour policy may result in a delegate being suspended or excluded from the course.
- 26.6 **Training Course Postponement:** In the event that McCrae Training Ltd is required to postpone a course or any part of a course due to unforeseen circumstances beyond its control (including but not limited to adverse weather conditions, instructor unavailability, or force majeure), the Company will arrange a mutually convenient alternative date to complete the training. McCrae Training Ltd shall not be held liable for any costs or losses incurred by the client as a result of such postponement.
- 26.7 **Training and / or Assessment at Clients Premises:** Where training is scheduled to take place at the Client's premises, it is the Client's responsibility to ensure that the venue is suitable and appropriately prepared for the delivery of the training. If the venue is deemed unsuitable on the day of the training by McCrae Training Ltd's representative, the Client will remain liable for the full cost of the course, regardless of whether the training is able to proceed. Where possible a site selection checklist will be completed in advance by the client and McCrae Training Ltd, however the suitability of the client's premises for delivery of training will remain the responsibility of the client.
- 26.8 **Remote Live Delivery:** Where training is being provided by remote live, all delegates must provide the requested information no later than 2 working days before the training session. On the day of the training, delegates must attend the training session on time and be expected to be logged onto MS Teams or Zoom 10 minutes prior to the training session start time. Where a delegate has not provided information 2 working days prior to the training session or is more than 15 minutes late for the commencement of the remote live training session, they may be excluded from attending and the individual and / or client still charged. During the remote live training session, delegates must be able to confirm identity and follow all required awarding organisation rules and procedures associated with invigilation of assessments and examinations.

- 26.9 **Registration, cards, certificates and confirmation of attendance:** Unless otherwise agreed beforehand in writing, the registration and issuing of certification/and or registrations will only be processed and issued once payment from the client has been received and paid in full. Where confirmation of training is required, this must be requested at time of booking. Certification, registration cards (virtual and physical) may take between 10 and 60 days to provide subject to receipt of payment, awarding organisation procedures and all delegate assessment requirements being met.

27 Awarding Organisation and Course Specific Terms, Conditions and Pre-requisites.

The following requirements as set out by Awarding Organisations, McCrae Training Ltd and other educational bodies form terms and conditions required to be adhered to or provided prior to commencement of training:

27.1 City & Guilds Confined Space Terms and Conditions inclusive of Medical & Physical Requirements

Candidates must be medically fit to safely participate in practical training. Medical conditions such as heart disease, epilepsy, vertigo, impaired mobility, respiratory issues, and others may restrict participation unless a valid doctor's note is provided confirming fitness to train.

Candidates must self-certify their medical fitness prior to the course. Those weighing over 130kg (including clothing) must inform McCrae Training Ltd in advance; failure to do so may result in exclusion without refund. The company reserves the right to weigh candidates and refuse participation based on health, weight, fitness, or unsafe attitude toward safety.

Candidates must also be physically capable of performing practical tasks involving strength, agility, balance, and endurance, and must be able to cope with environmental factors such as heat, cold, and inclement weather.

General Confined Space Training Course Requirements

- All candidates must bring appropriate PPE, including overalls, high-visibility waterproof clothing, and steel toe cap boots.
- Delegates will be assessed throughout the course and must complete both practical exercises and a closed-book written exam with a minimum pass mark of 65%.
- Many courses, particularly those involving confined spaces, are physically demanding and conducted outdoors. Please dress accordingly.

For confined space training, the following additional requirements apply:

- Candidates must bring their own hand and eye protection (e.g. gloves, safety glasses).
- Those attending High Risk Confined Space, Confined Space Rescue, or BA Users courses must be clean-shaven to ensure a proper seal for breathing apparatus. Non-compliance will result in being refused entry to the course.
- ****Conditions for use of working set breathing apparatus are set out by City & Guilds, where more information is required, please contact our team prior to booking.****
- Candidates must bring valid photo identification, such as a passport or driving licence.



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Confined Space Training Weight Restrictions

Candidates weighing over 130kg (including clothing) must inform McCrae Training Ltd prior to booking so that appropriate checks can be made regarding equipment suitability. Most height safety PPE has a maximum capacity of 150kg and exceeding this may compromise safety.

The company reserves the right to weigh candidates on arrival. Failure to declare weight over 130kg in advance may result in exclusion from the course, with 100% of the course fee still applicable.

27.2 WJA (Water Jetting Association) Terms and Conditions

WJA Training Structure

The Water Jetting Association (WJA) delivers training through a structured two-stage process consisting of both theoretical and practical learning. This ensures that delegates gain a comprehensive understanding of water jetting principles along with supervised practical experience.

- Stage 1: Delegates must successfully complete the WJA Safety Awareness Course. This is a one-day, classroom-based course covering the key principles and safety considerations of high-pressure water jetting.
- Stage 2: Delegates are required to attend and pass at least one practical water jetting module. These are also one-day courses and provide hands-on training under the supervision of a qualified WJA coach or examiner.

WJA Pre-Course Requirements

- Candidates aged 16 to 18 must be either:
 - Employed by a company, or
 - Enrolled in a structured training programme.
- Candidates aged 18 and over may attend if:
 - They are employed, or
 - They are unemployed but not on a structured training programme.
- Candidates must provide a copy (images of front and back) of their current WJA card if already registered prior to course attendance. This is required for verification that they are booked onto the correct course.
- Candidates must also bring their current WJA card with them on the day, as it will be used for photo identification purposes.

WJA Certification and Refresher Requirements

- Operatives must successfully complete the WJA Safety Awareness course prior to attending any practical water jetting module.
- The Safety Awareness certificate must be refreshed every three (3) years through the WJA Safety Awareness Refresher Course to maintain valid operational status and WJA card eligibility.



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- To be eligible for a practical module, the Safety Awareness course must have been completed within the preceding three years.

WJA Refresher Course Attendance

- Candidates attending a refresher course will be required to:
 - Sit the Safety Awareness Refresher course.
 - Undergo a practical assessment following the theory session.
- Candidates must provide a copy (images of front and back) of their current WJA card prior to course attendance. This is required for verification that they are booked onto the correct course.
- Candidates must also bring their current WJA card with them on the day, as it will be used for photo identification purposes.

WJA Pressure Washing Course

- This is a stand-alone course. Completion of the Safety Awareness course is not required beforehand.
- Operatives must attend a Pressure Washing Refresher course every three (3) years to maintain competence and card validity.

WJA Safety Awareness Cards

The WJA issues two categories of Safety Awareness cards:

- **Operational Card:** Issued only upon successful completion of both the Safety Awareness course and at least one practical module.
- **Non-operational Card:** Issued to candidates who pass the Safety Awareness course but do not complete a practical module. This card is for individuals who do not intend to operate water jetting equipment.

WJA Required Candidate Information

Prior to attending any course, candidates must provide the following:

- National Insurance Number
- Date of Birth
- Employer Details (including contact telephone number)
- A copy or photo of any existing WJA card (front and back, if applicable)



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WJA Personal Protective Equipment (PPE)

Candidates must bring and wear the following PPE when attending practical modules:

- Safety Footwear
- Overalls
- Hi-visibility Jacket
- Safety Glasses
- Gloves
- Hearing Protection
- Hard Hat
- Waterproof Clothing
- Full Face Visor

WJA Identification Requirements

All candidates are required to bring valid photo identification to the course. Acceptable forms include a passport, driving licence, or WJA card (if current and valid).

Assessments are a balance of theory in a classroom environment and practical using live water jetting equipment. Candidates must be able to comfortably control the jetting accessories; this includes managing reaction force through manual handling. The training does NOT cover works that involves confined space entry into chambers, tanks, wet wells, or vessels.

27.3 EUSR (Energy and Utility Skills Register) (SHEA / National Water Hygiene / Scottish Water DOMS / Cross Country Pipelines) etc.

Evidence Requirements to Verify ID

All individuals must produce **one form of Primary ID (Passport or Driving Licence)** to verify who they are at the training course. If an individual does not have the required form of Primary ID, they may present **two forms of Secondary ID**. This must include one from List A and one from List B. (Note: two forms of ID from List A or two from List B is not acceptable).

These evidence requirements are not related to any Home Office Right to Work or the immigration status of any individual. Approved Providers and Approved Trainers are not required to confirm an individual's right to work in the UK.

Exemption – if both the Trainer/Assessor and the individual are both permanent employees of the same organisation, then a photo work ID card can be accepted as proof of identity, in lieu of the above.

Waiver – if an individual cannot provide any proof of identity, then they may be eligible to complete a 'Waiver Form.' Candidate must inform McCrae Training Ltd 5 days in advance of the course if they will require a Waiver Form.

PRIMARY ID

- Passport: A valid UK or International passport with photograph and signature of the individual.
- Photocard Driving Licence: A current and valid UK or European Driving Licence with photograph and signature of the individual (DVSA Driver Qualification Card or Tachograph Card would also be acceptable)
- Biometric Residence Permit (BRP) or Biometric Residence Card (BRC): Must be in date with photograph and full name of the individual

SECONDARY ID LIST A

- A European Country Card or National Identity Card: Must be in date with photograph and full name of the individual
- EUSR Registration Card, CSCS or CSCS Alliance Card: with CSCS Hologram - Must be in date with photograph and name (which can be in full or with initial of first name and full last name).
- Acceptable cards can be found here www.cscs.uk.com/partners
- British Armed Forces ID Card: Must be in date and show photograph and full name of the individual
- Veterans ID Card: Must be in date with photograph and full name of the individual
- Citizen Card or Proof of Age Card: Must be in date with photograph and full name of the individual. Must contain the 'PASS' hologram
- Young Scot National Entitlement Card: Must be in date with photograph and full name of the individual

SECONDARY ID LIST B

- Credit or Debit Card Must be in date with name (which can be in full or with initial of first name and full last name): Must also show Bank Logo Bank Statement Must be less than three months old and include the current address of the individual and name (which can be in full or with initial of first name and full last name) – Online account statement evidence can be used
- Utility Bill Must be less than three months old and include the current address of the individual and name (which can be in full or with initial of first name and full last name): Online account statement evidence can be used.

Failure to present valid photographic identification will result in the candidate being refused entry to the course and disqualified from assessment and EUSR registration. No refunds or rescheduling will be offered in such cases.

McCrae Training Ltd will advise clients that their candidates must produce documentation that confirms their identity prior to training and assessment delivery. Documents provided by individuals must be:

- Originals - photocopies and digital copies are not permitted
- In date – they must be valid at the time of being produced
- In the exact and full name of the individual

Notes:

- All documentation must be originals (not photocopies or digital images) (for remote training delivery, the Approved Provider or Approved Trainer can accept digital copies).



- Late arrival or missing documentation may result in you being unable to complete the course or register with EUSR.
- ID Documentation must be in date: they must be valid at the time of being produced
- ID Documentation must be in the exact and full name of the individual

27.4 EUSR Safe Control of Mains Connection (Water)

SCMC Water Course Overview

By booking a place on the Safe Control of Mains Connections (SCMC) (Water) course, you acknowledge and accept that:

- The course is designed to provide individuals involved in making mains connections on new development sites (contestable works) with knowledge and understanding of their own roles and responsibilities and those of others involved in the process.
- This course does not provide the practical skills required to carry out physical water mains connections. Individuals involved in such work must already hold valid EUSR registrations for:
 - National Water Hygiene,
 - Utility SHEA (Water),
 - Level 2 Network Construction Operations (Water) Main Laying, where specified.

SCMC Course / WIRS (Water Industry Registration Scheme)

- The SCMC Water training programme has been developed in collaboration with Water Companies, Self-Lay Organisations (SLOs), and Lloyd's Register under the WIRS (Water Industry Registration Scheme).
- The programme is delivered and assessed exclusively by Energy & Utility Skills Approved Training Providers through their approved SCMC (Water) training scheme.

SCMC Water Certification and Registration

- Successful completion of the training and assessment will result in registration on the Energy & Utility Skills Register (EUSR).
- Registration falls under the Water Industry Registration Scheme (WIRS), operated by Lloyd's Register.

SCMC Water Course Outcomes

Upon successful completion, individuals will be able to demonstrate knowledge of:

- Scope and types of permissible connections.
- Roles and required accreditations for all parties involved.

- Regulatory bodies and their responsibilities.
- Application processes and work package contents.
- Details of connection types and job-specific considerations.
- Incident management procedures.
- Required documentation and communication with the Water Company.
- Completion of paperwork and coordination with stakeholders.

SCMC Water Registration Categories

Two categories of registration are available:

a. Primary Registration

- Awarded following successful completion of an approved SCMC (Water) training and assessment programme.
- Valid for 3 years from the date of registration.

b. Secondary Registration (Role-Specific)

- Available for the following roles:
 - Competent Person (CP)
 - Senior Competent Person (SCP)
 - Water Company Controller (WCC)
- Requires written confirmation from an authorised signatory:
 - For WCC: the Water Company.
 - For CP and SCP: the Self-Lay Provider.
- All role-specific registrations are subject to verification by Lloyd's Register under the competency requirements of the WIRS scheme.
- Secondary registrations run concurrently with the Primary registration.

Note: EUSR registration fees are charged separately unless both Primary and Secondary registrations are claimed at the same time.

SCMC Water Re-Registration Requirements

- All registrations are valid for 3 years.
- There is no separate renewal process.
- To re-register, individuals must repeat the full training and assessment programme.

SCMC Water Booking Terms

By booking a place on this course, you confirm that:



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- You meet all eligibility criteria.
- You understand that successful completion is required for EUSR registration.
- You are responsible for ensuring all role-specific documentation is submitted as required.
- You are aware of and agree to the applicable EUSR registration charges.

27.5 CITB Training Programmes

CITB Site Supervision Safety Training Scheme (SSSTS)

This course is for you if you're considering, or already have, supervisory responsibilities. Certification for this course is valid for 5 years. To remain certified in this area, you will need to take a refresher course before the expiry date on your certificate, otherwise the full course will need to be retaken.

CITB Site Supervision Safety Training Scheme Refresher (SSSTS-R)

This course is for you if you have previously passed the Site Supervision Safety Training Scheme (SSSTS).

Entry requirements: Delegates should hold, or be about to hold, the role of a supervisor. Delegates must be competent in English at site supervisor level.

Course duration and attendance: This is a two-day course. Delegates are required to complete the full course (15 hours) to be eligible for certification. Delegates must attend the days in order and, where not on consecutive days, must complete the course within two weeks. Delegates unable to attend both days due to extenuating circumstances (e.g. certificated sickness) will need to enrol onto a new course and, to maintain continuity of learning outcomes, must attend both days again. Delegates who do not complete the two full days, pass the trainer review and pass the end of course examination will not be issued with a certificate.

SSSTS Assessment: Assessment will be by trainer review and an end of course examination. The delegate must pass all three elements of the trainer review and pass the exam. The trainer review demonstrates engagement, collaborative working and listening skills. The examination demonstrates to external bodies that the certificate is only awarded to successful delegates following both an assessment and examination.

The trainer review must be completed before the end of course assessment. If a learner is assessed as failing the trainer review, then they are not permitted to sit the end of course assessment. The exam paper must be taken at the end of the course.

SSSTS Re-sits procedure: Where a delegate has passed the trainer's review and gained between 70%–77% (21, 22 or 23 out of 30) in the examination and passed the safety critical questions or has achieved the 80% pass mark but failed the safety critical questions, the delegate may re-sit the examination. This can either be on the same day or by re-sitting the exam by attending another course on the final day within a 90-day period (the delegate is not obliged to re-do the day's course).

McCrae Training Ltd will make arrangement with the delegate. The same examination paper is not used twice.

McCrae Training Ltd may charge for the re-assessment. Subsequent arrangements will be at the delegate's own expense. Should a delegate fail the re-sit, they must take the full SSSTS course again.



When a delegate scores less than 67% (20 correct answers out of 30) in the final examination, the delegate must attend the full SSSTS course again before they are allowed to re-sit the examination.

The Site management safety training scheme (SMSTS)

This is a five-day course designed for site managers, or aspiring site managers.

Entry requirements: There are no formal entry requirements, however, delegates should hold, or be about to hold, the role of a site manager. Previous health and safety knowledge is recommended. Those without previous health and safety management experience are recommended to sit the two-day SSSTS course. Delegates must be competent in written and spoken English necessary for operating efficiently at site management level.

SMSTS Duration: This is a five-day course. Delegates are required to complete the full course (37.5 hours) to be eligible for certification.

SMSTS Attendance: Delegates are required to attend all sessions in accordance with the course programme (regardless of the delivery method undertaken) to achieve the necessary learning objectives to qualify for the certificate. If this is not possible, the delegate must enrol on a new course and retake the full five-day course

SMSTS Assessment: To successfully achieve the course, delegates must:

- Complete all four core exercises
- Pass the trainer review and
- Pass the end of course exam.

The trainer review must be completed before the end of course assessment. If a learner is assessed as failing the trainer review, then they are not permitted to sit the end of course assessment. The exam must be taken at the end of the course.

SMSTS Re-sits: If a delegate has:

- completed the four core exercises,
- passed the trainer's review,
- gained between 72%–78% (23, 24 or 25 out of 32) in the exam,

then they may re-sit the examination one further time.

The re-sit may take place on the same day or by attending the final day of another course within a 90-day period (the delegate is not obliged to re-do the whole course).

The re-sit may be conducted in either face-to-face or a remote setting at the discretion of McCrae Training Ltd.

The training provider must make the arrangements with the delegate and ensure that the dedicated re-sit exam paper is used.

McCrae Training Ltd may charge for the re-assessment. Subsequent arrangements will be at the delegate's own expense. Should a delegate fail the re-sit, they must take the full SMSTS course again. When a delegate scores less than 69% (22 correct answers out of 32) in the final exam, the delegate must attend the full SMSTS course again before they are permitted to re-sit the exam.

27.6 NRSWA Street Works Training Programmes: Client & Candidate Terms and Conditions



By booking street works training with McCrae Training Ltd you are agreeing to the following terms and conditions, and all requirements as set out by SWQR / Awarding Organisations / HAUC UK, which are included within the Street Works Centre Compliance Document.

Further to “The Street Works Centre Compliance Document Version 1.2 (December 2024)”, coming into force on the 01st of December 2024 and subsequent updates, a number of changes have taken effect associated with delivery of New Roads and Street Works training.

<https://www.sqa.org.uk/sqa/110391.html>

Street Works: The changes, and general terms & conditions are detailed as follows:

Street Works certificates are valid for 5 years after which they require to be renewed as per the legislation covering your main country of work. For England and Scotland, it is via Re-assessment and for Wales and Northern Ireland it is Re-registration.

A supervisor who holds valid street works qualifications does not allow the holder to work as a qualified operative or vice versa.

Upon successful completion of street works qualifications, the units are valid for a period of 5 years from date of completion.

There is no grace period when a street works card expires (supervisor or operative), and you are not permitted to operate as a qualified supervisor or operative following expiry of street works cards.

To renew your street works card, you must be re-assessed or re-trained.

If re-assessed, this can only be for the operative or supervisor units a candidate has previously successfully obtained.

For safety reasons, all candidates undertaking street works training must do so in English associated with both reading and writing. There is no facility for other languages to be used as all codes of practice, assessment materials and supporting documents are provided exclusively in English.

All communication between assessors and candidates must be conducted exclusively in English. The use of interpreters is not permitted under any circumstances.

Candidates looking to obtain dual qualifications as a supervisor and operative must attend separate training courses for completion of supervisor and operative units.

The minimum pass mark candidates must achieve when sitting the invigilated multiple-choice exams is 80% (16 out of 20 and above).

Candidates who fail a multiple-choice assessment can sit up to two further re-sits attempts, subject to the discretion of the training centre. If a candidate fails the multiple-choice assessment after a maximum of 3 attempts (inclusive of the first attempt) they must undergo re-training before reattempting the assessment, with a minimum interval of one week between assessment periods.

All candidates booked to attend street works reassessment training must submit a digital copy of their current SWQR card (front and back) no later than **five working days** prior to the scheduled reassessment date. This must be emailed to officeadmin@mccraetraining.co.uk. Failure to provide this documentation within the required timeframe may result in the candidate being unable to sit the reassessment.

Prior to completion of any examinations, candidates must provide photo identification such as a driving licence or passport to the invigilator.

Where candidates are sitting street works **re-assessment** units, they must show their SWQR card in addition to their photo identification to the invigilator prior to completion of any examinations.

Candidates will be informed of the conduct and rules to be followed during all examinations.

Where the invigilated examination/s are carried out by the assessor, they will be required to be recorded and retained for evidence, which will be shared with the Awarding Organisation.

Candidates will be informed on the day of the examination if they have passed the examination or failed. In the event that candidates fail an examination, up to an absolute maximum of 2 further resits can be arranged at the discretion of the McCrae Training Assessment Centre. Resits will be scheduled and undertaken at a mutually agreed-upon time.

All examinations, inclusive of recorded invigilation, will be retained for a period of 3 years from the date of the examination.

Operatives must have successfully completed units LA (Location and avoidance of underground apparatus) and O1 (Signing, lighting and guarding) for any other units from O2 to O8 to be valid.

Supervisors must have successfully completed units LA (Location and avoidance of underground apparatus) and S1 (Monitoring signing, lighting and guarding) for any other units from S2 to S8 to be valid.

All candidates attending street works training are required to bring standard PPE as defined in your joining instructions, including hard hat, high-visibility vest or jacket, safety boots, gloves, ear defenders and protective eyewear. In addition to standard PPE, those undertaking Hot Lay units must also bring specific PPE for working with high temperatures. This includes flame-retardant overalls, heat-resistant gloves, and ideally, long-sleeved upper garments to provide additional protection.

Failure to bring the necessary PPE may result in candidates being unable to take part in practical training and, consequently, being unable to complete the unit or course. It is the responsibility of each candidate to ensure they arrive fully equipped to meet safety requirements.

Upon successful completion of street works training, the delivery of street works cards provided by SWQR can take up to 60 days from the date of successful completion. McCrae Training Ltd have no control over this, however, will keep clients informed accordingly.