

## Terms and Conditions

Any training, event, product or service offered by The Training Co will be conducted, without exception, in accordance with these terms and conditions and any booking (provisional or otherwise)/purchase will be considered as an acceptance of these terms and conditions. The exception to this is when The Training Co has agreed to work with the 'Clients' terms and conditions; when agreed changes to The Training Co.'s own Terms and Conditions are made – in both of these cases it must be agreed in writing prior to the booking confirmation or the following Terms and Conditions will apply.

### 1. Definitions

the term 'Training Provider' means The Training Co.

The term 'Client' means the organization/person booking and/or paying for the services.

The term 'Delegate' means a person attending the training course, assessment or seminar.

### 2. Bookings

Bookings and any enquiries must be directed to The Training Co either via the web site at [www.thetrainingco.co.uk](http://www.thetrainingco.co.uk); directly to the office; or their appointed agent or representative (the identity of which will be advised to the client). The Client will receive a booking confirmation to their email address, which will summaries the details of the course/event/purchase. Course bookings must then be confirmed by clicking the imbedded email link. If for some reason this can not be done or the service relates to something outside of our booking system, a simple email to the client confirming the course/event will be sent and the booking is confirmed upon receipt of a 'confirmation' email from the client – this email takes no form apart from referring to the course/event/service/product and stating acceptance of. The training provider will accept provisional bookings but will incur no liability in respect of them. Either the training provider or the client may cancel such a booking until they are confirmed in the manner described above.

### 3. Notification of Delegates

The number of delegates should be given at the time the booking and confirmed in writing. This number cannot be increased by the client without the approval of the training provider. Where numbers are not confirmed the training provider will assume that no more than 12 will be on the course and additional delegates above the 12 will be charged separately. In the event of cancellation and where cancellation fees are to be paid, the assumed 12 will be charged – unless numbers have been previously stated and therefor these numbers will be used.

### 4. Cancellations

All confirmed bookings that are cancelled by the client, within the below timescales, will incur the following cancellation fees, to be paid in the usual way:

Within 56 days of the course commencement = 25% of the full fee.

Within 28 days of the course commencement = 50% of the full fee.

Within 14 days of the course commencement = 75% of the full fee.

Within 7 days of the course commencement = 100% of the full fee.

If the training provider is notified of a cancellation within the cancellation period(s) shown above, it will be at the discretion of the training provider whether the training course/event/service can be reallocated, although the training provider will endeavor to accommodate a request for an alternative date. The original booking will remain subject to the standard cancellation rules set out above.

### 5. Prices & Payment

The prices charged by the training provider are decided upon in line with the period of training provided, the number of delegates and other factors. These prices will be notified at the time of booking. Invoices will be raised prior to the delivery of the training/event/service/product and should be paid in full before the training/event/service/product. Should the number of delegates increase above the prior agreed number then this will incur an additional charge per delegate and will be invoiced separately. Invoices are to be paid to the address or Bank stated on the invoice or the client will incur a penalty charge. A money back guarantee is offered on a pro-rata basis per delegate, if after investigation, a delegate feels that the training did not meet the initial aims and objectives. The decision of the Training Provider is final in terms of whether any fees are payable and if so the amount.

#### 6. Travelling, Accommodation & Subsistence

Unless otherwise agreed in writing expenses will be charged in accordance with this section. Travelling will be charged for at the current agreed HM Revenue & Customs rate. Where accommodation is required, this will be agreed with the Client – approx. costs will be given prior to booking. The Client will only pay the gross cost of the accommodation and no service charge from the training provider will be added. The Client can reserve the right to make the accommodation arrangements; this generally means hotel accommodation of 3 star rating or higher. Where subsistence is required, this will be agreed before the training/event and an approx. limit on spend will be agreed.

#### 7. Equipment & Belongings

The training provider will not accept liability for loss or damage to any equipment or other belongings, however caused. Delegates are responsible for the safekeeping and appropriate use of items loaned to them. Damage or loss of such items will be charged to the client.

#### 8. Health & Safety

The training provider will take reasonable steps in relation to the health and safety of the training provider and/or delegates; however the responsibility for health and safety issues remains with the client throughout.

#### 9. Confidentiality.

The client and delegates will keep secure and not disclose any information of a confidential nature obtained by reason of the training received except information, which is already in the public domain. The provisions of this section shall apply during the continuance of this agreement and indefinitely thereafter.

#### 10. Right to Dismiss

The training provider reserves the right, at its sole discretion, to dismiss any delegate from the training course or seminar on the grounds of misconduct or upon failure of any mandatory section of the course.

#### 11. Force Majeure

The provision of training may be totally or partially suspended by the training provider to the extent that delivery is prevented through any circumstances beyond its control.

#### 12. Copyright

The training provider retains its intellectual property rights in all of its materials, documents and/or software, none of which may be reproduced, modified, amended, stored in any retrieval system or transmitted, in any form or by any means, otherwise than for the purpose specified by the training provider. The material described above remains with the training provider and may not be used by the client, delegate or other party for training purposes. If the training provider becomes aware of such use then legal action may be taken to stop such activity and to seek compensation.

#### 13. Variation

No variation of these terms will be valid unless evidenced in writing and signed by a duly authorised representative of the training provider

#### 14. Certification

Certificates remain the property of the training provider until full payment has been made. Certificates will be sent to one address for distribution by the client and the training provider accepts no responsibility for loss or damage to certificates from this point onwards. Certificates that require re-printing will be charged accordingly and a cost for this service will be given at the time of enquiry – invoices will be produced and payment is due inline with point 5.

#### 15. Examinations

Examinations are conducted inline with the Awarding Organisations Examination Procedures – copies of these procedures can be forwarded to the client upon request.

#### 16. Products

Items sold via the training providers website ([www.thetrainingco.co.uk](http://www.thetrainingco.co.uk)), in addition to the above (where applicable) are subject to the following:

- a) All products/items remain the property of the training provider until full payment has been received

- b) Discrepancies with quality or quantities must be brought to the attention of the sales department by email ([sales@thetrainingco.co.uk](mailto:sales@thetrainingco.co.uk)) within 10 days of posting from the training provider
- c) Items confirmed and printed according to the agreed proofs will not be refunded unless a mistake is proven to be the training providers fault
- d) The training provider will post items with insurance – the training provider will not accept any claims against lost items via a courier/postal company. Claims for items which do not arrive, are damaged or lost will be made via the courier/postal companies insurance and refunds will not be issued until the insurance company settles the claim. Therefore it is imperative to comply with the insurance companies request for information within the timescales required – failure to comply will result in a failed claim and no refund/payment/promise to replace items
- e) **Copyright:** All content on the pages of the website/quick reference guides is the property of The Training Co. and is protected by UK copyright and database laws. You may not use images, text or any content on the website without written consent and permission.