

Right Start Training

Terms and Conditions

DEFINITIONS

“**Agreement**” means these terms and conditions and (depending on the type of Training Service) (i) the Booking Form, (ii) the Proposal or (iii) the Email.

“**Training Services**” means any service provided by Right Start Training

“**Booking**” means the booking request, via email, website, phone or booking form, to Right Start Training from the Client or Delegate.

“**Charges**” means the charges for the Training Services set out in the Booking Form, Proposal or Email. The charges are set in pound sterling.

“**The Client**” means the company, individual or other organisation identified in a Booking Form, Proposal, Quotation or Email.

“**Clause**” means a clause in these terms and conditions.

“**Delegate**” means the member of the Client’s staff or individuals who are to receive the Classroom Training Services as set out in the Booking Form, Proposal or Email.

“**Learner**” means the member of the Clients staff or individuals who are to receive the Training as set out in the Booking Form, Proposal or Email.

“**Expenses**” means the expenses incurred in respect of travel and accommodation wholly and necessarily for the purposes of the Agreement as may be identified in a Proposal.

“**Right Start Training**” means Right Start Training (hereafter called The Company)

“**Personal Data**” means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to Right Start Training by the Client. All personal data is stored securely.

“**Proposal**” means the proposal for Training Services accompanying these terms and conditions.

“**The Trainer**” means the person delivering the Classroom Training Service.

“**The Assessor**” means the person delivering and assessing the training course

“**The Training Location**” means the place at which the Classroom Training is to be held.

“**Classroom Training**” means the delivery of a course either in a Training Room or at the Clients offices as set out in the Booking Form, Proposal or Email.

1. GENERAL TERMS APPLICABLE TO ALL TRAINING SERVICES

- Right Start Training (the Company) shall provide Classroom Training in accordance with these terms and conditions. Quotations are made and orders accepted subject to these terms.
- The Client shall pay any Charges without deduction or set-off.
- In the event the Client fails to make payment in accordance with this Agreement, the company may:

1.1 Charge interest at the statutory interest rate specified in the Late Payment of Commercial Debt (interest) Act 1998; and/or at a rate of 8%.

1.2 Suspend supply of the Training Services by notice in writing until such time that full payment is received (unless otherwise agreed).

1.3 Delay the release of certificates.

1.4 The Delegate may not be able to attend the course.

1.5 In the event that the Company seeks legal advice to recover any debt, all legal fees will be chargeable to the Client. Should the matter be issued at County Court interest applies at a daily rate of 8% and court issue fees and other court fees will be recoverable and payable.

- Unless otherwise agreed quotations are valid for 14 days and are subject to change after that period
- Any additions or variations to these terms and conditions must be agreed in writing and authorised by a Director of the company.
- These terms apply to all orders, bookings, enquiries and quotations between the Company and the Client and are deemed to have been accepted once The Client, confirms in writing that they wish to proceed.

CLASSROOM TRAINING TERMS AND CONDITIONS

2. AMENDMENTS, TRANSFERS AND CANCELLATIONS

2.1 Up to 24 hours before the Classroom Training is due to commence, the Company may by notice in writing or telephone, alter the Training Location provided that the new location is a suitable alternative.

2.2 A 24-hour cooling-off period will apply to all bookings where the course is 7 days or more from the booking being received, during this time transfers and cancellations are free of charge but must be notified in writing as per 2.7.

2.3 If the Client wishes to cancel a booking after the cooling-off period, the Company reserves the right to charge a cancellation fee in respect of the booking:

- No cancellation fee if more than 30 days before the first day of the Classroom Training.
- 50% of the booking or contract price will be charged if cancellation occurs 30 days or less but more than 14 days prior to the first day of the Classroom Training.
- 100% of the booking or contract price will be charged if cancellation occurs 14 days or less prior to the first day of the Classroom Training.

2.4 If a Client wishes to alter a booking or transfer to an alternative course the Company reserves the right to charge an administration or transfer fee:

- Name changes are free of charge as long as they are confirmed in writing at least 24 hours before the Training course.
- No fee is charged if amendment or transfer is done more than 30 days before the first day of the Classroom Training.
- A fee of £50.00 or 50% of the booking or contract price (whichever is the lesser amount) if the amendment or transfer is between 14 and 30 days before the first day of the Classroom Training.
- Unless otherwise agreed in writing by The Company, no amendments or transfers can be made less than 14 days before the first day of the Classroom Training. The Company reserves the right to charge 100% of the booking or contract price in the event that the Client or Delegate fails to attend any part of the booking, test or assessment.

2.5 A transfer can only be made where the Delegate or Client can specify the new course they wish to attend, transfers cannot be made if the new course is yet to be confirmed.

2.6 The Company reserves the right to cancel, alter or rearrange courses without liability and as they deem necessary. In such an event, attendees will be offered alternative courses. A full refund will be offered if the Company fails to offer a suitable alternative course or

2.7 Notification of any cancellation, amendment or transfer must be made in writing.

3. CHARGES AND PAYMENT

3.1 The Charges for the Training Services which are subject to a Booking Form, Proposal or Email are due immediately on receipt of the invoice which will be dispatched on or around 30 days prior to the first day of the training provided or otherwise immediately on receipt of precourse work materials being delivered (blended courses) to site unless otherwise agreed in writing by the company.

3.2 In the event that payment is not received the company reserves the right to refuse the delegates booked in on open courses or remove in-house training course bookings from the training diary schedule, charges will apply accordingly.

3.3 In the event that a booking is made less than 14 days before the first day of the course, immediate payment of the invoice on receipt of the invoice will be required within 48 hours of the time of booking unless otherwise agreed in writing by the Company.

4. DELEGATES

4.1 The Company or the Trainer (whose decision shall be final) reserves the right to remove a Delegate from a course, where the Delegate is behaving unreasonably, isn't fit to undertake the training or is under the influence of alcohol / illegal substances.

4.2 Delegates may not be able to sit the course should they not meet the prerequisites of the course, this includes, but is not limited to, speaking, writing and understanding English, age restrictions and holding the correct certificates.

4.3 The company will still expect payment for Invoices relating to Delegates described in 4.1 / 4.2 in accordance with the company's cancellation terms outlined in 2.5.

4.4 Equipment must not be removed from the training environment, any damage by wilful misuse or negligence will be chargeable.

4.5 Delegates should arrive at the training venue or join the course before the start of the course; late arrivals may not be able to attend. Delegates who are late and are not permitted to attend the course will still be required to pay in full.

4.6 Delegates must complete all course paperwork correctly, failure to do so may result in the course not being completed.

5. CERTIFICATES

5.1 The certificate belongs to the Delegate and should not be withheld by the Client or third part booking agent.

5.2 The Company reserves the right to withhold delivery of the certificate but only if the Client is withholding payment for the Training Services.

5.3 Duplicate certificates, which might be hard copy or digital (depending on the awarding body), must be requested in writing and will be chargeable.

OTHER GENERAL TERMS

6. LIABILITY AND ITS EXCLUSION AND LIMITATION

6.1 Except in respect of death or personal injury caused by the Company's negligence, or as expressly Provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any loss of profit or any indirect, special or consequential loss, damage, costs expenses or other claims (whether caused by the negligence of the Company its servants or agents or otherwise) which arise out of or in connection with the provision of the Training Services and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Training Services except as expressly provided in these terms.

6.2 The Company shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Training Service if this was due to any cause beyond the Company's reasonable control.

7. INSURANCE

7.1 The Company's holds public liability insurance of £2,000,000 and professional indemnity insurance of £100,000 for each individual claim, details of which will be provided on request.

7.2 In the case of In-House Training, the parties shall carry public liability insurance for a minimum amount of £2,000,000 for each and every claim and shall provide evidence of this cover upon request.

8. ADVERTISING

8.1 The Company may refer to a Clients contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 The Company may store the names of the Delegates for the purpose of delivering the service and advising them of the availability of courses in the future.

8.3 No offer or discount can be used in conjunction with another offer or discount, unless agreed in writing by a Director of the Company.

9. DATA PROTECTION

9.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow the Company at all times to perform the Training Services without infringing any third-party rights.

9.2 The Company warrants to the Client that it will only use the Personal data for the purposes of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data. Furthermore, the Company will destroy the Personal Data upon written demands from the Client where possible, and further,

that it has in all respects complied with its obligations under the Data Protection Act 2018 and any amendments to or re-enactments thereof.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights for all course material shall remain the property of the Company. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the Company or the copyright owner.

11. HEALTH AND SAFETY

11.1 During the provision of the Training Services, all parties shall comply with all applicable health and safety legislation and codes of practice.

11.2 For practical courses, the Company reserves the right to refuse entry to any delegate without the PPE appropriate for the course. The Client may still be charged in accordance with 2.5.

11.3 In the event that the Training Services are provided at the Clients premises, the Client will ensure:

- That the Company's employees, servants or agents are safe at all times and all known risks must be clearly identified by the Client.
- That all relevant insurance policies are in place for the Clients site or offices and copies are available if requested by the Company.
- Any Equipment owned or hired by The Client is in a safe working condition and fit for purpose.

12. TERMINATION

12.1 Either party may terminate this Agreement by written notice:

- If the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved and / or
- If the other party fails to remedy a material breach of the Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and / or
- If an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the party; and/or
- The other party threatens to cease to carry on business.

13. ASSIGNMENT

13.1 This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

14. FORCE MAJEURE

14.1 Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of license (other than as a result of any act or omission of The Company) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes industrial dispute, or any other cause beyond its reasonable control.

15. NON-SOLICITATION

15.1 The Client shall not during the term of this Agreement and for six months thereafter, entice or solicit for employment with it, or any other entity, any Trainer or Employee who has been engaged to provide the Training Services.

16. ENTIRE AGREEMENT

16.1 This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and the Company relating to the Training Services.

17. AGREEMENT AMENDMENTS

17.1 Any amendments to this Agreement shall be in writing.

18. EFFECTIVENESS

18.1 This Agreement shall be effective upon signature by the parties or by requesting training services from the Company.

19. THIRD PARTIES

19.1 Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999, or any amendment to, or re-enactment of it, to enforce any provision of this Agreement.

20. LAW

20.1 This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.