



BOOKING TERMS & CONDITIONS

Applicability of Terms and Conditions

These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by A.T. INSTRUCTORS.COM.

General

A.T. INSTRUCTORS.COM is a trading name of Applied Expeditions Ltd, registered in England and Wales, 7874364. Whenever A.T. INSTRUCTORS.COM is stated this also includes Applied Expeditions Ltd.

A.T. INSTRUCTORS.COM reserves the right to amend these booking conditions at any time.

Booking Conditions

- All bookings will start with the customer filling out the quotation form at www.atinstructors.com.
- A quote will be sent to the customer based on the information given.
- If the customer accepts the quote they must sign and return the quote before any work will commence. A deposit of 20% is required with the form. On receipt of the 20% deposit and signed quote form a contract is deemed to be in place.
- The customer can amend the information on a quote and return it to A.T. INSTRUCTORS.COM for a fresh quote to be issued if their needs have not been made clear from the original instruction.
- Neither the company website or literature constitutes an offer and A.T. INSTRUCTORS.COM may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition.
- All information is produced in good faith that is accurate at the time of going to press.
- Any current price list replaces all previous price lists.

Fees

- A deposit of 20% is required with the acceptance of the quote. £30 of this is non-refundable.
- The balance of the fee is payable 6 weeks before the A.T. Event.
- The whole fee is required if booking instructors less than 6 weeks before the A.T. Event.
- Payment should be made by BACS (Sort Code 202585, Account Number 83678156) quoting the job number. Alternatively cheques should be made payable to "Applied Expeditions Ltd" and sent to A.T. INSTRUCTORS.COM, 12 Roland Ave, Nuthall, Nottingham, NG16 1BB.
- In the event of any cheque from the customer being dishonoured a charge of £30, or such other sum as the company may from time to time advise the customer, will be made to cover bank and administrative costs.

Cancellation by the Customer

All cancellations must be in writing and sent either by post, or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

The customer will be charged on the following basis:

- £30 admin fee is non-refundable when cancelling more than 6 weeks in advance of the event, the remainder of the deposit will be refunded.
- 50% of the total fee where cancellation takes place less than 6 weeks but more than 4 weeks before the commencement of the event; or
- 100% of the total fee where cancellation takes place within the period of 1 - 28 days before the commencement date of the event; or
- 100% of the total course fee where cancellation takes place on or after the commencement date of the event.

Amendments by the Customer

All amendments must be in writing and sent either by post, or email. The company will acknowledge an amendment within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

- Amendments by the customer reducing the number of instructors required can be requested up to 6 weeks before the event with no financial penalty apart from the £30 admin fee as stated above.
- Amendments by the customer reducing the number of instructors required can be requested less than 6 weeks before the event however this will be considered as a cancellation for the instructor. Cancellation fees as stated above will apply.
- Amendments by the customer increasing the number of instructors required can be requested up to 6 weeks before the event with no financial penalty. A.T. INSTRUCTORS.COM standard fees and conditions will apply. A.T. INSTRUCTORS.COM will endeavour to fulfil the customers' requirements.
- Amendments by the customer increasing the number of instructors required can be requested less than 6 weeks before the event with no financial penalty. A.T. INSTRUCTORS.COM standard fees and conditions will apply. A.T. INSTRUCTORS.COM will endeavour to fulfil the customers' requirements; however this may not be possible due to the lateness of the request.

Amendments or Cancellation by A.T. INSTRUCTORS.COM

A.T. INSTRUCTORS.COM will do everything possible to fulfil the customer's requirements however in some instances it may just not be possible due to several external factors. Any failure to fulfil the customers' requirements will be provided in writing either by email or post.

- If A.T. INSTRUCTORS.COM fails to fulfil the whole contract then all monies paid to A.T. INSTRUCTORS.COM for the failed contract will be returned to the customer including the £30 admin fee. There will be no other financial liabilities for A.T. INSTRUCTORS.COM.
- If A.T. INSTRUCTORS.COM is only able to fulfil part of the contract then any monies paid to A.T. INSTRUCTORS.COM in respect of the unfulfilled part of the contract will be returned to the customer. The remainder of the contract shall be paid as per A.T. INSTRUCTORS.COM conditions. There will be no other financial liabilities for A.T. INSTRUCTORS.COM.

- In the event of an instructor becoming too ill to work or called away by a genuine family emergency then A.T. INSTRUCTORS.COM will endeavour to provide a replacement instructor as soon as is practicably possible. If it is not possible to find a replacement instructor this will constitute a partial failure and any monies paid for the partial failure will be returned.
- Force majeure – In cases where the instructor is able to work as requested however for circumstances outside the instructor's or A.T. INSTRUCTORS.COM's control then the normal fees will still apply. Suggested possibilities may include but are not limited to; bad weather conditions, water levels too high or low, students too ill to train, vehicular breakdowns, kit not being delivered, TOPL not approved, Foot and Mouth disease etc.

Equipment

- Instructors will generally bring their own personal equipment to use whilst providing instruction. In some case this may not be possible and the customer will be required to provide suitable and safe equipment for the instructors.
- Neither the instructor nor A.T. INSTRUCTORS.COM will provide equipment for the groups under instruction. This is the sole responsibility of the customer to provide suitable and safe equipment for the groups. If safe and suitable equipment is not provided then the instructor is within his rights to refuse to use substandard equipment. The customer will still be liable for the daily charge for the instructor.
- There shall be no liability to the instructor or A.T. INSTRUCTORS.COM for the damage or loss to equipment or for injury of a student due to faulty or damaged equipment.

Contracts and Insurance

- A.T. INSTRUCTORS.COM holds Public Liability and Professional Indemnity Insurance to act as a Recruitment Agency. A.T. INSTRUCTORS.COM does not directly employ the instructors and only provides an instructor finding service and a payment facilitation.
- For each customer requirement there will be two styles of contract. The first contract will be between A.T. INSTRUCTORS.COM and the customer to provide the instructors. The second will be between the customer and the instructor directly. This will however be facilitated by A.T. INSTRUCTORS.COM.
- For CFAVs providing instruction to a Cadet or other UK Military Unit then the contract will be between the customer and the instructor. In this case the instructor will need to have in place £5m public liability insurance and proof must be provided to the customer. It should be noted that some NGBs provide this level of cover within their membership offer i.e. BCU, BASI and others. As the customer is directly stipulating the training programme and learning outcomes there is no AALS liability in this instance.
- For Freelance instructor providing instruction to a Cadet or other UK Military Unit then the contract will be between the customer and the instructor. In this case the instructor will need to have in place £5m public liability insurance and proof must be provided to the customer. It should be noted that some NGBs provide this level of cover within their membership offer i.e. BCU, BASI and others. As the customer is directly stipulating the training programme and learning outcomes there is no AALS liability in this instance.
- For CFAVs providing instruction to a civilian company or person then the contract will be between the customer and the instructor. In this case insurance will need to be confirmed as to whether the civilian company or the instructor is required to hold the public liability insurance.
- There shall be no liability to A.T. INSTRUCTORS.COM for injury to a student however it may have occurred by an instructor provided by A.T. INSTRUCTORS.COM.

Instructors – General

The instructors must hold a valid NGB or JSAT award appropriate to the level of work that they are employed to deliver. This will be checked by A.T. INSTRUCTORS.COM however customers are advised to check the original documents at the beginning of a contract.

It should be the condition that all instructors:

- Are required to operate with the relevant NGB or professional body rules.
- Hold valid Public Liability Insurance cover for a minimum of £5m.
- Hold a valid CRB check to Enhanced level which is less than 5 years old.
- Follow the course training programme as issued by the customer or their representative.
- Comply with the customer's standing orders or directions.
- Comply with JSP535 if applicable. A copy should be loaned to all instructors for the duration of the contract.
- If required to drive MOD leased minibuses must hold a full driving licence for categories D1 (and E if required to tow a trailer) and a valid FMT600.

If the instructor and group are accompanied by a CFAV, who feels that the activity being undertaken is not suitable for the cadets, the CFAV has the right of veto. The CFAV cannot overrule the instructor in terms of safety and activity technical matters. The CFAV is only responsible for pastoral matters.

The instructor is to be accommodated and fed at the expense of the unit under central arrangements. If the instructor is a CFAV and separate messes are in operation the instructor is to be accommodated in the mess appropriate to his/her rank at no extra charge unless attending a mess function which is not covered by general messing.

If an instructor chooses to accommodate or feed elsewhere then this will be at the expense of the instructor.

The instructor is not able to claim T&S whilst travelling to or from the contract from either the customer or A.T. INSTRUCTORS.COM.