CATALDO TRAINING
FIRST AID . FIRE FIGHTING

Terms and Conditions

DEFINITIONS

''Company'' ''Us'' ''Our'' and ''We'' refers to Cataldo Training Ltd

''Client'' ''You'' ''Your'' and ''Customer'' refers to the person or organisation who has commissioned our services.

''Training'' ''Courses'' ''Training Courses'' refers to all training courses, Bespoke or otherwise, offered and delivered by Cataldo Training Ltd

''on-site'' refers to a specified location chosen by the client for Cataldo Training Ltd to conduct a Training Course.

''open course'' refers to a Training Course delivered at a venue used by Cataldo Training Ltd and open for up to 12 delegates.

''candidates'' ''delegates'' ''students'' ''learners'' refers to named persons who, individually or as part of a company booking, attend a Training Course delivered by Cataldo Training Ltd.

''Pre-Course Questionnaire'' refers to the On-Site Training Course Prerequisites which is the same document.

TRAINING COURSES

1. HOW TO ENQUIRE/ BOOK

Enquiries and bookings for on-site training courses, or for a place/s on our open course, can be made by contacting Cataldo Training Ltd directly.

2. AVAILABILITY

2.1 Cataldo Training Ltd will offer availability to meet the needs of the clients as best we can.

2.2 We *may* be able to reserve potential dates but cannot guarantee these until the Quotation is accepted.
2.3 If the we do not hear from the client at all, we offer these dates to other clients.

3. CONFIRMATION

3.1 No contract between Cataldo Training Ltd and the client exists until the Quotation provided by us has been accepted, or for open courses, payment in full has been received for those place/s.

4. YOUR RESPOSIBILITY (THE CLIENT)

4.1 You are deemed to have accepted these Terms and Conditions when you accept our Quotation or from the date of any training course, whichever is the earliest.
4.2 These Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
4.3 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf.
4.4 These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5. OUR RESPONSIBILITY (CATALDO TRAINING LTD)
5.1 We endeavour to apply reasonable care and skill in our performance of the Services which will comply with the quotation.
5.2 We reserve the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
5.3 We will use our due diligence to complete the performance of the Services within the time agreed or as set out in the quotation.
6. PRICES
6.1 Quotations are itemised where applicable and a total amount is given on the Quotation.
6.2 Total prices are inclusive of Course fees, certification, and appropriate expenses.

7. PAYMENT

7.1 Invoices must be paid within 7 days of the date of the invoice or otherwise in accordance with any credit terms agreed between us.

7.2 Upon receipt of full payment, we will issue a ''paid in full'' Receipt to the Client.

7.3 If, after the 7-day Invoice Payment window has expired, we are yet to receive the full amount into our Business Bank Account, we will respectfully contact you to ascertain the reason for non-payment.

7.4 If we are dissatisfied with the response, we will log this as ''late payment outstanding''.

7.5 Thereafter, we reserve the right to instruct our legal team to pursue the outstanding balance as a recovery of debt.

7.6 For open courses, the candidates place on the course is only secured upon receipt of full payment.

7.7 Payment in any event is to be made by BACS.

7.8 No refund will be given for candidates who fail to complete the course or who do not achieve the required standard.

8. CUSTOMER CANCELLATION

8.1 Cancellation charges are as follows:

a. More than 10 days prior to course commencement – nil.

b. Within 7 days of the course commencement - 50%

c. 24 hours or less prior to course commencement – FULL INVOICE AMOUNT.

8.2 If an individual/s cannot attend a course, Cataldo Training Ltd will accept a named substitute/s providing written notice has been given along with any further documentation requirements deemed necessary.

8.3 For an individual/s to a course taking place on a different date, we will treat this as a cancellation.

8.4 If a candidate does not attend a booked course and has not cancelled it, this will be treated as cancellation by the customer with no notice given.

9. CANCELLATION BY CATALDO TRAINING LTD

9.1 Cataldo Training Ltd reserves the right to cancel any course or change its dates or venue.

9.2 In the event of a course being cancelled by us, a full refund of any fees will be given.

9.3 If a delegate is unable to attend due to changes made by us, a full refund of any fees will be made. No further compensation will be given.

10. CIRCUMSTANCES BEYOND A PARTIES CONTROL

10.1 Neither party is liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control or of that party.

10.2 Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, government action or any other event that is beyond the control of the party in question.

11. CANDIDATE SUITABILITY

11.1 It is the responsibility of candidates (or the company placing the booking) to ensure their suitability for this training before purchasing.

12. PRE-COURSE QUESTIONNAIRE

12.1 Upon booking an on-site Training Course, Cataldo Training Ltd issues a Pre-Course Questionnaire which is designed to give us as much information as to the viability of the chosen site to conduct full, safe, and effective training.

12.2 This Questionnaire can be relayed back to us by telephone, mutually convenient site visit or written with supporting photographs of the intended area.

12.3 If we do not receive a returned and fully completed Questionnaire, we will deem the chosen site to be suitable for the training and attend as per the Quotation date/s.

12.4 If we find, on arrival, that the site is not suitable, we reserve the right to vacate the premises and not deliver the course/s. We will deem this as a cancellation by the client within 24 hours and Invoice the client in full.

12.5 If we find, on arrival, that the site is not suitable, due to incorrect or vague information provided in a returned Pre-Course Questionnaire, we will deem this as a cancellation by the client within 24 hours and Invoice the client in full.

13. LIABILITY FOR PERSONAL BELONGINGS (OPEN COURSES)

13.1 We are not liable for any loss, theft, or damage to personal property, including vehicles, their contents, or any items carried by delegates during their time on site.

13.2 Parking on our premises is at the delegates' own risk. Delegates are encouraged to take appropriate measures to secure their belongings, both in vehicles and on their person, and to park in designated areas.

14. PRIVACY

14.1 Cataldo Training Ltd is committed to ensuring that your privacy is protected and is compliant with General Data Protection Regulations.

14.2 Our Use of Personal Data & Privacy Policy explaining how we use the information we collect about you is available on our request.

15. THIRD PARTY RECOMMENDATIONS

15.1 In some cases, it may be that, after initial enquiries, Cataldo Training Ltd is unable to provide the service/s that the client requests.

15.2 Additionally, a Client may, on completion of our Services, ask us for further Services that we are unable to provide. In this event, we are unable to recommend third party organisations.

15.3 We are happy to make the client aware of other organisations that offer similar services. This must be in no way interpreted as a recommendation or suggestion, and therefore Cataldo Training Ltd is not liable for any grievances arising from the clients sourcing of services from third party organisations.

16. COMPLAINTS PROCEDURE

16.1 Cataldo Training Ltd prides itself on being a high-quality Training Provider. We regularly review our feedback and procedures to ensure they meet our rigorous standards.

16.2 Occasionally however, a student may encounter a problem, or have a complaint that has not been addressed effectively.

16.3 In this event, please refer to our Complaints Procedure.

FIRE RISK ASSESMENTS

17. DEFINITIONS

''Company'' ''Us'' ''Our'' and ''We'' refers to Cataldo Training Ltd

''Client'' ''You'' ''Your'' and ''Customer'' refers to the person or organisation who has commissioned our Fire Risk Assessing services.

''FRA'' refers to a Fire Risk Assessment.

''Contract'' refers to the Clients acceptance of our Quotation OR a separately drafted Contract which is agreed by both parties prior to its instigation.

"Report" refers to the Fire Risk Assessment provided by the Company.

"The Order" refers to the Regulatory Reform (Fire Safety) Order 2005.

''Site'' ''Premises'' refers to the complete location, inclusive of boundaries, that the proposed visit and Fire Risk Assessment is intended for.

17 HOW TO ENQUIRE/ BOOK A FIRE RISK ASSESSMENT

17.1 Enquiries and bookings for Fire Risk Assessments can be made by contacting Cataldo Training Ltd directly.

18. AVAILABILITY

18.1 Cataldo Training Ltd will offer availability to meet the needs of the clients as best we can.

18.2 We *may* be able to reserve potential dates but cannot guarantee these until the Quotation is accepted.

18.3 If we do not hear from the client at all, we offer these dates to other clients.

19. CONFIRMATION

19.1 No contract between Cataldo Training Ltd and the client exists until the Quotation provided by us has been accepted OR a separately drafted Contract which is agreed by both parties prior to its instigation.

20. QUOTATION

20.1 The Quotation is made up of two distinct parts.

20.1 Quotation for Site Visit – We will issue a quotation for (and subsequently Invoice for) our initial visit to the site where we will meet the Responsible Person and gather all necessary information to compile the FRA.

20.2 This will primarily be in the form of notetaking and photographs of the site.

20.2 Cataldo Training Ltd cannot be held liable, if we find that the Pre-Site Visit Questionnaire has been returned to us with missing, vague or incorrect information which delays our ability to provide the Service.

20.3 Furthermore, if the shortcomings of a Pre-Site Visit Questionnaire subsequently protract the ensuing Site Visit, we cannot be held liable for any resulting delays.

20.4 Quotation for Fire Risk Assessment – After our site visit, and if our findings meet that of the initially returned Pre-Site Visit Questionnaire, we will compile the Fire Risk Assessment for that site. We will Invoice for this and upon full payment, send the FRA in PDF format to the Client.

21. PAYMENT

21.1 Invoices must be paid within 7 days of the date of the invoice or otherwise in accordance with any credit terms agreed between us.

21.2 Payment in any event is to be made by BACS.

21.3 Upon receipt of full payment, we will issue a ''paid in full'' Receipt to the Client.

21.4 If, after the 7-day Invoice Payment window has expired, we are yet to receive the full amount into our Business Bank Account, we will respectfully contact you to ascertain the reason for non-payment.

21.5 If we are dissatisfied with the response, we will log this as ''late payment outstanding''

21.6 Thereafter, we reserve the right to instruct our legal team to pursue the outstanding balance as a recovery of debt.

22. YOUR RESPOSIBILITY (THE CLIENT)

22.1 You are deemed to have accepted these Terms and Conditions when you accept our Quotation or from the date of any initial site visit, whichever is the earliest.

22.2 These Terms and Conditions and our quotation (the Contract) are the entire agreement between us OR a separately drafted Contract which is agreed by both parties prior to its instigation.

22.3 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf.

22.4 These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

23. OUR AIMS (THE SERVICE)

23.1 Cataldo Training Ltd undertakes to provide a (FRA) Fire Risk Assessment in accordance with Article 9 of the Regulatory Reform (Fire Safety) Order 2005.

23.2 The FRA is based on the conditions, use, and occupancy of the premises at the time of the visit to site.

23.3 The FRA is by its very nature an advisory undertaking and is in no way a substitute for legal compliance or professional legal advice.

24. PRE- SITE VISIT QUESTIONNAIRE

24.1 We will request the Client to complete a Pre-Site Visit Questionnaire which provides us with as necessary information about the Responsible Person and the site.

24.2 This questionnaire is designed to aid us in our visit and subsequent compiling of the Fire Risk Assessment.

25. SITE VISIT

25.1 We will then conduct a Site Visit which enables the Fire Risk Assessor visiting the site to compile all necessary information to compile an FRA.

26. FIRE RISK ASSESSMENT

26.1 Following our Site Visit, we will compile a Fire Risk Assessment.

27. CLIENT RESPONSIBILITIES

27.1 It is the Client's responsibility to:

a. Act on the findings and recommendations of the FRA.
b. Ensure full understanding of the FRA.

c. Maintain and review the FRA regularly, either annually or after structural, usage or material change (whichever is the sooner)
d. Comply with all current Fire Safety legislation.

27.2 Cataldo Training Ltd will not be held liable for the Client's failure to comply with the above listed Client Responsibilities.

28. LIMITATIONS OF LIABILITY

28.1 The FRA represents the professional opinion of Cataldo Training Ltd at the time of the Fire Risk Assessment and is based on reasonable skill, care, and due diligence.

28.1 We do not accept liability for loss, damage, injury or legal action arising

from the Client's failure to implement the recommendations detailed within the FRA.

28.2 Cataldo Training Ltd shall not be liable for any loss or damage arising from:

a. Hazards or defects not reasonably detectable during a non-invasive survey.
b. Subsequent structural or material alterations to the premises or its usage.
c. Failure by third parties to act upon or interpret the FRA accurately.
d. Failure to comply with statutory or insurance obligations.

29. THIRD PARTY RELIANCE

29.1 This FRA is intended solely for the Client's use and may not be relied upon by any third party without the express written permission of the Cataldo Training Ltd.

29.2 Cataldo Training Ltd disclaims all liability to third parties to the fullest extent permitted by law.

30. OTHER SERVICES

30.1 Cataldo Training Ltd currently provides Fire Safety training course including Fire Safety Awareness, Fire Marshal/ Warden and Fire Extinguisher training.

30.2 Should you wish to combine this training with our Fire Risk Assessment services, please make us aware at any time.

33. THIRD PARTY RECOMMENDATIONS

33.1 In some cases, it may be that, after initial enquiries, Cataldo Training Ltd is unable to provide the service/s that the client requests.

33.2 In this event, we are unable to recommend third party organisations.

33.3 We are happy to make the client aware of other organisations that offer similar services. This must be in no way interpreted as a recommendation or suggestion, and therefore Cataldo Training Ltd is not liable for any grievances arising from the clients sourcing of services from third party organisations.

34. LEGAL COMPLIANCE

34.1 Nothing in these terms shall limit the statutory duties of the Responsible Person under the Regulatory Reform (Fire Safety) Order 2005.

34.2 Cataldo Training Ltd does not assume the role of the Responsible Person or any statutory duties arising under the Order or other Fire Safety legislation.

35. INDEMNITY

35.1 The Client agrees to indemnify and hold harmless Cataldo Training Ltd against all claims, demands, proceedings, costs, damages, and liabilities (including legal costs) arising out of or in connection with the Client's use of or reliance upon the FRA.

36. LAW AND JURISDICTION

36.1 These Terms and Conditions shall be governed by and construed in accordance with the Fire Safety laws of England and Wales.

36.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

37. ACCEPTANCE

37.1 Use of the FRA constitutes acceptance of these Terms and Conditions in full.

Date: Sunday 21st Sept 2025

Simon Cataldo MIFSM
Director
Cataldo Training Ltd

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www.cataldotraining.co.uk

Cataldo Training is a trading name of Cataldo Training Ltd.
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Place of Registration - England & Wales