

# BARRY MEAKIN

## TRAINING & CONSULTANCY



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W www.barrymeakin-training.co.uk

### Terms and Conditions Terminology

**BMT&C** Barry Meakin Training & Consultancy

**Client** Meaning an individual delegate, Company or a company representative giving authority on behalf of their employer to book dates for training.

**Course type.** Meaning Novice, Refresher, Conversion, Experienced, Test Only, Assessment only.

**Adequate training.** Meaning trained in the methods of use of the equipment, Risks associated with the equipment and any precautions to be taken when using the equipment.

**BRITTOP** Member of the Training registration Scheme.

**BRITTOP** British Register of Industrial Truck Trainers & Operators

**Delegates** Trainee's

**PPE** Personal protective equipment

**PLEASE NOTE** At BMT&C we will undertake both accredited and nonaccredited training depending on you our clients' instructions.

**For accredited training.** Please read Accredited training terms and conditions, sign and return the acceptance form if happy to proceed with training. (Recommended)

**For none accredited training.** Please read none accredited training terms and conditions, sign and return the acceptance form if happy to proceed with training.

A member of  
 **BRITTOP**  
Training Registration Scheme



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#### Terms and Conditions of Accredited Training.

- Once you the client, have approved these terms and conditions of training, they are a contract between us and you, and apply in full for any training undertaken by us.
- The selection of people for training must meet the Health & Safety Executives requirements as described in the Health & Safety Executives ACOP (approved code of practice) for rider operated lift trucks: operator training under section 28, 29, 30 & 31. A copy of the ACOP can be downloaded free of charge at [www.hse.gov](http://www.hse.gov) or purchased via-

HSE Books  
PO Box 1999  
Sudbury  
Suffolk  
CO10 2WA

Tel: 01787 881165 Fax: 01787 313995  
Website: [www.hsebooks.co.uk](http://www.hsebooks.co.uk)

#### **BRITTOP DATABASE (Training Registration Scheme)**

- All Materials handling equipment training approved by the BRITTOP & the HSE (*Accredited training*) must now be added to a database which will be run and maintained by each founder member of accrediting bodies. These bodies are BRITTOP, ITSSAR, RTITB, AITT, NPORS, LANTRA & CITB. BMT&C are accredited with BRITTOP who implement and monitor our training standards.
- On successful completion of training, operators will be issued their own unique BRITTOP number, this number will be placed on their certificates of training for each truck or plant type that they are qualified to use. Enabling verification and authenticity of operator qualifications. A small additional fee of £5.00 will apply for first registration. All other machines and training qualifications added at later dates will be added at additional £5.00 fee.

#### **DATA PROTECTION**

- BMT&C are registered with the ICO information Commissioner's office under registration reference; ZA051472.  
TEL; 0303 123 1113  
[www.ico.org.uk](http://www.ico.org.uk)
- To Enable Registration to the BRITTOP training registration Scheme, we require the delegates full Names, dates of births, national insurance numbers and photograph.

- All data gathered is protected by law and destroyed from Barry Meakin training & Consultancy records after 5 years. BMT&C shares information with no other organisation other than law enforcement officers in the event of an enquiry, or with our accrediting body for registering operators onto the BRITTOP National database for accredited operators.
- **Delegates selected** for accredited training by the client must complete the required hours of training, agreed and approved by the accrediting Bodies, and with the Health & Safety Executive (HSE) which is fully compliant with regulation 9a Provision and use of work equipment regulations as adequate training.

**Course Duration** is determined by several factors, which include. the course type being undertaken, the truck type, the level of experience of the operator.

**Example** Counterbalance or any other truck type, truck training =  
 3 Novice operators 40 hours = 5 days  
 2 Novice operators 32 hours = 4 days  
 1 Novice operator 24 hour = 3 days

with 30 minutes being allowed for lunch and all other breaks kept to a minimum.

- BMT&C will confirm at the time of your booking any course durations required dependent on course type, and the number of delegates attending.
- BMT&C will confirm at the time of your booking; mutually agreed training day start and finish times.
- BMT&C will confirm at the time of your booking, the maximum number of delegates allowed dependent of course type.
- BMT&C will confirm at the time of your booking, total training cost and any additional BRITTOP registration fee.
- A formal certificate of training will be issued on successful completion of training included in the invoiced training fee.
- If photo ID Card Licence is required, this will be an additional charge £20 per card which will be added to and shown on your invoice.



- Seven clear days' notice prior to the commencement start date of the course must be given if you wish to cancel training for any reason there are no exceptions. If seven days' notice is not given by your company prior to cancellation the full agreed training fee will still be payable in full.
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- Delegates who fail to complete the required training hours within the booked time for any reason whatsoever, would require additional time to fulfil training at an additional cost to you,
- Additional training re-booked following short notice cancellation, would incur additional training fees to the customer.
- In the event of a BMT&C instructor arriving on site and having no one available to train shall be instructed by our office to leave site after 1 hour 30 mins max. The full training fee will be payable by the client; however, training could still be undertaken but will be down to a time factor i.e. number of delegates would need to be reduced, or extra training day/s booked.
- It is a legal requirement for an employer to provide safe plant and a safe system of work HASAWA 1974 section 2a. It is a requirement that the machine used for training is serviceable and remains serviceable throughout the duration of the training in accordance with the Health & Safety at Work Act 1974. If the truck does not meet the legal requirements prior to training commencing we would be unable to conduct training, until it was made serviceable.
- The training fee would be payable in full by the client as a direct result of the training course being cancelled because of an unserviceable truck, additional training fees would incur for additional time required to complete the course.
- BMT&C instructors personally except responsibility for damage that they personally cause in the training process. Which will be handed over to their liability insurers.
- BMT&C instructors personally except responsibility for downtime that they personally cause in the training process. BMT&C will arrange additional time at no cost to the client.
- BMT&C accepts no responsibility for any damage caused by the trainee's whilst training.
- BMT&C accepts no responsibility for truck breakdowns, which may happen whilst used for training including instructor demonstrations.
- Down time during the course is logged the client will be made aware of down time well before it gets to a point for concern.

- BMT&C accept no responsibility for any down time, caused through no fault of ours, too much down time could result in additional training time being required to complete the course requirements. This additional time would be at an additional cost to the client.
- Delegates should be free from normal employment duties during training always ACOP L117.
- Delegates must wear suitable safety footwear and be prepared for adverse weather conditions if training is to be conducted outside.
- The client must advise us of any PPE requirements our instructor will need prior to training commencing on your premises. Although we take every precaution to equip our instructors it is not always possible with the specific nature of your business. Therefore, we would expect you to supply PPE for us on site.
- Forklift trucks under 10,000kg with a forward facing seat must be fitted with a lap strap or seat belt by law, must be worn during training. If no seat belt is present and working on the truck allocated for training it could result in a delay in training, or a cancellation of training, such delays or cancellations would result in our training fee being payable by the client to us in full. Please check the seat restraint prior to training commencing.
- BMT&C instructors do not discriminate against male or female, size, weight, or age, sexuality, disability Colour of a person's skin, religious beliefs, political beliefs, or nationality, etc. All trainees are treated equally fairly, and with respect BMT&C instructors expect the same treatment.
- During training, breaks are taken at the discretion of the instructor who is running the course, this is normally determined by the progression of the delegates, however, to fulfil required training hours' dinner will be normally 30 mins only, tea/coffee breaks kept to a minimum, which may not be at the normal delegates times. Our instructors do try to co-ordinate with canteen opening times for the benefit of all. It is sometimes necessary to miss breaks or lunch to make up for lost time. Delegates who are not prepared to make up lost time by this method would need to make up the lost time with extra tuition this would be at additional training cost to the client.
- Client to provide a dry warm room or space with seating and electricity for the theory training session.
- All course types are subject to these terms and conditions.
- Client to discuss any flexibility needs with instructor and be agreed by both parties.
- If the client or delegates do not meet the acceptance of accredited training requirements, certification cannot be issued and any additional training required to be successful and achieve certification, is at the cost to the client.

- There are no hidden clauses in these terms and conditions. These terms of training are the standard requirements, required of all employers by the HSE and published in the ACOP Rider-operated lift trucks: operator training publication L117.

**Please note payment terms.**

- **New Client** Terms for payment are agreed that all clients who have had 3 or less courses with us previously (*New Client*) that invoice will be paid in advance of training on receipt of our invoice, dispatched immediately after booking confirmation.
- **Established Client** Terms for payment are agreed that all clients who have had 3 or more courses with us previously (*Established Client*) that invoices will be settled by the last day of the following month from the issue date on top of the invoice. Prompt payment is appreciated.
- There will be an increase of 10% every 7 days after the due date displayed on our invoice unless otherwise agreed prior to training.
- A formal certificate of training will be issued on successful completion of training included in the invoiced training fee.
- If photo ID Card Licence is required this will be an additional charge £20 per card which will be added to, and shown on your invoice.

**Acceptance of terms and Conditions of accredited training.**

**COMPANY NAME**  
**ADDRESS**

**DATE**

**TEL: No.**

**NAME & SIGNATURE OF PERSON AUTHORISING ACCREDITED TRAINING**



**NONE – ACCREDITED TRAINING  
(COMMONLY KNOWN AS IN-HOUSE CERTIFICATION)**

- We strongly advise against in-house training and certification, as this cannot be guaranteed as adequate training that is required under The Provision and use of work equipment regulations 1998 (PUWER 1998) This kind of training may not be recognised by the HSE in a court of law, may not be recognised by your employer liability insurer, or any other enforcing authority. No cases have been brought before the courts since the publication of the new ACOP, so we just don't know.
- In house training does not comply with the ACOP L117 However we will train your employees to none accrediting standards if you so require. We strongly advise you check to ensure whatever training you require is enough to comply with current up to date legislation, and will meet your employer's liability insurance requirements, and satisfy your audit criteria if you are audited.
- We Barry Meakin Training and Consultancy will train to your in-house request which will reduce cost, time and man hours down time. However, we accept no responsibility if this training is deemed to be inadequate training by the HSE has we have strongly advised you that accredited training is the only sure and correct method of training and in-house should be avoided.
- As a training provider running a professional training company, we will still endeavour to give adequate training for in-house certification as close to the requirements of the ACOP L117 to the best of our ability within the time scale and the financial budget that you our client as allowed. We will keep documentation of any training given and will specify the course.
- syllabus that was conducted. We will hold these training records for 5 years on our own training record database but accept no responsibility if you need to prove adequate training was given.
- For in-house certification, a disclaimer must be signed declining our recommendations to do accredited training only.
- Disclaimer must be returned before training can commence.
- In-house training is not a guarantee to pass. Trainee's will be trained to the highest standard possible within the time scale and the financial budget that our client has allowed, then tested to a standard which must be very safe and acceptable at the time of test. Delegates who fail the test will need to be re-trained in their weak areas and re-tested until they meet the standard of a basic operator level. This will be done at the additional expense your company.

Acceptance of terms and Conditions of None accredited training. (Commonly Known as In-House)

PAGE 1 OF 2

COMPANY NAME .....

ADDRESS .....

DATE .....

TEL: No. ....

NAME OF PERSON AUTHORISING NONE ACCREDITED TRAINING

.....  
SIGNATURE OF PERSON AUTHORISING NONE ACCREDITED IN-HOUSE TRAINING & ACCEPTING  
TERMS AND CONDITIONS AS FULLY READ AND UNDERSTOOD.

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**DISCLAIMER PAGE 2 OF 2**

I Barry Meakin of Barry Meakin training and consultancy has made the client fully aware of what is recommended in the ACOP L117, The Client wishes to train at what they believe is adequate for their company needs and training budget allowance.

Signed on behalf of BMT & C

BRITTOP org No: 0208039 [www.barrymeakin-training.co.uk](http://www.barrymeakin-training.co.uk)

I the undernamed Client accept full responsibility for any short fall in training that may be classed as Inadequate training by the enforcing authorities and have been made fully aware by Barry Meakin Training & Consultancy of the differences between accredited Training for forklifts and In-house certification for forklifts. I have received both written information as in the form of written terms and conditions and Barry verbally advised us as well.

Despite the knowledge and information supplied by Barry Meakin, I wish to train my staff to in-house certification only on our forklift trucks. We firmly believe this to be adequate training and vindicate Barry Meakin from this decision.

Full Name (BLOCK CAPITALS) .....

Signed on behalf of employer. ....

This Day (Date).....