**Training Centre - Active Lancashire Limited**

**Course Booking Terms and Conditions (V1 Aug 2021)**

1. **Pre-course Information**
   1. These are the terms and conditions on which the course will be provided to you.
   2. Please read these terms carefully before you submit you order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Before booking onto the course, please ensure you have read the course description to ensure the course will meet your needs and that you are able to meet pre-requisites, where stated.

1.4 For online courses, we will provide access to relevant training platforms in order for you to attend a course. Prior to booking onto the course, please check eligibility requirements for accessing our digital courses. You should check these and cancel within the required timescales if the eligibility requirements cannot be met.

1.5 If your booking is completed by an individual other than you, it is the responsibility of the person placing the booking to ensure that you are suitable for the course and have the relevant experience.

**2. Information about us and how to contact us**

2.1 We are Active Lancashire a company and charity registered in England and Wales.

2.2 You can contact us during our office core working hours are 10am-4pm Monday to Friday, in which you can contact the relevant member of the team at the [Training Centre | Active Lancashire](https://www.activelancashire.org.uk/projects/training-centre).

2.3 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

**3. Our Contract with you**

3.1 Our acceptance of your course booking will take place when we confirm it to you in writing. If you have no access to email, please notify us and we will correspond by letter.

3.2 If we are unable to accept your course booking application, we will inform you of this in writing.

**4. Course Confirmation and Details**

4.1 You will receive confirmation of the course at 2 weeks prior to the start date.

4.2 You will receive pre-course information details via email (unless requested otherwise) to the email address provided at the point of booking. It is your responsibility to contact us if you have not received any pre-course information via email rather than assume a course might be cancelled.

4.3 It is the responsibility of the individual completing the course registration / booking form to ensure pre-course information details are received by you. If the joining instructions are not received, it is the responsibility of the individual who completed the course registration/booking form to contact us to arrange for them to be reissued.

4.4 For face-to-face courses, we advise that accommodation / train tickets should not be booked until the pre-course confirmation letter is received from us that the course is definitely going ahead. We shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including, but not limited to transport costs and accommodation.

4.5 We reserve the right to amend any advertised content for courses without notice. This may be done due to matters out of our control, such as changes in relevant laws and regulatory requirements, advice from relevant awarding organisations or to continually provide a high-quality service.

4.6 Failure to attend the course will result in the full cost being incurred and being payable to us. For funded courses there may be a fee charged.

4.7 No course completion or other course relevant certificate(s) shall be issued whilst there is an outstanding balance due to us.

4.8 The certificate(s) will be sent to the address on the course registration form. It is the responsibility of the individual completing the course registration form to inform us if there are changes to your address details

4.9 In the event that a replacement certificate must be re-issued, there will be a fee charged. This varies from course to course.

4.10 In the event of a tutor not being able to tutor a course at short notice due to an emergency, we will contact you to inform you immediately and reorganise the course date. We shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including but not limited to, transport costs and accommodation

4.11 If we cancel the course, you will have the option to request a full refund or transfer on to the next available course. Please note you will be expected to confirm with us which option you wish to take within 10 working days of receiving the cancellation email or letter. If you do not respond in this timeframe, we will take no further action.

4.12 We are not responsible for delays outside of our control. If the course is delayed, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**5. Invoicing and Payments**

5.1 Course fees are payable upon booking unless a valid, authorised purchase order is provided and accepted by us. Failure to pay prior to attending the course will result in the place(s) not being confirmed.

5.2 If an organisation is paying on your behalf, please ensure you seek authorisation prior to submitting the organisation’s invoice details.

5.3 Invoices will be sent via email to the name and address provided on the course registration / booking form and must be paid within 7 days prior to the course start date. Although your booking will be classed as confirmed, your place will only be provisional until payment has been received.

5.4 It is the responsibility of the individual completing the course registration / booking form to ensure a valid invoice address is provided. Invoices are still required to be paid if an individual fails to attend the course. If an individual fails to provide a valid invoice address, they will still be liable for paying the course fee.

5.5 Once an invoice has been sent, this will become payable under all circumstances, unless the place has been cancelled, as per the cancellation process.

5.6 Payment of the course fee must be made by BACS bank transfer prior to the start of the course.

**6. Cancellations and Transfers**

6.1 All requests for cancellations and/or transfers of course bookings must be received in writing.

6.2 Any changes to your booking will become effective on the date of written confirmation being received by you.

6.3. [The appropriate cancellation charge will apply based on the cost of your booking, as shown below. This excludes extenuating circumstances which will be charged at our discretion]

[Cancellation Notice Requirements and Fees:

• Cancellation up to 28 calendar days (inclusive) before the course start date: Refund applicable: 95% of course fee

• Cancellation between 15-28 calendar days (inclusive) before the course start date. Refund applicable: 50% of course fee

• Cancellation between 14-8 calendar days (inclusive). Refund applicable: 25% of course fee

• Cancellation between 7-1 calendar days (inclusive) Refund applicable: No refund will be given

• Failure to attend: No refund given

Please be aware that when requesting a refund there will be a deduction of 5% amount to cover administrative costs we will incur as a result of your breaking the contract]

6.4 In the event of an individual named in the course registration process/booking form not being able to attend the course, we will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the start of the course date, the replacement delegate has passed all required eligibility checks and an administration fee of £10 has been paid to us to cover administration costs relating to the change.

6.5 [In the event of an individual named in the course registration / booking form not being able to attend the course and the individual cannot or does not wish to transfer their place to another learner but wishes to transfer onto another course, the following transfer fees will apply;

Transfer Notice Requirements and Fees:

• Transfer request made by you between 15-28 calendar days (inclusive) of the start date of the course. Transfer fee: £15

• Transfer request made by you between 14-8 calendar days (inclusive) of the start date of the course. Transfer fee: £25

• Transfer request made by you and received by us between 7-1 calendar days (inclusive) of the start date of the course. Transfer fee: No transfer available. No refund given

• Failure to attend: No transfer available and no refund given.]

6.6 You are only permitted to one course transfer or substitution of delegate per course booking. [After this the full course fee will be charged.]

6.7 You must confirm the course you wish to transfer to with 3 working days of submitting a transfer request.

6.8 If you do not wish to transfer course, this is deemed is a cancellation.

6.9 In the event of there being insufficient numbers booked onto a course, we reserve the right to cancel or postpone the course and shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including but not limited to, transport costs and accommodation

6.10 In the event we cancel a course, we will endeavour to inform you seven days before the course is due to take place via email, although this timescale is not always possible due to matters out of our control. We shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, included but not limited to transport costs and accommodation.

6.11 If we cancel a course, you are entitled to a full refund in accordance with these terms and conditions.

6.12 If you are unable to attend any of the course due to extenuating circumstances, you must inform us in writing.

6.13 If you were unable to attend the course due to illness you must contact us at your earliest convenience. If you are cancelling on the day of your course, you must notify the Tutor as a matter of priority.

6.14 For online courses, we will not be responsible for failures to connect to the course due to software or hardware requirements, internet dropouts or failures, issues with firewalls or being unable to download the required software due to internal security policies

6.15 If you decide to withdraw from a course after partial completion of the course, you may be eligible to be assessed for a lower qualification on the grounds that you satisfy the assessment criteria. This will require a withdrawal from your current qualification and will incur a fee which you will be liable to pay to us.

6.16. If you are unable to attend a unit of the qualification or assessment day, you have up to 3 months from the course start date to complete the qualification.

1. **How we may use your personal information**
   1. **How we will use your personal information**. We will use the personal information you provide to us:
      1. to supply the course to you;
      2. to process your payment for the course;
      3. to inform any parties involved in the provision of the course of your personal information that is relevant in relation to the course, included but not limited to NCFE; and any other regulatory bodies; and
      4. if you agreed to this during the booking process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
   2. We will only give your personal information to other third parties where the law either requires or allows us to do so.
2. **Other important terms**
   1. **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
   2. **You need our consent to transfer your rights to someone else (except in accordance with these terms and conditions)**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing in accordance with these terms and conditions.
   3. **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
   4. **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
   5. **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the course, we can still require you to make the payment at a later date.
   6. **Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts.
   7. **Complaints.** If you have a complaint about the course or in relation to the course, please notify us as soon as possible and follow our Complaints Procedure and Appeals Procedure.
   8. **Alternative dispute resolution**. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use, which is NCFE (for the Workplace Health Champion Qualification).