

# Terms of Business



## 1. Interpretation

In these Terms of Business (the "Terms"):

- 1.1 "Supplier"** means **Phoenix STS Ltd. t/a Phoenix Safety Training Services**, a limited company incorporated in Ireland (Company No. 491221) with its registered office at Unit 11 Leader House, Leader Park, Dublin Road, Longford, Co. Longford. Phoenix STS Ltd's legal form is a private company limited by shares. All required company particulars are disclosed in accordance with the Companies Act 2014
- 1.2 "Customer"** (referred to as "you"/"your") means the person or entity who purchases the services or goods from the Supplier.
- 1.3 "Services"** means the training courses, consultancy, goods, or other services ordered by the Customer from the Supplier in an order accepted by the Supplier (referred to as "we"/"us"/"our").
- 1.4 "Days"** means working days (Monday to Friday, excluding Irish public holidays) unless otherwise stated.

## 2. General

2.1 We are pleased to accept orders subject to these Terms. By placing an order, you agree to be bound by the Terms as set out here. No other terms (including any you may send to us with a purchase order) shall apply unless we have expressly agreed to them in writing.

2.2 **Entire Agreement:** These Terms, together with any specific contract or proposal document we have signed with you, constitute the entire agreement between you and us for the Services. Any change or addition to these Terms must be agreed by us in writing (for example, in a written tender or contract variation) to be effective. Unless such a written agreement is made, no alteration of these conditions will apply.

## 3. Quotations

3.1 Our written quotations are valid for 30 days from the date of issue unless otherwise agreed in writing. After 30 days, we reserve the right to revise or withdraw the quote.

3.2 Quotations are provided to you (the addressee) for your use only. You may not disclose our quotation to any third party without our consent. We reserve the right to withdraw a quotation if it is passed to a third party without permission.

## 4. Delivery and Collection of Goods

4.1 We will deliver goods within the agreed delivery period. While we make every effort to meet delivery timelines, we cannot be held liable for any loss caused by late delivery. Late delivery will not entitle you to terminate the order or claim damages, and it will not be considered a breach of contract on our part.

4.2 Goods will be delivered to the address you provide. You are deemed to have authorised any person present at the delivery address to accept delivery on your behalf.

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4.3 If neither you nor an authorised person is available to accept delivery, or if the carrier is unable to deliver the goods for any reason beyond our control, we may at our discretion either: (a) store the goods and attempt delivery at a later date (additional storage or delivery charges may apply), or (b) return the goods to our stock and re-supply similar goods at a later time. Any extra costs incurred due to a failed delivery that is not our fault (nor the carrier's) will be charged to you.

4.4 You must provide adequate labour or facilities at the delivery or collection address to unload and load the goods without undue delay. If special equipment or handling is required and not provided, any resulting costs or delays may be charged to you. We will require compensation for any loss we suffer arising from any delay or inability to deliver or collect the goods that is caused by your failure to meet these obligations.

4.5 We may deliver orders in instalments if necessary. Each instalment shall be treated as a separate contract for the purposes of delivery and payment. If you fail to pay for any instalment or breach these Terms in relation to an instalment, we may suspend or cancel further deliveries under any other instalment or order.

4.6 Title and risk in the goods will pass as set out in the Retention of Title clause below. Unless otherwise agreed, our prices **exclude** any delivery or transport charges, insurance in transit, taxes, or duties. Any such costs will be added to your invoice as applicable.

## 5. Prices

5.1 All prices are quoted in Euro (€) and **exclude** Value Added Tax (VAT) unless expressly stated otherwise. VAT at the applicable rate will be added to all invoices (if relevant) in accordance with Irish tax law.

5.2 The applicable VAT point (tax point) date will be the date of the invoice (which is typically the date of dispatch of goods or completion of Services unless otherwise required by law).

5.3 We reserve the right to adjust our prices from time to time. However, once an order is accepted, the price quoted for that order will remain fixed (provided the order is within the quotation validity period or as otherwise agreed).

## 6. Application for Credit

6.1 If you wish to open a credit account with us, you must complete our credit application process (including providing any requested references or information). We reserve the right, at our sole discretion, to approve or refuse a credit account. We may also suspend or cancel a credit account at any time by giving notice to you (for example, due to late payments or a change in your creditworthiness).

6.2 By submitting a credit application, you authorise us to verify all information provided, including contacting the trade references or credit agencies you have identified.

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6.3 If we decide not to grant you a credit account, we will inform you and may offer alternative payment options or refer you to third-party financing options to facilitate your purchase. (Please note that any financing arrangement would be between you and the finance provider; we have no control over the finance provider's decision and assume no liability in respect of such arrangements.)

6.4 All invoices on a credit account are subject to the payment terms in clause 7 below. A credit account may be terminated by us if you fail to adhere to agreed payment terms or if we otherwise determine that continuance of the account exposes us to unreasonable risk.

## 7. Payment Terms

**7.1 Invoice Payment:** Unless otherwise stated in writing, all invoices are due for payment **within 30 calendar days** from the invoice date. Payment must be made in full in cleared funds to the bank account nominated on our invoice. Time for payment is of the essence.

**7.2 Late Payment Interest:** If you do not pay an invoice in full by the due date, we are entitled to charge interest on the overdue amount. Our standard interest rate is **10% per annum above the current base lending rate of the Central Bank of Ireland**, calculated on a daily basis and compounded daily from the due date until payment is received in full. This interest is a genuine pre-estimate of the cost to us of your late payment and is not penal. (For reference, Irish law entitles suppliers to statutory interest on late payments at a rate of the European Central Bank main rate + 8%, so our rate is in line with or slightly higher than statutory entitlement.) Interest on late payments cannot be waived by the supplier under the law and becomes payable as soon as payment is late. We also reserve the right to **sue for the outstanding sum and any accrued interest and recovery costs** if you default on payment, whether or not the goods or Services have been delivered in full at that time.

**7.3 Recovery Costs and Compensation:** In addition to interest, if your payment is late and the transaction is a business-to-business transaction, we are entitled under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 to compensation for recovery costs. We may charge a fixed sum as provided by those Regulations (for example, €40 for an overdue invoice up to €1,000; €70 for invoices up to €10,000; and €100 for larger invoices). This compensation is payable automatically on late payment (no reminder is required) and is intended to cover our internal costs of recovering the debt. We further reserve the right to recover any additional reasonable costs we incur in pursuing payment (to the extent such costs exceed the fixed sum compensation).

**7.4 No Set-off / Withholding:** You shall not be entitled to withhold, defer, or set off payment of any amount due to us under these Terms on account of any dispute or counterclaim you may have against us. In other words, you must pay our invoices in full when due even if you have a claim against us, **except**

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that this clause does not prevent you from exercising any rights you have in law to refuse payment of a genuinely disputed invoice (for example, if the amount invoiced is incorrect or the goods were not delivered).

**7.5 Special Payment Terms:** If your contract with us is a specific long-term agreement (*for example, a Residential Care Fire Safety contract or other project-based service*), the payment schedule and methods may be set out in that contract. In such cases, the specific contract terms regarding payment (including any deposit, stage payments, or alternative due dates) will prevail over the general terms in this clause to the extent of any difference. We will make it clear in the contract documentation if special payment terms apply. Otherwise, the 30-day standard terms and the above provisions on late payment apply to all invoices.

## 8. Warranty and Liability

### 8.1 Warranty for Goods

**8.1.1 Quality Warranty:** All goods supplied by us are warranted (as per the original manufacturer's warranty) to be of sound workmanship and materials and to be reasonably fit for the purpose for which they are designed under normal usage conditions. This warranty is provided by the manufacturer, and we will pass through to you the benefit of any applicable manufacturer's warranty. It is your responsibility to ensure the goods are used in accordance with the manufacturer's instructions and under fair conditions.

**8.1.2 Claims under Warranty:** To make a claim under this warranty, you must notify us as soon as you discover the defect and return the goods to us (or as we direct) for inspection. Unless the manufacturer specifies a longer period, you should report the fault and return the goods within **7 days of delivery** (or within the manufacturer's warranty period for the goods, if longer). Goods must be returned in good order and condition (subject only to the fault reported), and carriage paid to our distribution centre or other address we specify. We will not accept any returned goods unless we have agreed to such return in advance. Our carriers or staff have no authority to accept returns on our behalf without prior arrangement.

**8.1.3 Remedy for Faulty Goods:** If upon inspection, we acknowledge that the returned goods are indeed faulty due to manufacturing or workmanship defects (and not due to misuse or negligence by you or anyone under your control), we will, at our discretion, either: **(a)** replace the goods with the same or equivalent items, **(b)** repair the goods (or have them repaired) at no charge to you, or **(c)** issue you a credit or refund for the price of the goods. This shall be your sole and exclusive remedy in relation to faulty goods. We aim to process valid warranty claims promptly. Any repaired or replacement goods will be delivered to you at our cost.

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**8.1.4 Exclusions:** This warranty does not cover faults or damage caused by misuse, abusive handling, improper installation, lack of maintenance, or alteration of the goods by you. In particular, we will have no liability for faults arising from wear and tear, willful damage, negligence by you or a third party, abnormal working conditions, or any failure to follow our (or the manufacturer's) instructions.

**8.1.5 Rejected Warranty Claims:** If goods returned to us under a warranty claim are found to be in good working order (no fault found), or the damage/fault is caused by factors not covered by the warranty (e.g., misuse or neglect by the Customer), then: (i) we will notify you of this outcome and hold the goods for **10 days** from notice for you to arrange collection or return shipment at your expense, and (ii) you will remain responsible to pay for the goods in full (if not already paid) as well as any costs of returning them to you. If you do not provide instructions for collection or return within 10 days after we notify you, you are deemed to have authorised us to dispose of or recycle the goods as we see fit. In such case, we shall have no further liability in respect of the goods, and any cost of disposal may be charged to you.

**8.1.6 Third-Party Carriers:** If you arrange your own carrier to collect goods from us, or if a carrier delivers goods to you on our behalf, the carrier is deemed to be your agent for the purposes of returning any goods (unless we have agreed otherwise in writing). We do not authorise any carrier to accept returns on our behalf unless we have pre-approved the return. You must not return goods by giving them to a delivery driver without our prior consent.

## 8.2 Liability Limitations

**8.2.1 No Consequential Loss:** We will **not be liable for any indirect or consequential loss or damage** arising from any breach of contract, tort (including negligence), or other cause. This exclusion includes (but is not limited to) any loss of profit, loss of revenue, loss of business, loss of anticipated savings, or loss of opportunity suffered by you or any third party, even if we were advised of the possibility of such damages. In particular, in no circumstances will we be responsible for any loss or damages arising from the failure, defect, or delay in delivery of any goods or Services beyond the remedies expressly provided in these Terms.

**8.2.2 Total Liability Cap (Business Customers):** If you are a business customer (not a "consumer" as defined by law), our total aggregate liability to you for any and all claims arising out of or in connection with the contract (whether for breach of contract, negligence, or otherwise) shall not exceed the amount you have paid (or are payable) for the goods and/or Services that give rise to the claim. This cap on liability does not apply to the extent prohibited by law (for example, it does not apply to personal injuries or death caused by our negligence, as stated below).

**8.2.3 No Limitation for Personal Injury/Fraud:** Nothing in these Terms shall exclude or limit our liability for **death or personal injury caused by our negligence**, or for **fraud or fraudulent misrepresentation**, or for any other liability which cannot be excluded or limited under applicable law.

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**8.2.4 Consumer Rights Preservation:** If you are dealing with us as a **consumer** (meaning you are purchasing for personal use outside of business, as defined in the Consumer Protection Act 2007 and related legislation), then the above provisions on warranty and liability are subject to your statutory consumer rights. In particular, nothing in these Terms will affect your rights as a consumer under Irish law. For example, under the Sale of Goods and Supply of Services Act 1980, consumers have certain implied rights (such as goods being of merchantable quality, fit for purpose, and as described) which cannot be excluded. Any provisions of these Terms which would be contrary to those statutory rights for a consumer shall be read as being subject to those rights. In practice, this means that if you are a consumer, you may have the right to reject faulty goods for a refund or to claim repair or replacement, even if not explicitly stated above. The warranties given in these Terms are in addition to, and not in substitution for, your legal rights.

**8.2.5 Exclusion of Implied Terms (Business to Business):** To the fullest extent permitted by law, and if **you are not a consumer**, we hereby exclude all terms, conditions, or warranties implied by statute, common law or otherwise, which are not expressly set out in these Terms. In particular, we exclude any implied conditions or warranties as to merchantability, fitness for purpose, or correspondence with description in relation to the goods or Services, except to the extent that such exclusion is prohibited by law. (For example, if you are a business customer, sections 13–15 of the Sale of Goods Act 1893 (as amended) are, to the extent permitted, excluded by agreement.)

**8.2.6 Timing of Claims:** You must notify us in writing of any claim you intend to make against us **within a reasonable time** and, in any event, no later than 6 months from the date you become aware of the issue giving rise to the claim. This is to ensure we can investigate and address issues promptly. This clause does not shorten any statutory limitation period for initiating legal proceedings but sets out an agreed timeframe for notification of issues.

**8.2.7 Overall:** Except as expressly provided in these Terms, we shall not have any further liability to you in respect of goods or Services provided. We strongly advise that you have in place appropriate insurance to cover any losses you may incur that are not recoverable from us due to the limitations and exclusions in these Terms.

## 9. Catalogues and Brochures

9.1 All descriptions, illustrations, specifications, and other details in any catalogue, brochure, marketing email, price list, website, or other documentation we provide are for general information and guidance only. While we endeavour to ensure such information is accurate and up-to-date, it does **not** form part of any contract between you and us. You should not rely on these descriptions or images as implying any warranted characteristics of the goods or Services.

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9.2 We accept no liability for any errors, omissions, or inaccuracies in our promotional materials. We cannot be held responsible for any loss or damage arising from your reliance on any description or illustration of the goods or Services that are not confirmed in the contract or specification. The actual goods or Services delivered will be as per the agreed specification in our quotation or order acknowledgment. If you need to ensure that any particular detail is accurate or forms part of the contract, please obtain written confirmation of that detail from us.

## 10. Force Majeure

10.1 We reserve the right to cancel an order or suspend/delay delivery or performance of Services, without liability, if we are prevented from carrying out our obligations by any cause beyond our reasonable control. In such circumstances of **force majeure**, we will not be responsible for any loss or damage incurred by you due to the delay or cancellation.

10.2 Causes beyond our reasonable control include (but are not limited to): war, acts of terrorism, civil unrest or riot; acts of God, fire, flood, unusually severe weather or natural disaster; epidemic or pandemic (including government-imposed lockdowns or restrictions); labour disputes or strikes (including at our suppliers or carriers); accidents, traffic disruptions, or transportation delays; shortages of materials or energy; failure of utilities or telecommunication networks; or any law or action taken by a government or public authority (such as import or export restrictions).

10.3 If such an event occurs, we will inform you as soon as reasonably possible and will make efforts to mitigate the impact. The time for our performance will be extended for the duration of the force majeure event. If the event continues for an extended period, making the fulfilment of the contract impractical, either party may have the right to cancel the affected order upon written notice. If the contract is cancelled due to force majeure, any payment for goods or Services that have not been delivered will be refunded, and any goods that have been delivered but not paid for must still be paid (or returned). Neither party will have further liability to the other for the portion cancelled due to the force majeure event.

## 11. Shortages, Damages, and Loss in Transit

11.1 **Inspection on Delivery:** You are responsible for inspecting goods upon delivery. Any claim for shortages (missing items), physical damage to goods, or loss of goods in transit must be reported to us **in writing within 3 days** of the delivery date. In the case of total non-delivery of a consignment, you must inform us in writing within 10 days of the invoice date or expected delivery date. Timely notification enables us to make a claim against carriers or investigate the issue.

11.2 **Short Delivery or Wrong Goods:** If some items from your order are missing or incorrect, and this is noted on delivery, you should inform both us and the carrier immediately (and also note it on any delivery

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docket if possible). We will, at our discretion, replace or refund the price of any goods that were agreed and paid for but not delivered or correct any delivery errors as soon as possible.

**11.3 Damaged Goods:** If goods arrive damaged, keep the goods and all packaging materials together and notify us within 3 days. We may request photographs of the damage and the packaging for our investigation. Do **not** dispose of any damaged item or its packaging unless we advise, as we may need to inspect or retrieve them. We will arrange, at our discretion, either a refund, replacement, or repair of goods proven to our satisfaction to have been damaged in transit prior to delivery to you. We may also handle the claim with the carrier.

**11.4 Conditions for Claims:** We will only consider claims for shortages or transit damage if they are made within the timeframes above. Additionally, for lost goods, if the carrier has left a notification (such as an attempted delivery notice) or if tracking shows delivered but you have not received the goods, you must inform the carrier and us promptly. If goods are delivered to a third party or drop-off point at your request, the risk passes at that point, and claims for loss may not be accepted.

**11.5 Separation of Goods:** If you believe there is a shortage or damage, please keep the relevant goods separate from other items and in the condition they were delivered (to the extent possible) until the issue is resolved. We may need to inspect the goods or have them returned. In the case of damage, do not use the goods. In the case of a short delivery, double-check the packaging to ensure small items were not overlooked.

**11.6 Outcome:** For valid claims of loss, damage, or short delivery, we will, at our discretion, either send you replacement goods as soon as practical or issue a credit/refund for the missing/damaged items. This shall be your sole remedy for delivery issues. We do not accept liability for any consequential losses arising from delayed or improper delivery (see the Liability clause above) but will do our best to rectify problems promptly.

## 12. Retention of Title (Reservation of Ownership)

**12.1 Title Transfer:** Notwithstanding delivery of goods to you, all goods supplied remain **our property** (we retain title/ownership) until we have received unconditional payment in full for those goods **and** for any other sums due and owing by you to us on any account whatsoever. In effect, this means we retain ownership of the goods until all your outstanding invoices with us are paid in full.

**12.2 Passing of Risk:** Risk in the goods (responsibility for loss or damage) passes to you upon delivery to you (or collection by you or your agent). You should, therefore, insure the goods from the time of delivery, even though we still own them until payment. If the goods are lost, stolen, or destroyed after delivery, you remain liable to pay us for them in full, but you will have the benefit of any insurance proceeds. If such loss or damage occurs before you have paid for the goods, any insurance payout for the

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goods must be held on trust for us to the extent of the unpaid amount, and you must remit such amounts to us as soon as received (this is without prejudice to our right to payment of the price).

**12.3 Separation and Identification:** Until ownership of the goods passes to you, you must keep the goods **separate** from your own goods or other's goods and properly stored, protected, and identified as our property. You must not remove, deface, or obscure any identifying marks or packaging on or relating to those goods. This is to ensure that, if necessary, the goods can be clearly identified and recovered as our property.

**12.4 Permitted Use or Resale:** You are permitted to use the goods or **resell** them in the ordinary course of your business before ownership has passed, **provided** that any sale is made at full market value and you hold the proceeds of any resale in trust for us. Specifically, if you sell the goods to a third party before you have paid us in full, you will hold **all proceeds** of that sale (and any rights to receive payment) on trust for us, to the extent of the amount you owe us for those goods. You agree that, upon request, you will assign to us any rights or claims you have against your customer in order to facilitate our recovery of the proceeds to cover your debt to us. Our interest in the proceeds of resale will not exceed the total amount outstanding to us.

**12.5 Right of Entry and Recovery:** If you have not paid for the goods by the due date, or if you are in breach of these Terms, we (and our representatives) have the right, at any reasonable time, to enter any premises where the goods are stored or believed to be stored, **without prior notice**, to recover and repossess those goods. You expressly authorise us to enter any premises owned, occupied, or controlled by you for this purpose. This authorisation also extends to entering any third-party premises where the goods are held on your behalf (and you will secure permission for us to enter such premises). You agree to cooperate with us in the recovery of our goods and to ensure that they are segregated and not hidden or moved to frustrate repossession. We may take whatever actions are necessary to take possession of the goods, and we will not be liable for any damage reasonably caused by such entry or removal (except to the extent caused by our negligence).

**12.6 Termination of Right to Possession:** Your right to possession of the goods (even if we haven't been paid) will terminate immediately if: **(a)** you become insolvent, bankrupt, enter into examinership, receivership or any arrangement with creditors, or if any equivalent process occurs (see clause 13 below), **(b)** you breach any of your obligations under this Retention of Title clause, or **(c)** we lawfully demand return of the goods and you fail to comply. In any such case, we may proceed to recover the goods as described above.

**12.7 Set-Off of Mutual Debts:** In addition to our retention of title rights, if at any time we owe you any amount (for example, for goods or services you have supplied to us), and you owe us amounts under these Terms, we may set off the amount we owe you against the amount you owe us. We will notify you

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in writing if we exercise this right of set-off. This means we can reduce our debt to you by the amount of your debt to us instead of paying you directly to clear mutual obligations.

## 13. Customer Default (Insolvency or Breach)

13.1 If any of the following events occurs, we shall have the right to cancel any contract with you immediately by written notice and demand immediate payment of any outstanding invoices (whether due or not) without prejudice to any other rights or remedies we may have:

**13.1.1 Breach of Terms:** You fail to honour any of your obligations under these Terms or any other contract with us, or you are in material breach of contract. (For example, failure to pay any amount by the due date or misuse of our intellectual property would be a breach.) If the breach is capable of remedy and is not remedied within 7 days of written notice from us, we may terminate the contract.

**13.1.2 Insolvency Events:** You become the subject of an insolvency or bankruptcy procedure. This includes (but is not limited to): if you are an individual, you are declared bankrupt or seek an arrangement with creditors; if you are a company, you convene a meeting of creditors, enter liquidation (voluntary or compulsory) except for solvent amalgamation or reconstruction, have a receiver or examiner appointed over all or part of your assets, or any analogous event in any jurisdiction.

**13.1.3 Ceasing Business:** You cease, or threaten to cease, to carry on business, or are unable to pay your debts as they fall due, or any event occurs (or procedure is taken) with respect to you in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in 13.1.2.

If we terminate a contract under this clause, we will be released from all further obligations to perform under that contract, but such termination shall not affect our entitlement to monies due, interest, or damages for any breach by you. We may also exercise our rights to recover any goods under the Retention of Title clause. Any cancellation or termination under this clause is without liability on our part, and you will indemnify us for any loss or expense incurred as a result of such termination (including costs of recovering goods or debts).

## 14. On-Site Training Courses

**14.1 Booking and Confirmation:** You can book an on-site training course (i.e., a course at your premises or a venue you provide) by contacting us via phone or email. We will confirm the agreed training date, time, and details in writing (usually by email). A deposit or purchase order may be required to secure the date. If a deposit is required, we will inform you at the time of booking. We reserve the right to **re-allocate the training date to another client** if you fail to pay any required deposit or provide a purchase order by the agreed deadline. Telephone cancellations of on-site training must be confirmed **in writing (email)** immediately to be valid.

**14.2 Customer Responsibilities – Venue and Safety:** It is **your responsibility** to provide a suitable and safe training venue for the on-site training. The venue should be indoors (unless specifically agreed for certain

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drills), with adequate space, seating, lighting, ventilation, and any equipment agreed for the training. The environment must comply with all applicable health and safety requirements. In particular, you, as the person in control of the place of work, must ensure, **so far as is reasonably practicable**, that the training area and any equipment provided are safe and without risk to health. We expect you to have all required safety measures in place (fire exits, first aid, etc.) as mandated by the Safety, Health and Welfare at Work Act 2005. If there are any site-specific hazards or safety procedures (for example, fire alarms, assembly points, machinery, etc.), you must inform our instructor before training begins. We reserve the right to refuse to deliver or to suspend the training if, in our instructor's opinion, the venue is unsafe or not compliant with legal standards. In such a case, the session will be deemed cancelled by you (and cancellation fees may apply) unless and until the issues are rectified.

**14.3 Venue Hire (if needed):** If you do not have an adequate facility for the training, we may assist in arranging an external training venue upon your request. The cost of hiring an external venue (and any associated expenses) will be passed on to you at cost (or as quoted) in addition to our training fees. We will seek your approval for any such costs in advance.

**14.4 Equipment and Materials:** Unless otherwise agreed, you are responsible for providing any standard equipment needed for the training (for example, a projector and screen for presentations, if required, or practical equipment for fire drills, etc.). We will inform you in advance of any specific requirements. If we agree to bring special equipment or materials, these remain our property (or the property of our partners) and are for use during the training only. You must ensure any equipment we bring can be used safely at your site (e.g., adequate space and power supply if needed).

**14.5 Learner Information:** Before the training, please inform us if any of your participants (learners) have **special requirements** or needs (for example, mobility issues, visual/hearing impairments, reading difficulties, etc.). We will treat any such information with the strictest confidentiality and only use it to ensure appropriate accommodations. Our goal is to provide an inclusive training environment. If particular accommodations are not feasible, we will discuss alternatives with you.

**14.6 Language Requirements:** Training will be delivered in **English**. It is essential that all learners have a sufficient standard of spoken and written English to participate in and understand the course material. This is for their safety and to ensure they can achieve the learning outcomes. If any learners are **not fluent in English**, you may arrange for a competent interpreter to accompany them. If you plan to use an interpreter or if language might be a barrier for any participant, you must notify us in advance (ideally at the time of booking) so that we can discuss arrangements. We reserve the right to refuse to issue certificates to learners who, due to language barriers, could not demonstrate the required understanding or skills in the training or assessment.

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**14.7 During Training – Conduct and Safety:** The Customer (you) is responsible for maintaining a safe environment during the training session. This includes ensuring that our trainer is made aware of all relevant safety procedures on site (such as fire evacuation routes, first aid facilities, etc.). Both our staff and your participants must follow any site rules and the instructions of the trainer for practical exercises. If the training involves practical exercises that could pose some risk (for example, fire extinguisher practice and manual handling drills), we will conduct a brief risk assessment and safety briefing. We expect all participants to behave safely and responsibly. We are not liable for accidents or injuries that occur due to participant negligence or misuse of equipment contrary to the trainer's instructions.

**14.8 After Training – Certificates and Feedback:** Where a course includes assessments or leads to certification (for example, a QQI or PHECC certificate or our own certificate of completion), we will issue the course report and/or certificates **after full payment** for the course has been received. Typically, certificates are prepared and sent out within a few days of course completion (upon payment). If payment is outstanding, we may withhold certificates until payment is made. We will provide feedback forms or receive feedback to continually improve our services. Any personal data of learners collected during this process will be handled in compliance with GDPR and our privacy policy.

## 15. Public Training Courses (Scheduled Courses)

**15.1 Booking and Payment:** You can book a place on a public training course (a course organised by us at a public venue or online, open to multiple clients) either **online via our website** ([www.phoenixsts.ie](http://www.phoenixsts.ie)) or by contacting us by phone/email. Online booking with payment will immediately secure the participant's place. If you book by phone or email without immediate payment, we will tentatively hold a spot and send you a written confirmation of the booking. However, to **guarantee** your place, you must provide either a valid purchase order or full payment **within 5 working days** of your booking (unless the course date is sooner, in which case payment arrangements will be needed sooner as specified by us). We reserve the right to re-allocate the reserved place to other learners if the required payment or PO is not received on time. We will notify you if a booking is at risk of being lost due to non-payment.

**15.2 Cancellation by Participant:** If you need to cancel a public course booking, you must notify us by phone and **confirm in writing (email)** immediately. Cancellation charges will apply as per our **Cancellation and Refund** policy (see Section 16 below). In summary, for public courses, giving more than 14 days' notice allows a full refund; 7–14 days' notice allows a 50% refund; less than 7 days' notice results in no refund (0%). We may, at our discretion, offer a credit or reschedule option for a portion of the fee if you cancel late, but this is not guaranteed. Please refer to Section 16 for details.

**15.3 Course Administration:** Upon confirming your booking, we will provide details such as the course venue, date, start time, and any preparatory instructions. A **location map or directions** to the venue will be provided on request (and can often be found on our website for common locations). We typically

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begin courses at the stated time, so attendees should aim to arrive a little early for registration. If you or any learner have not received joining instructions within a reasonable time before the course, please contact us.

**15.4 Requirements at Training:** For all public courses, participants are expected to have any prerequisite knowledge or qualifications as stated in the course description. They should also adhere to any dress code or equipment requirements (for example, wear comfortable clothing for first aid courses involving floor work, etc.). We will inform you if any special items are needed.

**15.5 Included in Fees:** Public course fees generally include all course materials, **refreshments**, and certification costs (if applicable) unless stated otherwise. For example, tea/coffee and light refreshments may be provided during breaks, and the cost of issuing certificates or cards is included. If a course has any additional fees (such as an external exam fee not included), this will be made clear in the course details. (Note: exam/re-certification fees for certain accredited courses may be separate – we will advise if so.)

**15.6 Class Size:** We enforce a maximum number of learners for each course, as specified in the course details, to ensure quality and safety. If, for any reason, the number of participants you wish to send exceeds the maximum or the number you booked, please contact us in advance. We reserve the right to turn away unbooked attendees if a session is full. Conversely, if a course does not meet a minimum number of participants, we reserve the right to cancel or reschedule (as per 15.8 below).

**15.7 Learner Requirements and Conduct:** The provisions in sections 14.5 and 14.6 regarding special requirements and language apply equally to public courses. Participants must have a good standard of English, or you should arrange an interpreter (with prior notice and at your expense) if necessary. Participants are expected to conduct themselves respectfully and comply with the trainer's instructions. We reserve the right to remove from the course any participant who is disruptive, intoxicated, abusive, or poses a safety risk without a refund.

**15.8 Changes or Cancellation by Us:** We make every effort to avoid changes, but we reserve the right to **cancel or alter the date or venue** of a public course if necessary. Reasons might include low enrollment, trainer illness, or venue issues. We will provide **at least 3 days notice** of any such change whenever possible (or as much notice as we reasonably can in unforeseen circumstances). In the event we must cancel a course you are booked on, we will offer you the choice of a **full refund** of any fees paid or a **transfer** to the next available course date (or a credit note if you prefer). If we have to change the venue or make a minor schedule change, we will inform you, and if you cannot attend due to the change, we will treat it as a cancellation by us (with refund or transfer as above). We do not accept liability for any additional costs you incur (such as travel or accommodation bookings) due to a cancellation or change by us beyond refunding the course fee, as such cancellations or changes are an inevitable possibility in scheduling courses and are reflected in our pricing (i.e., we cannot cover consequential losses for these events). You will be notified by phone (and a confirming email) if a course is cancelled or changed by us.

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**15.9 Course Completion and Certification:** For courses that include assessments (written or practical exams), participants must meet the required standard to receive a certificate. The trainer will provide feedback on the day, and any participant who does not pass may be offered a chance for re-assessment or advised on further training (according to the awarding body's rules, if applicable). For in-house certification courses, we may offer either retraining or a refund under our Money-Back Guarantee (see Section 17) if a participant does not achieve the expected outcome, subject to the terms of that guarantee. Certificates for successful participants will be sent to the booking contact or to the individuals as agreed, usually within 2 weeks of course completion (and subject to full payment being received).

**15.10 Training Materials and IP:** All course materials provided (handouts, manuals, slides, etc.) are **copyright-protected** by us or our licensors. These materials are for the personal use of the participant during and after the course. They must **not** be copied, distributed to others, published, or used to deliver training by anyone other than us unless you have our explicit written permission. Dynamic watermarks or other markings on materials (especially in e-learning or PDF materials) may be used to identify unauthorised copying. See also Section 20 regarding document security for how we protect such materials.

## 16. Cancellation and Refunds

**Cancellation by Customer (Training Services):** If you need to cancel a training service that you have booked with us, the following refund policy applies. The amount of refund (or credit) depends on how much advance notice you give us before the scheduled start date of the service:

### On-Site Training Cancellation:

- More than 3 day's notice: **Full refund or full credit** of any fees paid for the booking.
- 2–3 day's notice: **50% refund** of the course fee (we will refund half of the fee) *or*, if you prefer, a credit for 50% of the fee toward a future booking.
- Less than 24 hour's notice (or no-show on the day): **No refund** of the course fee. The full fee remains payable. We may, at our discretion, issue a partial credit note for use against a future booking, but this is not guaranteed. (We do this on a goodwill basis if, for example, some costs were saved by not having to travel.)

For on-site training, "days' notice" is counted, excluding weekends and bank holidays (since if you cancel on a Friday for a Monday course, that is effectively one working day's notice). For example, cancelling on Wednesday for a Monday course is more than 3 days' notice; cancelling on Friday for a Monday course is less than 3 days' notice.

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## Public Training Course Cancellation:

- More than 14 days' notice: **Full refund or full credit** of the course fee.
- 7–14 days' notice: **50% refund** (or 50% credit) of the course fee.
- Less than 7 days' notice: **No refund** (0%). The full fee is charged. We may offer to transfer you to another course date or give a partial credit at our discretion, but we are not obligated to do so.

In all cases above, notice of cancellation must be provided in writing (email is sufficient, or through our online cancellation form if available). The effective date of cancellation is when we receive your written notice. We will confirm back in writing (usually within one business day) to acknowledge the cancellation. If you do not receive confirmation, please contact us to ensure your notice was received. Telephone or verbal cancellations alone are not binding until confirmed in writing.

**Refund Process:** If you are entitled to a refund, we will process it within 14 days of receiving your cancellation notice (or, if later, 14 days from the scheduled start date if the service was due to commence sooner than the notice). Refunds will be made using the same payment method as the original payment, unless otherwise agreed. If you prefer a credit note (for use against future services) instead of a cash refund, we can issue that, valid for up to 12 months from issue, but please clearly request a credit if that is preferred.

**Consumer Cancellation Rights (Distance Contracts):** If you are a **consumer** (not a business) and you booked our Services **by distance means** (for example, via our website, email, or telephone, without face-to-face contact), then in addition to the above policy, you **may have a legal right to cancel** the contract within a 14-day cooling-off period under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, which implement the EU Consumer Rights Directive. These Regulations provide that for most service contracts and goods sales concluded at a distance or off-premises, consumers can cancel **within 14 calendar days** without giving a reason.

**Services:** For service contracts (such as a training course booking or consultancy agreement), the 14-day period begins on the day after the contract is formed (which is usually the day we confirm your booking). If you wish to exercise this right, you must inform us of your decision to cancel **within 14 days**. You may use any clear written statement (e.g. an email) to do so. We will then refund any payment received from you for the service. **Exception:** If you requested that the service begin within the 14-day cooling-off period (for example, you booked a course that takes place within 14 days of booking) and we provided the service in full within that period, then under the law, you lose the right to cancel once the service is fully performed with your agreement. If the service is only partly performed (e.g., a consultancy project started but not finished), and you cancel within 14 days, you are entitled to a proportional refund for the

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unperformed part, but you must pay for the part of the service that has been provided up to the point of cancellation. We will inform you and obtain your agreement if a service is to be provided during the cooling-off period to ensure you are aware of these implications.

**Goods:** For contracts for the sale of goods (for example, you purchased safety equipment or training materials from us remotely), the 14-day period begins on the day after you (or a person indicated by you) receive the goods. To exercise the right, you must inform us within 14 days of receipt. You then have another 14 days to actually return the goods to us. We will refund the price of the goods and the standard delivery cost (if any) to you within 14 days of receiving the returned goods (or proof that you have sent them back). You will bear the direct cost of returning the goods to us unless we agree otherwise. Please note that the goods must be returned in the condition you received them – you can inspect them as you would in a shop, but any **diminished value** due to unnecessary handling (beyond what is needed to establish the nature, characteristics, and functioning of the goods) may be deducted from your refund, as permitted by law. Certain goods that are custom-made or software that has been unsealed, etc., may not be eligible for cancellation – we will advise if any such exceptions apply at the time of sale.

These consumer cancellation rights are in addition to our contractual cancellation policy. They apply only to consumers (individuals acting outside of business). If you qualify, we will process your cancellation in accordance with the law. **Important:** Nothing in our Terms affects or reduces your rights under consumer laws. For further guidance on consumer rights, you can contact the Competition and Consumer Protection Commission (CCPC) or refer to Citizens Information resources.

**Procedure to Cancel:** To cancel under the statutory 14-day cooling off, you can email us at [info@phoenixsts.ie](mailto:info@phoenixsts.ie) or write to us at our contact address, stating that you wish to cancel. You may (but are not required to) use the template cancellation form available in Schedule 3 of S.I. 484/2013. We will promptly acknowledge receipt of your cancellation. Refunds for valid consumer cancellations will be made within 14 days, as described above, using the same payment method.

**Cancellation by Us or Changes:** If we cancel a service or course (for reasons other than your default) or materially change its timing or location, you are entitled to a full refund of any pre-paid amount if the alternative we offer is not acceptable to you. This is described in clauses 14.2 (for on-site, if the venue is unsafe, we may cancel) and 15.8 (for public course changes) above. We shall not have further liability for the cancellation beyond the refund or credit offered. If a training course is interrupted by events outside our control (e.g., sudden power outage, extreme weather), we will make reasonable efforts to resume or

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reschedule the remaining training. If a significant portion cannot be delivered, we will arrange an alternative session or appropriate refund for the incomplete portion.

In summary, our goal is to be fair and transparent with cancellations and refunds. We understand plans can change, and we will work with you within the framework above to reschedule or refund when possible. If you have any questions about this policy or specific circumstances, please contact us.

## 17. Money-Back Guarantee (Training Courses)

We want all our training clients to be satisfied with the quality and outcomes of our courses. Accordingly, we offer a **30-day Money-Back Guarantee** on our training services, subject to the following terms:

**Eligibility:** This guarantee applies to our training courses where explicitly offered (generally, it applies to most standard courses we deliver). Each learner attending should have the required prerequisites, including the language proficiency and any prior knowledge stated for the course. Notably, learners must have a good standard of written and spoken English to fully participate in and comprehend the training. If a learner's language skills are insufficient (and no interpreter was used or provided), this may invalidate the guarantee for that individual, as the training may not have been fully accessible to them.

**Satisfaction and Assessment:** If a learner or the customer (who paid for the course) is not satisfied that the training met the promised objectives or outcomes, or if a learner fails to achieve the required standard in an assessment despite attending the full course, then you should notify us within 30 days of course completion. We may ask for feedback on what aspect was unsatisfactory. The guarantee is designed for situations where the training content or delivery did not meet expectations, or the participant did not pass a certification that we prepared them for, and where we are at fault or could reasonably improve the outcome.

**Our Remedy (Re-training or Refund):** We reserve the right to determine the appropriate remedy under this guarantee. This will typically be either: **(a)** offering the learner a chance to attend the course again (re-training) at no additional cost, as soon as possible, or **(b)** providing a refund of the course fee for that learner. We will discuss the options with you. Our aim is to ensure you get the value expected – often, additional coaching or a repeat course can achieve the desired competency. If we believe a refund is more appropriate (for example, if re-training is impractical or the issue cannot be remedied by another session), we will issue a refund. The refund for a single learner will not exceed the fee paid for that learner's place.

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**Time Limit:** This guarantee is valid for **30 days from the completion date** of the training course. Claims made after this period will not be eligible. So, please assess the outcomes promptly and let us know within 30 days if you wish to invoke this guarantee.

**Exclusions:** External examination or accreditation fees are **excluded** from this guarantee. For example, if a course requires an exam by an independent body (and you pay a fee for that exam), that fee will not be refunded by us – we can't recover it from the examining body. The guarantee covers the fees you paid to us for training delivery. Also, if a learner fails an exam due to lack of effort, absence for part of the course, or factors outside our control (like anxiety or personal issues that affected performance), we may determine that the guarantee does not apply. It is intended for issues within our control (such as our training content/delivery).

**Process:** To make a claim under the Money-Back Guarantee, contact us (by email or phone) and explain the situation. We may request written details. We will review the attendance records, trainer feedback, and any test results. If the guarantee conditions are met, we will propose the re-training or refund. Refunds, if chosen, will be processed within 14 days of confirmation. Re-training will be scheduled at a mutually convenient time (subject to course schedules and availability).

**No Waiver of Legal Rights:** This guarantee is in addition to your contractual and legal rights. It is essentially our added promise of quality. Availing of this guarantee does not restrict you from also exercising any other rights you have, although note that if you receive a full refund under this guarantee, you would not additionally recover for the same issue under any other claim (to prevent double recovery).

This Money-Back Guarantee demonstrates our confidence in our training quality. Our goal is always to provide effective training and value for money. If we fall short, we commit to making it right through this guarantee.

## 18. Consultancy Services

**18.1 Confidentiality:** We recognise that in the course of providing consultancy services, we may have access to sensitive or proprietary information about your business. We are prepared to sign a mutual Non-Disclosure Agreement (NDA) upon request by either party. In any event, we agree to keep all commercially sensitive or confidential information obtained from you strictly confidential, using it only for the purposes of delivering the agreed services. This obligation does not apply to information which is or becomes public through no fault of ours or information we obtained lawfully from a third party or already knew before the consultancy. Our confidentiality obligations survive the completion of the project. Similarly, you agree to keep confidential any of our proprietary methodologies or materials that we

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explicitly mark as confidential, except for use within your own organisation. (Both parties will comply with any applicable data protection laws in handling personal data – see also Section 20 regarding GDPR compliance.)

**18.2 Scope of Work:** The scope of the consultancy services (the “Engagement”) will be agreed in writing (e.g., in a proposal or Statement of Work). We will perform the services with reasonable skill and care in accordance with applicable professional standards. Any specific deliverables (reports, plans, etc.) will be described in the scope. Should you require additional work or reports beyond the initial scope, this will be subject to additional fees (we will quote or agree on these before proceeding). We will not unreasonably delay or refuse any reasonable request for additional services, but timely payment for agreed work is a condition of continuing work.

**18.3 Commencement and Duration:** The engagement will commence on the start date agreed (or upon your instruction to begin, which may be given by email or by issuing a purchase order). Either party may request changes to the schedule. Both parties will endeavour to meet any project timelines set. If either you or we need to pause or delay the project, we will communicate and agree on a revised schedule.

**18.4 Termination of Consultancy:** If either party wishes to terminate the consultancy engagement early for any reason, they should provide notice in writing. If you terminate or cancel the project after we have begun work (through no fault on our part), we reserve the right to charge a **cancellation fee** equal to the fees for the services provided up to the effective termination date. In other words, you will pay for all work properly done up to that point, including any preparatory work or research. We will take reasonable steps to mitigate any further costs once notice is received. If we have charged a fixed project fee, a fair proportion of that fee will become payable, reflecting the work completed (or time expended) prior to termination. If we terminate (other than due to your default), we will refund any fees paid for which services were not rendered.

**18.5 Customer Cooperation:** You agree to provide on a timely basis any information, documentation, access, or decisions we reasonably require to perform the consultancy. For example, if we are conducting a safety audit, you should arrange access to your premises, personnel for interviews, and relevant safety records. Delays in providing required inputs may result in delays in our deliverables. Where our performance depends on information or tasks to be done by you, we will not be liable for any failure that results directly from your failure to meet those obligations. We will, however, inform you promptly if we see any such issues arising.

**18.6 Travel and Expenses:** Our consultancy fees (unless expressly stated as “inclusive”) are **exclusive** of any travel and subsistence expenses. If the project requires our consultants to travel outside our normal service area or incur overnight stays, those expenses will be recharged to you at cost. This includes reasonable costs for airfare or ferry, rail or car travel, accommodation (hotel) and meals (subsistence) during the engagement. We will use cost-effective options where possible and provide receipts if

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requested. Likewise, any **mileage** incurred by our personnel using their own vehicles for project purposes will be charged at the prevailing public service mileage rate per kilometre (as set by the Revenue or government guidelines in Ireland). We will usually estimate or agree on anticipated expenses with you beforehand.

**18.7 Deliverables and Intellectual Property:** Upon full payment of all fees and expenses, and provided the contract is not terminated for your breach, any final written **deliverables** specifically prepared for you (such as consultancy reports, safety manuals, etc.) will become your property for your internal use. However, we retain the intellectual property in our underlying methodologies, templates, and know-how. This means you have the right to use and copy the deliverables within your own organisation, but you should not distribute or publish them externally without our consent (except as required by law or regulation). We also reserve the right to use any non-confidential learnings or generic techniques derived from the project in our future work, provided no confidential information is disclosed.

**18.8 Limitation of Liability (Consultancy):** Our liability for consultancy services is subject to the limitations set out in Section 8 above. In addition, since consultancy often involves giving advice or recommendations which you then implement, you acknowledge that the ultimate responsibility for decisions and compliance remains with you. We will provide expert advice and recommendations, but we do not guarantee any particular outcome (for example, passing an audit or inspection) as circumstances may vary. Any recommendation is given in good faith based on the information provided. We are not liable for consequences arising from incomplete or inaccurate information supplied by you. That said, if we produce a report with a material error or omission, our obligation is to correct it and advise you on mitigating any issue caused by it. The fee you pay for consultancy reflects the allocation of risk and our limited liability. If you require us to carry higher liability (e.g., through specific insurance or guarantees), this must be agreed in writing and may entail an increased fee.

**18.9 Non-solicitation:** Both parties agree not to solicit for employment, hire, or engage (directly or indirectly) any staff of the other party involved in the provision or receipt of the consultancy services during the project and for a period of 12 months after its completion, without the other party's consent. This does not prohibit general job advertisements or a party hiring an individual who responds to such an advertisement in good faith. The purpose of this clause is to recognise and protect the investment each party makes in its personnel.

In summary, our consultancy services are provided in partnership with you. We will use our expertise to assist you, maintain confidentiality, and act professionally. Your cooperation and timely payment are essential to the success of the engagement.

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## 19. Health and Safety Compliance

We are committed to maintaining high standards of health and safety in all our operations and to cooperating with our clients to ensure a safe working environment. Both parties (you and us) have obligations under health and safety law, particularly the **Safety, Health and Welfare at Work Act 2005** and regulations made under that Act.

**Our Duties:** We will carry out our services (whether training at your site, consultancy visits, or deliveries) in a safe manner. Our staff are trained in relevant health and safety procedures. We will comply with any reasonable site rules or safety instructions you provide when on your premises. We will also ensure that any equipment we bring is safe and that our activities do not pose undue risk. If required, our personnel will possess the necessary qualifications or certification (for example, Safe Pass, manual handling certs) for the tasks they undertake. We maintain an Occupational Health & Safety management system aligned with ISO 45001:2018, and we strive for continuous improvement in safety performance.

**Your Duties:** If we are performing Services on your premises or a location under your control (including venues you arrange for training), **you are responsible for providing a safe working environment** in accordance with Section 15 of the 2005 Act. This includes ensuring the venue is suitable and free from hazards and that all necessary safety measures are in place. You should inform us of any particular risks or hazards relevant to our work (e.g., the presence of hazardous materials, fire alarm testing schedules, etc.). You must also ensure that our staff are made aware of and have access to emergency exits, first aid facilities, and any site-specific safety equipment. Where our work falls under your Safety Statement (required by law for all employers), you should cover our activities in that Statement or coordinate with us to ensure risks are assessed. If permits to work, induction training, or personal protective equipment (PPE) are required on your site, you must provide these or advise us in advance so we can equip our staff accordingly.

**Cooperation and Coordination:** Both parties agree to cooperate on health and safety matters. If our staff identify a hazard or unsafe condition on your site, we will inform you and, if appropriate, cease work until it is addressed. Likewise, if you have concerns about the way our staff are conducting work (e.g., a safety procedure not followed), you should raise it immediately so we can correct it. Each party will report to the other any accidents, incidents, or near-misses that occur during the performance of the Services to facilitate investigation and prevention of future incidents. If an incident occurs that must be reported to the Health and Safety Authority (HSA) or other regulatory body, the party with the reporting obligation (depending on where it happened and whose people are affected) will do so, and the other party will provide reasonable assistance, including providing witness statements or information.

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**Training Venue Standards:** In the context of training services, a “suitable” training area (as mentioned in clause 14.2) means it should have appropriate seating, lighting, heating/cooling, ventilation, space for any practical activities, and be free of distractions or dangers. For example, if a fire safety training involves a fire extinguisher demonstration, the area should be clear of flammable materials and have proper ventilation. If first aid training is provided, the area should be clean for floor work. **You confirm that any venue you provide complies with all fire safety regulations** (e.g., fire extinguishers present, exits marked) and general facilities regulations. We may ask that a representative of yours be on site or on call during the training in case any facility issues arise.

**Safety Equipment and PPE:** If our staff or participants are required by the nature of the work to use personal protective equipment (such as hard hats, safety boots, high-visibility vests, etc.), each party will ensure their people are so equipped. For example, if our consultant visits a construction site of yours, you should inform us to have PPE or provide visitor PPE if possible. Similarly, if during a training session (like fire training) special protective gear is needed for a demo, we will either provide it or specify what attendees should have.

**Compliance with Guidelines:** In addition to statutory law, both parties agree to adhere to relevant guidance and codes of practice (for instance, HSA guidelines for particular activities, public health guidelines if applicable, etc.). If training or services are being provided during a time of public health concern (such as an infectious disease outbreak), both parties will discuss and implement appropriate measures (social distancing, masks, sanitizers, etc.) as recommended by authorities.

**Consequences of Non-Compliance:** If you do not fulfil your health and safety obligations and, as a result, our staff cannot perform the Services safely, we may suspend the work, and such suspension will be treated as a delay caused by you. We may also charge for any lost time or costs incurred. In serious cases, it could be treated as a cancellation by you. Conversely, if we are found to breach safety requirements on your site and do not correct it when requested, you have the right to require us to stop work until the issue is resolved, and we will not charge you for that downtime if it was due to our fault. Each party shall indemnify the other against any claims, liabilities, or costs arising from its own failure to comply with health and safety obligations (for example, if our negligence causes injury to one of your employees, we would be responsible, and vice versa). Ultimately, both Phoenix STS and the Customer share the goal of zero accidents and a healthy, safe work environment. By working together and communicating, we can ensure all Services are delivered without harm to any person or property. This mutual commitment to safety also aligns with our certification to **ISO 45001:2018** Occupational Health & Safety standards and our general ethos that safety is paramount.

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## 20. Professional Indemnity and Document Security

We maintain professional indemnity insurance to cover our consultancy and training services. As part of our commitment to quality and risk management, and in alignment with industry best practices and insurer requirements, we have implemented strict **document security protocols** for all client-facing documents and deliverables. This clause outlines those protocols and the responsibilities of both parties to uphold them:

**Secure PDF Distribution:** All reports, certificates, plans, and other formal documents that we issue to you electronically will be provided in **secure PDF format**. This means the documents are read-only and may have restrictions to prevent unauthorised editing or copying. We do this to preserve the integrity of the content and to ensure that the documents you receive have not been altered in transit. In certain cases, we may also physically deliver hard copies, but the electronic version will still be the controlled document.

**Encryption and Password Protection:** Electronic documents containing sensitive information (for example, a fire safety plan or a report with confidential findings) will be **encrypted** or **password-protected**. We will transmit the password or decryption key to you via a separate, authenticated channel (for instance, by a text message or a phone call to a known contact person, or using a secure portal). This two-step delivery (document via email, password via another method) ensures that even if the document email were intercepted, the contents remain secure. It is your responsibility to safeguard the passwords or access credentials we provide. If you need us to use a specific encryption method or your own secure system, we can discuss and accommodate that if feasible.

**Authenticated Transmission:** We will send secure documents only to designated recipient email addresses that have been agreed with you. Typically, this will be a business email address of the relevant person. If you require us to send documents to a third party (e.g., an auditor or regulatory body), you must formally authorise that in writing, and we will take steps to authenticate that third party's identity or email (such as a confirmatory communication). This process helps prevent misdirection of sensitive documents.

**Digital Signatures and Integrity:** Where appropriate, documents may be signed with a **digital signature** to verify their authenticity. We may use certified digital signing services to ensure that the PDF you receive can be validated as coming from Phoenix STS and not having been modified. Additionally, we may include **dynamic watermarks** or footers on documents (for example, showing the recipient's name or a unique ID) to discourage unauthorised duplication or distribution. These watermarks are not intended to impede your use of the document but to remind you that the document is confidential and traceable. All such

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measures will be in compliance with data protection laws and aim to not overly inconvenience the end users. In line with GDPR, any personal data included in documents will be processed lawfully and only shared with authorised recipients with a need to know.

**Data Protection (GDPR) Compliance:** We handle personal data in documents (such as attendee names on certificates or employee info in safety audits) in accordance with the General Data Protection Regulation (GDPR) and Irish Data Protection Acts. Documents containing personal data will be protected in transit as described, and we ensure that only those who need to view the personal data (you, us, or as required by law or accreditation bodies) can access it. We have measures in place to prevent data breaches. For instance, password-protecting files containing personal data is a standard practice. We also will not include unnecessary personal data in documents to minimise risk. Both parties agree to comply with GDPR in relation to any personal data exchanged. For example, if you give us a list of employees for a training course, we will use it only for the purpose intended and secure it; you likewise should handle any personal data in our reports appropriately.

**Audit Trails and Record Retention:** We maintain an **audit trail** of document creation and distribution. This includes records of when a document was created, who reviewed/approved it, to whom it was sent, and when. Our systems log access to secure portals or downloads of documents. We retain these records for a period consistent with our document retention policy (typically, we keep important project documents for at least 6 years, or longer if required by our insurers or regulators). These audit logs serve two purposes: (1) They provide evidence in case of any dispute about what was sent or when (useful for legal and insurance purposes), and (2) they allow us to track compliance with these security measures. Our professional indemnity **insurer may audit** our practices to ensure we are following the protocols that reduce the risk of data loss or negligence. We agree to cooperate with any reasonable oversight by our insurer or an external auditor in this regard. Any such audits will, of course, keep your information confidential.

**Secure Hosting of Portals:** If we provide you with access to an **online portal** or cloud-based folder to download materials (for example, training resources or the outcome of a consultancy project), that portal will be hosted on a secure server. We ensure that all our web services use **TLS 1.3 encryption** (the latest standard for secure web communication) or an equivalent high level of encryption for data in transit. Data at rest (stored on servers) is also encrypted or protected by access controls. Access to any such portal will require user authentication – typically a username and a strong password, and we strongly encourage (and may enforce) **multi-factor authentication (MFA)**. MFA means you (the user) will need to provide a second factor, such as a code sent to your phone or an authentication app when logging in. This greatly reduces the risk of unauthorised access even if a password is compromised. You are responsible

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for keeping any portal login credentials confidential and not sharing them without authorisation. If at any time you suspect a compromise (e.g., you accidentally shared a password or notice suspicious activity), you must inform us immediately so we can take action (like resetting passwords or disabling access).

**Compliance and Insurance Implications:** The above security measures are not just best practices; they are **requirements** that help ensure any advice or documentation we provide is protected, and by extension, any professional indemnity insurance claim can be properly assessed. **If either party fails to comply with the agreed document security measures, it could have serious implications.** For us, not following these measures could potentially void or reduce our insurance coverage for a related incident (for example, if a confidential report was leaked due to our negligence in not password-protecting it, our insurer might deny coverage for any resulting claim). Therefore, we take these obligations extremely seriously. From your side, if you were to insist on using an unsecured method contrary to our policy (for instance, asking us to send an unencrypted report to a personal email), we may ask you to formally acknowledge the risks. In such a scenario, any liability arising from that insecure transmission may shift to you. Generally, **we will not send sensitive documents by insecure means.** If you, the Customer, handle documents we provide in a manner that compromises their security (e.g., you remove password protection before forwarding it internally, or you publish a report we marked confidential), then any consequences of that (like a breach of confidentiality or a regulatory penalty) shall be your responsibility, and you would indemnify us against any third-party claims resulting from that action. In summary, if non-compliance with these security protocols by one party causes loss, the non-complying party will bear the liability.

**Continuous Improvement and Updates:** Technology and security standards evolve. We commit to keeping our security practices up-to-date, including making **retrospective security upgrades** to legacy documents if necessary. For instance, if in the past we issued documents without digital signatures or with older encryption, and our insurer or IT security advisors recommend enhancing them, we may re-issue certain documents or add protective features even after the initial issue. We will coordinate with you if a re-issue is needed. There is no cost to you for such security upgrades; it is part of our service. We also align our practices with relevant standards such as ISO 9001:2015 for quality management (which covers document control and record-keeping) and ISO 45001:2018 for health and safety management (which emphasises controlling and protecting safety records). By adhering to these standards, we ensure our processes have been vetted against international best practices.

**Access by Insurer or Regulators:** In certain cases, our professional indemnity **insurer or legal advisors** might require access to our project files and communications (for example, if a claim is made or threatened). We will only provide such access to the extent necessary and under confidentiality, but it

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may include showing them the audit logs or even copies of documents. This is a standard condition of insurance – cooperating with the insurer. We will inform you if any third party requests access to your documents (unless legally restricted from doing so, e.g., a confidential investigation). Similarly, if a regulator or court lawfully requires disclosure of certain documents, we will comply but will notify you as allowed.

**Client Responsibilities:** Once we deliver documents to you securely, **you** become responsible for maintaining their security on your end. Please store electronic files in secure locations (e.g., your secured server or encrypted drives) and limit distribution to those who need them. If you print hard copies, guard them as you would any sensitive file. If a document is for internal use, do not publish it externally without consultation. If you experience any data breach or suspect that a document we provided has been compromised on your side, let us know so we can assist or at least be aware (especially if it might lead to a claim or reputational issue).

In conclusion, this clause is designed to protect both parties. By following these measures, we ensure that confidential and important documents are only seen by the intended eyes, the integrity of our deliverables is maintained, and risks of data breaches or information leaks are minimised. This protection not only meets legal requirements (like GDPR) and insurer conditions, but it also gives you confidence that documents from Phoenix STS are authentic, trustworthy, and handled with the highest security standards.

## 21. Governing Law and Miscellaneous

**21.1 Governing Law:** The construction, validity, and performance of all contracts between us and you shall be governed by **Irish law**. These Terms and any disputes or claims arising out of or in connection with them (including non-contractual disputes) will be interpreted according to the laws of the Republic of Ireland.

**21.2 Jurisdiction:** Both you and we agree that the courts of Ireland have **exclusive jurisdiction** to settle any dispute or claim that arises out of or in connection with these Terms or any contract between us (including non-contractual disputes or claims). This means any legal proceedings must be brought in the Republic of Ireland. However, we reserve the right to enforce any judgment or order in any jurisdiction as may be required (for instance, to enforce a debt against your assets in another country).

**21.3 Interpretation:** In these Terms, headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa as the context may require. Any phrase introduced by the terms "including," "include," "in particular," or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. No rule of contract interpretation shall be applied to the disadvantage of one party on the basis that it drafted these Terms.

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**21.4 Severability:** If any provision or part-provision of these Terms is held by a court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or part will, to the extent required, be deemed deleted (or modified to the minimum extent necessary to make it valid). The validity and enforceability of the other provisions of these Terms shall not be affected. In other words, the remainder of the contract will continue in full force and effect. You and we will negotiate in good faith to amend any invalid provision to achieve as closely as possible the intended commercial result in a valid way.

**21.5 No Waiver:** If either party fails to enforce, or delays in enforcing, any right or remedy under these Terms, that is not a waiver of that right or remedy. Similarly, any single or partial exercise of a right or remedy does not prevent further enforcement of the same or the enforcement of any other right or remedy. A waiver of any right or remedy will only be effective if made in writing and applies only to the instance specified.

**21.6 Notices:** Any formal notice or other communication given to a party under or in connection with the contract shall be in writing and shall be delivered by hand, or sent by pre-paid post, or by email (with delivery/read receipt or a follow-up confirmation) to the address of that party as set out in the contract or such other address as that party may have notified in writing. For Phoenix STS, our contact details for notices are: Unit 11 Leader House, Dublin Road, Longford, Co. Longford, Ireland; email: info@phoenixsts.ie. For you, we will use the billing or contracting address/email you provided. Notices delivered by hand or courier are deemed received on delivery; if posted within Ireland, two working days after posting; if sent internationally, five working days after posting; if emailed, on the day of transmission; if sent before 5:00 pm (recipient's local time) on a working day, or otherwise the next working day (provided no bounce or error is received).

**21.7 Assignment:** You may not assign, transfer, or subcontract any of your rights or obligations under these Terms without our prior written consent (such consent not to be unreasonably withheld). We may assign or transfer our rights and obligations to a suitably qualified and competent provider, for example, in a business sale or reorganisation, but we will inform you in such a case. We may subcontract parts of the Services (for instance, use an associate trainer or consultant), but if we do, we remain responsible to you for the performance of the subcontracted obligations.

**21.8 Third Party Rights:** A person who is not a party to the contract (except, where applicable, our successors or permitted assigns) has no right to enforce any term of the contract. The rights of the parties to rescind or vary the contract are not subject to the consent of any third party.

**21.9 Updates to Terms:** We reserve the right to update or modify these Terms of Business from time to time. However, any such changes will not affect contracts already in effect unless required by law or agreed upon. The version of the Terms in effect at the time of your order will generally govern that order.

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We will provide you with the latest Terms when entering a new contract and make them available on our website.

**21.10 Entire Agreement and Understanding:** These Terms and any documents expressly referred to in them (such as a specific Service Agreement or Quotation) represent the entire agreement between the parties in relation to the subject matter and supersede any previous agreements or understandings. Each party acknowledges that in entering into the contract it does not rely on any statement or representation not contained in the contract (but nothing in this clause limits or excludes liability for fraud).

By engaging Phoenix STS Ltd. for services or purchasing goods, you confirm that you have read, understood, and agreed to these Terms of Business. We are committed to delivering our services with professionalism and integrity, and we thank you for your business.

**Last Updated: 15/06/2022**

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