



RSC Training - Booking Terms and Conditions

Applications and entire agreement

1. These terms and conditions apply to the provisions of the services detailed in our quotation (services) by RSC Training Ltd, a company registered in England and Wales under number 09621072 whose registered office is at 8 Twistleton Court, Priory Hill, Dartford, Kent, DA1 2EN (we or us or service provider) to the person buying the services (you or customer or client or trainee).
2. You are deemed to have accepted these Terms and conditions when you accept our quotation or from the date of any performance of services (whichever happens earlier) and these Terms and Conditions and our quotation (the contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise, or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
4. These Terms and Conditions constitute the entire agreement between the parties with respect to the provision of training services and supersede all prior agreements and understandings, whether written or oral.
5. By engaging our services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions in its entirety.

Interpretation

6. A "business day" means any day other than a Saturday, Sunday, or bank holiday in England and Wales.
7. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
8. The word imparting the singular number shall include the plural and vice-versa.

Services

9. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any

specification in all material respects. We can make any changes to the services that are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

10. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
11. All of these Terms and Conditions apply to the supply of goods as well as Services unless we specify otherwise.

Your Obligations

12. You must obtain any permission, consents, licences or otherwise that we need and must give us access to all relevant information, materials, properties and any other matters which we need to provide the services.
13. If you do not comply with clause 10, we can terminate the services.
14. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (your obligations).

Fees

15. The fees (Fees) for the services are set out in the quotation and are on a time and materials basis.
16. In addition to the fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence, and any other associated expenses, b) the cost of services provided by third parties and required by us for the performance of the services, and c) the cost of any materials required for the provision of the Services.
17. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current application rate in effect at the time of performance or such other rate that may be agreed between us. The provisions of clause 14 also apply to these services.
18. The fees are exclusive of any applicable VAT and any other taxes which are imposed or charged by any competent authority.

Cancellation and amendment

19. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 14 days from the date of the quotation (unless the quotation has been withdrawn).

20. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
21. If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.
22. If, due to circumstances beyond our control, including those set out in the clause below (circumstances beyond a party's control) we have to make and change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep such changes to a minimum.
23. Cancellations or reschedules made within 24 hours of the date by you will be charged at full cost of a rebooking.

Payment

24. We will invoice you on the invoice date set out in the quotation.
25. You must pay within 1 day of our invoice or otherwise in accordance with any credit agreed between us.
26. Time for payment shall be of the essence of the Contract.
27. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at a rate of 10% per annum above the base rate of the Bank of England for time to time on the amount outstanding until payment is received in full.
28. All payments due under these Terms and Conditions must be made in full without any deductions or withholding except as required by law and neither of us can assert any credit, set-off, or counter claim against the other to justify withholding payment of any such amount in whole or in part.
29. If you do not pay within the set period set out above, we can suspend any further provision of the Services and cancel any future services that have been ordered by, or otherwise arranged with, you.
30. Receipts for payments will be issued only at your request.
31. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

32. We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or our rights under these Terms and Conditions and

subcontract or delegate in any manner any or all of our obligations to any third party.

33. You must not, without our prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with any of your rights or obligations under these Terms and Conditions.

Termination

34. We can terminate the provision of the services immediately if you:

a. commit a material breach of your obligations under the Terms and Conditions; or
b. fail to pay any amount due under the Contract on the due day for payment; or c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or d. enter into a voluntary arrangement under part 1 of the Insolvency Act 1986, or any other scheme or arrangement made with its creditors; or e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents filed with the court for the appointment of an administrator in respect of you. Notice of intention to appoint an administrator given by you or any of your directors or by a qualifying floating charge holder (as defined in para.14 of schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; f. In the event of the termination of this agreement or failure to attend the course or failure to pass the course, the Client agrees to pay for any services provided up to the date of termination or failure to attend or pass the course.

Intellectual Property

35. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
36. All training materials, including but not limited to course content, presentations, handouts, and online resources, are the intellectual property of the Company.
37. The Client agrees not to reproduce, distribute, or use any training materials provided by the Company for any purpose other than personal or internal use without prior written consent.

Liability and indemnity

38. Our liability under the Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
39. The total amount of our liability is limited to the total amount of fees payable by you under the contract.
40. We are not liable (whether caused by our employee, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under the Terms and Conditions or their quotations for:
- a. any indirect, special or consequential loss, damage, costs, or expenses; or b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or c. any failure to perform any part of our obligations if such delay or failure is due to any cause beyond our reasonable control; or d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or e. any losses arising directly or indirectly from the choice of services and how they will meet your requirements or your use of the services or any goods supplied in connection with the Services; or f. The Company shall not be liable for any loss, damage, or injury resulting from the Client's use of the training services or reliance on the information provided therein; or g. The Client agrees to indemnify and hold harmless the Company, its officers, employees, and agents from any claims arising out of or related to the Client's use of the training services.
41. You must indemnify us against all damages, costs, claims, and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your employees.
42. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

43. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store, or process personal data of employees of the Customer.
44. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
45. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', and 'Data Subject' shall have the same meaning as in the GDPR.

46. The service provider shall only process Personal Data to the extent reasonably required to enable it to supply the services as mentioned in the terms and conditions or as requested by and agreed with the Customer and shall not retain any personal data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or any third parties' purposes.
47. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
48. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data processed by the Service Provider on behalf of the Customer.
49. Further information about the Service Provider's approach to data protection is specified in its Data Protection Policy which can be found on our website. For further enquiries or complaints regarding data privacy you can email: richard@rsc-training.co.uk

Circumstances beyond our control

50. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, government action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

51. All notices under these Terms and Conditions must be in writing and signed by or on behalf of the party giving notice (or a duly authorised officer of that party).
52. Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered email) during normal business hours of the recipient;
 - b. when sent, if transmitted by fax, or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing if mailed by airmail.

53. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No Waiver

54. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that right or remedy nor stop further exercise of any other right or remedy.

Confidentiality

55. Both parties agree to keep confidential any information disclosed during the provision of training services, including but not limited to business strategies, trade secrets, and personal information.

56. Confidentiality provisions shall survive the termination of the training services.

Complaints Handling

57. At RSC Training, we are committed to providing high-quality training and ensuring a positive learning experience. We take all complaints seriously and aim to resolve them promptly, fairly, and transparently.

58. **Informal Resolution:** We encourage you to raise any concerns informally in the first instance. Often, issues can be quickly and effectively resolved through open communication.

59. **How to Raise an Informal Concern:** Contact your course tutor, assessor, or a member of our support team directly.

60. **Response Time:** We aim to address informal concerns within 10 business days.

61. If you are unsatisfied with the informal resolution or wish to make a formal complaint, you can follow the formal process outlined below.

62. **How to Make a Formal Complaint:** If your concern cannot be resolved informally, you may submit a formal complaint via email to info@rsc-training.co.uk

63. When submitting a complaint, please provide:

a. Your full name and contact details
b. The training course or service related to the complaint
c. A clear and detailed description of your concerns, including any relevant dates and supporting evidence
d. Your desired outcome or preferred resolution

Complaint Handling Process

64. Acknowledgement: We will acknowledge receipt of your complaint within 10 business days.
65. Investigation: Your complaint will be thoroughly reviewed by Management. We may contact you for further information if needed.
66. Resolution: We aim to provide a formal response and proposed resolution within 15 business days. If further time is required, we will keep you informed of our progress.

Complaints About Assessments

67. If your complaint relates to an assessment or examination (including grading, results, or procedural errors), the following additional steps apply:
68. Internal Review: Your concern will be reviewed by a qualified assessor or internal quality assurer. Outcome Notification: You will receive a written explanation of the decision within 20 business days.

Appeal Process

69. If you are dissatisfied with the outcome, you may request a formal appeal. Appeals must be submitted within 10 business days of receiving the decision. Further details on the appeals process will be provided upon request.

Time Limits for Complaints

70. To ensure timely and effective handling, please submit your complaint:
- a. General Complaints: Within 3 months of the event or issue arising. b. Assessment Complaints: Within 20 business days of receiving your results or decision.
71. We may consider complaints outside these timeframes in exceptional circumstances, at our discretion.

Escalation and External Regulatory Bodies

72. If you are not satisfied with our response or if your complaint relates to a regulated qualification, you may escalate your concerns to the relevant external body:
73. Awarding Body: If your training involves a qualification, you may contact the associated awarding organisation. We will provide the appropriate contact details upon request.

Confidentiality and Data Protection

74. All complaints will be handled confidentially and in accordance with UK General Data Protection Regulation (UK GDPR). Your information will only be shared with those involved in the resolution process.

75. We value your feedback and are dedicated to continuous improvement in our training services.

Severance

76. If one or more of these Terms and Conditions is found to be unlawful or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid).

Law and Jurisdiction

77. This Agreement shall be governed by and interpreted according to the law of England and Wales; all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

Postponement

78. If we have to postpone a course for any reason and you have paid your invoice in full, you may request a full refund.

Acknowledgement and Signature

By engaging the services of the Service Provider, you acknowledge that you have read, understood, and agreed to the terms outlined in this clause regarding advice not taken.