Train'd Up Commercial Training Terms and Conditions

1 These terms and conditions are entered into between you and Train'd Up, a company registered in the UK with registration number SC260595 and registered office at Elmbank Mill, Menstrie Business Centre, Menstrie, Clackmannanshire, FK11 7BU. By booking on to a course offered through Train'd Up, you accept these terms and conditions in their entirety.

2 Train'd Up reserves the right at its sole discretion to decline to accept any application for enrolment on any course. On certain courses, you may be required to undertake an interview or testing process (whether by telephone or otherwise) before enrolment. If your enrolment is accepted, but it subsequently transpires (at Train'd Up discretion) that the course is not appropriate for you, Train'd Up shall be entitled to cancel your enrolment at any time (subject to a refund of fees already paid by you, unless cancellation is because of your own misconduct or non-compliance with these Terms and Conditions or with any Train'd Up rules).

3 Whilst Train'd Up will take all reasonable steps to make courses as inclusive as possible, participation in any course requires that you are able to understand spoken English and write and read proficiently in English. Workshops and assessments will require a reasonable level of physical fitness and health. If you have any doubt about your fitness to participate or your health, you should discuss this with Train'd Up before enrolment (and/or seek a professional opinion from a qualified medical expert). Train'd Up will accept no liability for any adverse consequences arising from your participation in a course, by virtue of an insufficient level of fitness or any health condition.

4. Upon enrolment for any course, you agree to pay for the course in accordance with these terms. This is subject (if applicable) to any right of cancellation you may have by law to cancel the course and any contractual cancellation right agreed by Train'd Up.

5 Payment of Fees

5.1 All course deposits are to be paid at the time of booking and balance payments will be detailed in invoices issued to you following your booking. Balance payments can be made by credit/debit card or BACS transfer, over the phone or in person (notified in writing at time of booking).

5.2 Train'd Up may, in its entire discretion, accept payment in instalments (whether quarterly or otherwise), although reserves the right to demand payment in full of any outstanding balance due at any time.

5.3 If paying by instalments, payment can be made by credit/debit card or BACS transfer.

6 Exceptions to Standard Payment Terms

6.1 For some qualifications (for example which are longer than the norm) Train'd Up may at its discretion offer different payment terms to you. However, once the booking has been made, the agreed course payment terms cannot be changed. You will be required to complete a written contract detailing payment terms.

7 Non-payment of balances

Failure to pay course balances or instalments by the due date or as detailed on your invoice may, in Train'd Up sole discretion, result in you being unable to sit your course and exam.

8 Course Paperwork

8.1 The course confirmation letter and Train'd Up joining instructions (regarding booking, cancelling and course date changes) will be confirmed and sent to you by email and by post. The confirmation letter contains detailed information regarding the course qualifications, start dates, payment information, balance information if applicable and venue. Please read this carefully.

8.2 Copyright in all course materials is owned or licensed by Train'd Up. Copying, adaptation or other use without the written permission of Train'd Up is strictly prohibited.

9 Your Rights to Cancel – Phone /Internet Bookings Only

9.1 Booking a course via the internet or the telephone is deemed by law to be a booking by distance which will be subject to the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 ('Distance Selling Regulations'). The Regulations do not apply to courses booked in person. The Regulations allow you 14 days (starting after the day in which you entered the agreement) to cancel the contract (the 'Cooling Off Period'), unless the course you have booked commences within

that 14 day period or it is otherwise agreed that the services will commence within that 14 day period (including but not limited to pursuant to 9.2 below).

Booking a course that commences within the 14 day 'Cooling Off Period' means that the Regulations will not apply and you will therefore be giving up your right to cancel. Money paid will therefore not be subject to a refund upon cancellation.

9.2 Cancelling a Course inside the Cooling Off Period

You acknowledge and consent to the fact that it will sometimes be necessary to register for courses booked by you, within the 14 day 'Cooling Off Period', in order to ensure that your place is secured on the course. In these circumstances, you consent to the commencement of our services (being the arrangement and booking of the course for you) within the Cooling Off Period, pursuant to Regulation 13(1)(a) of the Regulations.

In these circumstances, should you decide to cancel the booked course within the 14 day Cooling Off Period you will be charged a fee to cover the costs related to that booking which have already been incurred. The usual registration fees (subject to change) are as follows:

- Single Courses = £50.00 incl. VAT
- Package courses and Vocational Qualifications (NVQ's / SVQ's) = £150 incl. VAT

We are able to accept an initial email notifying us of cancellation but this must then be confirmed by letter.

9.3 Trade and Commercial bookings (i.e. bookings made by businesses rather than individual consumers) will be deemed to amount to a business to business transaction in respect of which the Regulations will not apply to. You will therefore be liable to pay the full course fee if you cancel before the date of the course (subject to Train'd Up's sole discretion over whether it chooses to offer any refund).

10 Course Cancellations outside the Cooling off Period

10.1 Should you wish to cancel a course that you have booked, outside of the 'Cooling-Off Period' allowed under the Regulations, written notice of cancellation is required (this includes letter or fax), to the registered office address of Train'd Up. We are able to accept an initial email putting us on notice but this must then be confirmed by letter, received by Train'd Up within the 21-day period allowed under 10.2 below, if any refund is to become due. Failure to send the written cancellation (confirmed by letter if necessary) before the balance due has been paid will result in the balance becoming due in full.

10.2 Should you wish to cancel a course that you have booked and having agreed to pay via instalments (the standard terms of 21 day period not being applicable) - should you wish to cancel more than 14 days before the course starts you will be charged the next instalment due on your confirmation document. Should you wish to cancel 14 days or less the full balance will become due. Once you have started should you wish to cancel or not attend any part of the qualification booked you will be liable for full payment and no refunds will be issued.

10.3 Exceptions: Pre-registered Qualifications

10.4 Should you book a course that commences within 21 days of the booking date, or if written notice is not received by Train'd Up at least 21 days before the course starts you will be liable for the full amount and will not be entitled to a refund or be able to move the course to another date.

10.5 Fees excluding deposits are refundable if written cancellation is received by Train'd Up more than 21 days prior to your course start date, otherwise the full fee becomes payable.

10.6 Exceptions: Pre-registered Qualifications

In respect of Pre-registered Qualifications, pre-registration has to be carried out in advance to prepare and order the Examinations (e.g. Functional Skills). Once this has taken place should you not attend or wish to cancel, you will not be refunded the course balance as per the other qualifications.

10.7 On the courses shown above, written cancellation must be received by Train'd Up before your final examination registration date takes place. Provided the written cancellation has been received, if you have paid in full you will be entitled to the balance being refunded but the deposit remains non-refundable. You will then be withdrawn from the qualification register.

10.8 If you have paid a deposit only, it will remain non-refundable. You will be withdrawn from the qualification register and the course balance will not be called for.

10.9 Deposits are non-transferable

10.10 Should you wish to cancel after the final examination registration has taken place you will not be entitled to any refund due to the order already being processed.

All course deposits are non-refundable except where the 14 day Cooling Off Period applies. Booking registration fees will apply.

11 Absences

Please ensure that when attending you complete the course, as once the course has started, it cannot be completed at a later date. You will not be entitled to any refund for any absence.

11.1 Extreme weather conditions - In the event of extreme weather conditions, Train'd Up will ensure we are able to provide a full service by using a number of contingencies. We expect all learners to plan ahead to ensure they are able to attend.

If a learner is not able to attend due to extreme weather conditions such as heavy snow, strong winds, flooding or public transport disruptions / cancellations. Train'd Up in such instances, will not be deemed liable. Refunds will not be issued and the company will not be obligated to offer any alternative course dates. However, each individual case will be reviewed.

12 Non- Attendance Due to Exceptional Circumstances

If you are unable to attend due to exceptional circumstances, a new date may be offered at the discretion of Train'd Up subject to the date your course commences. You may be asked for supporting documents to prove the exceptional circumstances alleged.

13 Course Changes

Should you wish to make any date changes to courses or any course package modules, you will be charged an administration fee of £25. All course change requests must be made with a signed letter. Course moves will be made at the discretion of Train'd Up and can only be made once.

Course moves can only be made if there are more than 21 days before your course starts. Less than 21 days' notice before the course commences it will be too late to make course changes due to the awarding body enrolment, registration fees, exam scheduling procedures, class and tutor allocation which would have taken place. It is the bookers responsibility to provide the right learner details at the time of booking.

14 General Booking Note

Train'd Up reserves the right to alter booking arrangements if necessary and has the right to refuse any booking application, at its sole discretion. The course qualification route booked is the correct route at the time of booking. Qualification routes are subject to change. Should any changes be made by the Awarding bodies to qualifications, Train'd Up will endeavour to change your qualification route, however will not be liable to you in any way as a result of such changes. Duration and cost may be affected, which you accept. All training must be completed within 1 year from the date of booking.

15 Disclaimer Regarding Advice Given – Please Read Carefully

15.1 All advice given regarding career paths, abilities to join registration bodies, qualification advice or other career opportunities is correct at the point of enquiry. This may be subject to change and is beyond the control of Train'd Up. Train'd Up cannot be held responsible for changes to other organisations' joining requirements or qualification pre-requisites. No refunds will be issued in the event of changes mentioned above.

15.2 Any opinions expressed by the course tutor represent his/her own views and not necessarily those of Train'd Up and Train'd Up shall have no responsibility for them.

16 Warranty and Exclusion of liability – Please Read Carefully

16.1 SUBJECT THERETO, TRAIN'D UP SHALL HAVE NO LIABILITY WHATSOEVER TO ANY PERSON FOR ANY LOSS OR DAMAGE OR EXPENSE, HOWEVER OCCURRING OR INCURRED, WHETHER DIRECT OR INDIRECT, RESULTING FROM YOUR PARTICIPATION IN THE COURSE.

16.2 TRAIN'D UP LIABILITY IN ANY EVENT, EXCEPT FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE, OR FOR ITS OWN FRAUD (OR THAT OF ITS EMPLOYEES) SHALL AT ALL TIMES BE LIMITED TO THE FEES PAID BY YOU FOR PARTICIPATING IN THE COURSE.

17 Compliance with Train'd Up Rules

17.1 You agree to observe the rules of Train'd Up as notified to you in writing or by any other means from time to time.

17.2 We may cancel your enrolment without reimbursement of fees if you commit a serious or repeated breach of the enrolment terms or Train'd Up rules or are guilty of gross misconduct (at Train'd Up discretion).

18 Data Protection – Please Read Carefully

Any telephone calls may be recorded by Train'd Up for administrative or training purposes (which you consent to). Unless otherwise stipulated in your enrolment form, Train'd Up may use your personal data for administrative purposes and may keep this information for a reasonable period and by booking a course you give your consent to Train'd Up doing so. Train'd Up may contact you by email, postal mail, or telephone to let you know about any courses or promotions which might be of interest to you. If you do not wish to receive such emails, postal mails, SMS or telephone communications, please email us at enquiries@traindup.org to state that you wish to opt-out from such communications.

19 Third Party Bookings

If you have booked the course for another person ("the learner"), these terms and conditions shall be binding on you and the Learner and you warrant and undertake that you have the appropriate legal authority to sign on their behalf and to consent to the processing of their personal data and to receive any fair collection notices on their behalf. References herein to "you" shall also mean or include the Learner, where appropriate. It shall be your responsibility to ensure that these terms and conditions are brought to the notice of the Learner and that the Learner complies in full with them and you shall be liable for any failure by the Learner to do so. You shall indemnify Train'd Up in full against any loss, damage or liability resulting from your failure to comply in full with this term 19.

20 No Guarantee of Success – Please Read Carefully

Completion of the course does not guarantee your competence to perform work or your ability to gain employment in the relevant field and Train'd Up makes no representation, warranty or guarantee as to such competence or ability. In undertaking any work, you must take care to ensure that the work is within your competence and you must seek further instruction or supervision, if necessary. Any statement made to you by Train'd Up or its staff regarding the likelihood of obtaining employment and/or your potential earnings shall be treated as a matter of opinion and not representation and shall be non-binding.

21 General

Assessments and examinations are governed by the accrediting body and Train'd Up accepts no liability for them. The cost of any re-sits shall be borne by you. Exams are supplied to Train'd Up by the accrediting body. Train'd Up will not be liable for any costs or compensation sought by learners if for any reason the accrediting body is unable to supply the exam in digital or paper format on the expected date.

Additional Time in Exams: Please note that in some circumstances additional time can be given for exams providing you can submit evidence (must be a psychological report). This will need to be submitted at least one month before the start of your course in order for the awarding body to grant approval. The decision to grant additional time is made solely by the awarding body.

Photographic ID: Please note that any exams accredited by a body such as City & Guilds, ILM, EAL etc. will generally require that you provide photographic ID. As such please ensure you bring a passport or driving license with you when you attend your course.

Vocational Qualifications (delivery timescales / work-based assessment visits): All NVQ/SVQ qualifications have a maximum number of work-based assessments associated with them (based upon average delivery timescales). For example, Level 3 NVQ's/SVQ's include up to 8 x work-based assessment visits (any additional visits required as a result of insufficient learner progress will be liable to a £200 per visit additional fee). Level 2 NVQ's/SVQ's include up to 6 x work-based assessment visits (any additional visits required as a result of insufficient learner progress will be liable to a £200 per visit additional fee). All learners have unlimited access to assessor support online and via telephone. No additional work-based assessment visits will take place without prior agreement from the purchaser.

22 You must complete all payments and successfully complete your course prior to issue of your certification.

23 Any complaint about the course should be notified to the General Manager at the address contained in the enrolment form.

24 Any notice to be given by either party to the other may be properly given by posting it to the address of the other party shown on the enrolment form or to such other address as the other party shall have notified in writing as its address for service of notices.

25 If for any reason any of these terms or part of any one of these terms is found by a court of law to be illegal, invalid or unenforceable, then that term or part of that term shall be amended to the minimum extent necessary to make it legal, valid and enforceable and the remaining terms and (if applicable) part of term shall remain in full force notwithstanding the amendment made.

26 These terms and conditions shall be subject to Scottish law and any disputes hereunder, if not capable of resolution between the parties, shall be subject to the exclusive jurisdiction of the Scottish courts.

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Train'd Up
Respecting People – Developing Business