



Aspects Total Training — Terms and Conditions

Please ensure you understand these terms and conditions before booking or sending delegates on courses.

These terms and conditions are effective from **7 July 2024**.

Definitions

In these terms and conditions:

- **the Company** means **Aspects Total Training Ltd**, registered in England No. 10912974, registered office: Unit 2a Coventry Road, Exhall, Coventry, West Midlands CV7 9FU.
- **the Client** means the recipient of the services to be provided by the company or another party to the contract under which such services are to be provided.
- **the Premises** means the place or places at which the company is engaged by the client to provide services.
- **Booking** means a request to book a course and/or accommodation.
- **Course** means a course carried out by the company.
- **Credit Account** means a pre-arranged credit account with the company.
- **Delegate/s** means an individual or individuals enrolled on a course, either by an employer or on their own behalf.

Bookings

Bookings may be made online, by telephone, or directly through the centre.

A booking is treated as an **offer** to book a course under these conditions.

As soon as reasonably practicable, the client must provide:

- the name of the delegate(s)
- any prerequisites necessary for the course

Substitution of delegate(s) is allowed up to the commencement of the course. If possible, at least **48 hours' notice** should be given before the course starts, together with any relevant prerequisites.

Confirmation of Booking

Acceptance of a booking takes place when written confirmation is sent. At that point, a **legally binding agreement** comes into existence.

Joining instructions will be sent before the course start date. If they are not received within **7 days** prior to the course start date, the client must notify the company immediately.

Cost of Course / Services

Course and service prices are listed on the website or issued in email publications. The company reserves the right to **change prices without notice**.

The price of a bespoke or closed course will be confirmed in writing or by email.

A **non-refundable deposit** may be agreed on booking for bespoke or closed courses where the client cancels and the company has already incurred unrecoverable costs, such as instructor confirmation, hotel bookings, or other expenses.

Course prices do **not** include meals, travel, accommodation, parking costs, or other related costs unless otherwise stated.

Accommodation prices are available on request.

All prices are **exclusive of VAT**, which will be added where applicable.

Cancellation / Transfer by the Client

If the client cancels a booking or transfers to another course, the request must be made **in writing**, including by email.

The following terms apply:

Notice Given	Outcome
More than 21 working days before the course start date	Full refund of the course price
20 to 0 working days before the course start date	100% of the course price charged

Additional rules:

- A transfer to another course date is permitted **up to the course start date**.
- The client must state the new requested date.
- The new date must be **within 12 months** of the original course start date.
- A **delegate name change** is permitted, subject to a **£25 admin fee**.
- If a booking is transferred to a future date and then cancelled, **100% of the course cost** will be payable.
- No refund will be made for attendees who **fail to attend** or **leave the course early**.

- If a client books a **free of charge, subsidised, or discounted course**, the 100% cancellation rule within 20 working days still applies, and the client becomes liable for the **full cost or remaining full cost** of the course.

Cancellation by the Company

All courses and programmes are subject to availability and demand, and it is the client's responsibility to confirm the status of a course with the bookings team before the course start date.

The company reserves the right at any time:

- to **cancel courses** and refund in full, with no further liability
- to **reschedule a course**; if a suitable date cannot be found, a refund will be made
- to correct any error or omission in course literature or descriptions, including cancelling a booking where necessary even after acceptance

The company will endeavour to inform the client as soon as possible of any cancellation or variation.

Delegates

Before a delegate attends a course, it is the client's responsibility to bring these conditions to their attention.

If a delegate is **under 18**, the client must ensure that consent has been obtained from the parent, guardian or employer. Proof of that consent may be requested.

Delegates must comply with all rules, procedures, policies and guidelines at the premises, including those relating to:

- alcohol, drugs and substance abuse
- weapons
- smoking
- health and safety
- disciplinary matters
- security procedures

Delegates must not bring onto the premises:

- alcohol or drugs
- any object that could be used to threaten or injure another person, including knives, sharply pointed objects, guns or firearms

Delegates who do not adhere to the company's **Equal Opportunities and Diversity Policy** may be required to leave the course and premises immediately. No refund or compensation will be given in those circumstances.

A delegate may also be required to leave immediately if, in the company's reasonable opinion, they:

- are under the influence of drink or illegal substances
- are in possession of illegal substances
- are misusing legal substances
- are unsuitably dressed
- are behaving in a threatening, abusive or otherwise unacceptable manner
- are a risk to their own health and wellbeing or that of others
- have unacceptable attendance times

Except where a delegate is required to leave for a reason outside their reasonable control, no refund or compensation will be given.

Some training may be **physically and/or mentally demanding**. Delegates must be capable of completing it. The company will not be responsible for costs incurred where a delegate is unable to complete training because of their own inability.

Before making a booking, it is the client's responsibility to ensure that a delegate:

- has the necessary **physical ability**
- has the necessary **communication skills**
- has the necessary **literacy and numeracy skills**
- has met any listed **course prerequisites**
- understands what is involved in the course, including where relevant confined spaces or working at height

If a delegate does not possess the required abilities, skills or prerequisites, and reasonable adjustments cannot be made, they may be required to leave the course and premises immediately. No refund or compensation will be given.

If there is any doubt about a delegate's physical ability, medical advice should be sought. The responsibility rests entirely with the client and/or delegate.

Delegates may be required to bring **photographic identification**. If ID is required and not provided, the delegate may be required to leave the course and premises immediately, without refund or compensation.

Where a course certificate is issued, it will only be issued where, in the company's opinion, the delegate has:

- successfully completed the course
- attended as required
- achieved a sufficient level of competence where relevant

The client is responsible for forwarding any issued course certificate to the relevant delegate.

Liability

Nothing in the agreement is intended to limit liability for **death or personal injury caused by the company's negligence**.

Otherwise, the company will not be liable:

- for any **indirect, special or consequential loss**
- for loss of profits, business, contracts, revenue, goodwill, anticipated savings, administrative inconvenience or disappointment
- beyond the **course and/or accommodation price**

The company also accepts no liability for:

- reliance placed on course literature, which is intended for reference only and not as professional or legal advice
- loss or damage to a delegate's vehicle on company premises unless caused by the company's wilful misconduct
- loss or damage to property caused by events outside the company's reasonable control, including the misconduct or negligence of another delegate, or where the delegate remains in exclusive charge of the property
- delays caused by events beyond the company's reasonable control, including strikes, industrial disputes, systems breakdown, flood, fire, explosion or accident
- loss of accommodation or transport bookings associated with a course being rescheduled or cancelled

Delegates are recommended to have insurance in place for personal property and money.

Data Protection

By booking a course, the company will collect, process and use the personal data provided for purposes including:

- course booking
- administration
- delegate registration
- recording qualifications
- statistical analysis
- customer service

Where a client provides the personal data of another individual, the client warrants that they have informed that individual of the company's identity and the purposes for which the data will be used.

Data will be held securely, treated confidentially, and not passed to third parties for marketing purposes without consent.

However, information may be shared where necessary for the purposes above, including with:

- construction training registers
- employers
- awarding organisations
- training providers

- funding bodies

For data protection and related reasons, delegates must **not take photographs** while attending a course.

General

The company may set off money it owes to the client against money the client owes to the company.

A person who is not a party to the agreement has no right under the **Contracts (Rights of Third Parties) Act 1999** to enforce any term of the contract.

If any part of the agreement is found to be illegal or unenforceable, the rest will remain valid and enforceable.

The agreement is governed by **English law**, and the **English courts** have exclusive jurisdiction to resolve disputes.