



Booking Terms and Conditions

General

All Training and Development Ltd, referred to as **ATAD**, accepts bookings for training courses online via its website, by telephone, and by email.

By making a booking, the customer accepts these terms and conditions and the booking and cancellation policy.

All correspondence must be sent by email to sales@atadtraining.co.uk only.

ATAD states that it is registered and complies with the **Data Protection Act 1998** and **GDPR**.

Course Availability

Upon booking, the customer agrees that ATAD will be the training or service provider for the chosen course.

If the customer contracts another training provider before ATAD is able to complete the service, and ATAD is therefore unable to complete it, the customer will **not** be eligible for a refund.

ATAD may change or cancel courses without notice due to **unsuitable weather conditions** or other **unforeseen circumstances**. Candidates will be notified as soon as possible.

Once payment has been made, ATAD will notify the customer as soon as possible if the course has become full and the booking has therefore been cancelled.

Liability

ATAD states that it accepts **no responsibility** for:

- death or injury while on a course
- assessor or trainer insurance suitability
- costs incurred due to postponed or cancelled courses
- the day-to-day operations of training suppliers
- consequential or indirect loss suffered as a result of breach of duty

- third-party goods and services, including website accuracy, course delivery, certification, course information accuracy, course safety, or suitability
- illnesses contracted whilst on a course, including coronavirus

Attendees are responsible for taking any relevant precautions if needed.

Booking and Cancellation

Booking spaces are held on receipt of payment, or on confirmation in writing that the customer wants the course to go ahead and a date for training is set.

Customers will be notified as soon as possible if booked spaces become unavailable for any reason.

Customer Cancellation

- If the customer cancels **within 30 days** of the training date, **no refund** will be given.
- Course dates and locations **cannot be changed** by the customer within **30 days** of the training date.
- If a course is cancelled **outside** the 30-day cancellation period, ATAD may deduct fees it has incurred, including payment processing or basic administration costs, before processing any refund.
- If a customer does **not attend** a course, **no refund** will be given.
- All cancellations must be made **in writing by email only** to sales@atadtraining.co.uk before the course start date.
- If a course date or other course details are being changed by the customer, ATAD reserves the right **not to refund** the course fee if **no new date has been set within 28 days**. This must also be made in writing to sales@atadtraining.co.uk.
- **All deposits are non-refundable** once paid.

Rearranged Courses

If a course is unable to run for any reason, ATAD reserves the right to **rearrange the course date**.

In that event, customers will have the option to change the date of their course to the **same value**, but **no refunds will be issued** for rearranged courses.

Attendance

The customer will be notified of course commencement times and location information. If the customer is not notified, it is their responsibility to make every

effort to contact ATAD by email and telephone at least **3 full working days** before the course start date.

The customer is responsible for:

- travelling to and from the course venue
- arriving at the course on time

Late arrival may lead to **exclusion from the course** at the training provider's discretion. In that event, the course fee will be **non-refundable**.

Non-attendance is **fully chargeable**.

Candidates are responsible for submitting coursework on time. Failure to do so may lead to failure of the course, and it will be **non-refundable**.

Any disturbance or behaviour interpreted as disruptive or unsafe may result in exclusion from the course, and in that event the course fee will be **non-refundable**.

NVQs

If a customer signs up for an **NVQ extension** or **NVQ registration**, ATAD makes **no promise to complete the NVQ**.

It is the candidate's responsibility to arrange to meet their assessor. After **45 days of non-contact**, the candidate may be excluded from completing the course and **no refund** will be given.

Candidates are responsible for submitting coursework on time. Failure to do so may lead to failure of the course and it will be **non-refundable**.

If a candidate changes a scheduled assessor appointment **more than once** without **10 days' notice**, they may be excluded from completing the course and **no refund** will be given.

The amount paid for an NVQ extension is for that extension or registration only. ATAD is **not liable to complete the NVQ**.

ATAD may be unable to complete NVQ training or attend set meetings due to:

- trainer workload
- weather
- other circumstances

ATAD accepts **no liability** for losses or indirect losses resulting from an NVQ not being registered or completed in line with expiry dates, or from the actions of an NVQ assessor, or from the NVQ not being completed to the customer's standard, timescale, or expectations.

No refunds can be made once an NVQ has started. An NVQ is treated as started upon:

- registration of the candidate with an awarding body, or
- first contact with an assessor,

whichever happens first.

Equipment

Where training takes place on the customer's site, it is the customer's responsibility to provide all equipment necessary to complete the training.

If equipment or facilities are not available for ATAD to complete the training, ATAD reserves the right **not to complete the training**, and **no refund** will be given.

Even where ATAD indicates that equipment will be provided, it remains the customer's responsibility to ensure there is an alternative available if ATAD cannot provide it.

Complaints

If a problem or issue arises while on the course, the customer must raise it with ATAD **immediately on the day of the training** by email to sales@atadtraining.co.uk.

If the customer fails to notify ATAD while on the course, ATAD states it will be unable to rectify the problem.

ATAD reserves the right to complete training for the customer to the same or a similar standard originally requested within **45 days** of the complaint date as **full and final settlement** of any complaint or dispute.

A response to ATAD's offer to complete more training must be made within **3 days** of it being sent. If the offer is not accepted, valid reasons must be given together with a counter-offer to rectify the situation.

Invoice Disputes

A customer must make every effort to resolve invoice disputes by allowing ATAD to complete training to the value of the invoice.

Invoice disputes must be made within **3 days** of payment or within **3 days** of training.

After **7 days of non-contact** by the customer, ATAD will assume the invoice dispute has been resolved or is no longer an issue, and the matter will be closed and not reopened.

A customer must provide any requested evidence of issues within **7 days**, otherwise the dispute may be closed.

COVID Exclusion Policy

ATAD, its assessors, trainers and staff members, whether directly employed, indirectly employed or subcontracted, are stated to be released from any claim, loss, liability, cost or expense arising directly or indirectly from:

- **COVID-19**
- **SARS-CoV-2**
- any mutation or variation of those conditions
- any fear or threat of them
- any action taken in controlling, preventing, suppressing or relating to them

Applicable Law and Jurisdiction

These terms and conditions are governed by and construed in accordance with **English law**.

Any disputes or matters arising will be dealt with by the **courts of England and Wales only**, to the exclusion of the courts of any other country.

If any part of these terms is unenforceable, the enforceability of the remaining terms will not be affected.