



Tuts (UK) Ltd - Booking Terms and Conditions

1. General

1.1 The terms and conditions of trade of TUTS, also trading under the legal name of TUTS [which may differ to that displayed on this website] (hereafter called the 'Company'), covering the supply of training services are contained herein.

1.2 Orders to the Company for the supply of training services are only accepted subject to these terms and conditions or subsequent terms provided in writing by the Company which may supersede these terms.

1.3 No addition to, or variation of, these conditions will bind the Company unless it is specifically agreed in writing and signed by a Director of the Company.

1.4 These terms and conditions will form the basis of all contracts with the Company, unless otherwise specified by the Company.

1.4.1 The Company accepts orders and enquiries for training through its website(s), by telephone and by email. In placing an order with the Company, the client is deemed to have accepted the terms and conditions as contained herein or provided subsequently which may supersede these terms.

1.4.2 These terms and conditions are available in writing on request and all clients will be informed of these terms and conditions in writing or by email.

1.5 These terms and conditions are correct at the date shown on the relevant course booking documentation and the Company reserves the right to vary them without notice. An updated copy will be supplied to the client if applicable or on request.

1.6 These terms and conditions are applicable to contracts formed with clients and/or individuals engaging the Company (either as agent or principal) in the provision of training services. These terms and conditions do not cover any contract, relationship, or engagement with any person, freelance or body employed by the Company or engaged to perform services on behalf of the Company.

1.7 The Company accepts no responsibility for any mislaid, lost, or stolen goods. We advise that any valuables be left at home.

1.8 Late arrival of any candidate may result in the loss of the training and/or testing vacancy, in which case no refund can be made.

1.9 Test times are 'provisional'. In some instances, these times will vary due to factors out of our control. We therefore advise that when candidates are booked in for testing, they arrive at the test site for 8am (unless otherwise agreed) and plan to be on site until 5pm.

1.10 Failure of a CPCS theory test will prevent the candidate from undertaking any scheduled CPCS practical test, in such a circumstance, no refund can be made.

1.11 The Company does not tolerate any threatening behaviour. We reserve the right to eject candidates from the site or call for police assistance if required. No refund will be given for missed training/testing.

1.12 Training day durations are 8am – 4:30pm as standard, unless otherwise agreed. However, this is determined by the number of candidates on the course, the level/previous knowledge of the candidates, and their overall participation in the course.

2. Contract Formation and Right to Cancel

2.1 The Contract Start Date shall be defined as either the day on which the Company accepts payment for training services or when it receives a signed order/PO or written confirmation to supply training services from the client. Whichever date is the earliest shall be defined as the Contract Start Date.

2.2 All complaints and claims relating to Contracts with the Company must be received in writing and within 14 days of the Contract Start Date. The Company will endeavour to respond to all complaints within 30 days of their receipt (subject to relevant investigation) and give regular updates throughout this time.

3. Training Course Requirements

3.1 Where the training being provided is other than theoretical or classroom-based, delegates must provide, unless previously agreed by the Company, their own training workwear and equipment as is required to undertake the course (PPE). It is the delegate's responsibility to ensure they are conversant with what equipment they are personally required to provide and the Company will bear no responsibility for delegates being unable to participate in any training program because of any shortfall or equipment omission.

3.2 Where the training being provided is other than theoretical or classroom-based, delegates must be physically capable of withstanding the rigours of training. If there are any doubts relating to this, the Company may refer the delegate to a GP at no cost to the Company. The onus is entirely on the delegate to ensure his or her fitness to undergo training and the Company does not accept any responsibility in this regard.

3.3 Equipment owned by or leased/lent to the client must not be removed from the training environment. Delegates must ensure they do not remove any

equipment owned or leased/lent by the Company from the training environment. Any damage to Company equipment or property caused by delegates will be invoiced to the respective client.

3.4 Certificates are awarded at the discretion of the Company, and only to those who successfully complete the training/testing satisfactorily. At the discretion of the relevant trainer, delegates that have failed any element of the training may be allowed to complete the training course although this will still result in a failure and the delegate may be required to re-take the entire course and pay the applicable fee. Delegates are required to be punctual at all courses and at all sessions.

3.5 Where training is carried out not on Company premises, all relevant public liability and other insurances must be provided for by the site owner and/or client and the Company does not accept any liability in this regard.

3.6 The client must ensure that training carried out at locations as specified by them has adequate room in which to carry out both the practical and theoretical elements of the training. The Company reserves the right to cancel the course and will charge 100% of the training fee for sub-standard or inadequate premises and/or equipment. This includes but is not exhaustive to: inclement weather and where there is no alternative indoor space in which to carry out the practical training; a designated room with enough space to seat all the delegates; shortage of, dangerous, and/or inappropriate training equipment.

3.7 Consumption of alcohol or non-prescription drugs is not permitted during training nor should they be consumed immediately prior to training. The Company will refuse to train any delegates who infringe this condition and will require them to leave Company premises. Where a delegate is undergoing a course of prescribed drugs they should inform the Company of the nature of the drug and any side effects. The Company may then seek assurance that training can be carried out without risk. The decision of the Company in relation to this is final.

3.8 Unless otherwise agreed beforehand in writing, the registration and issuing of certification and/or accreditation will only be recognised and delivered by the Company once payment from the client has been received and paid in full.

3.9 Should a candidate have learning difficulties or require assistance/additional equipment to ensure safe delivery of training or assessment (eg seatbelt extensions), it is the responsibility of the Booking Company to address this at the time of booking.

4. Prices

4.1 Unless otherwise stated, all prices are exclusive of VAT. The total price of the training will be invoiced prior to the training date and this will show the VAT payable. VAT will be charged at the rate current at the time of due payment.

4.2 The prices quoted on the Company website are correct at the date of publication. Prices may vary due to demand and availability and the Company reserves the right to adjust prices at any time and without notice.

5. Settlement Terms

5.1 Unless otherwise agreed, payment for all training booked and confirmed by the client must be made 28 days prior to the training course booked taking place. Payment can be made by Debit/Credit Card, BACS, or Bank Transfer. Credit terms by prior arrangement only.

5.2 If the Company does not receive cleared funds 28 days prior to the course date, the candidates may be rejected from the course or the course may be cancelled at the Company's discretion.

5.3 In the instance of an unpaid invoice during your agreed terms, TUTS has a statutory right under the Late Payment of Commercial Debts Regulations 2013 to add interest and late payment compensation to the sum outstanding.

6. Health and Safety

6.1 Where training is carried out on Company premises, all delegates must conform to, and comply with, the Health and Safety Policy as laid down by the Company. Delegates are required to follow all health and safety instructions provided by Company personnel during training sessions. Breaches of this policy may result in the delegate being suspended or excluded from the course and premises.

7. Cancellation and Postponement

7.1 The Company reserves the right in its absolute discretion and without further liability to change dates, times, and venues or cancel an event; in the case of cancellation, all monies will be refunded. The Company's events are constantly updated and improved, and the Company reserves the right at any time and without notice to alter content and to change trainers or tutors.

7.2 The Company reserves the right to charge a cancellation or postponement fee in respect of contracts that are cancelled or postponed by the client. This also includes any impacted due to Covid-19. Unless stated otherwise in any subsequent contract formed prior to the start of the contract, the following refunds will be made in the event of cancellations/postponements prior to the course start date:

- More than 28 Days -- Full refund
- 15 -- 28 Days -- 50% refund
- 1 -- 14 Days -- no refund

7.3 Any cancellation will need to be made in writing to your Account Manager.

7.4 Should it become necessary for the Company to postpone all or any part of a course or other work due to circumstances beyond their control, a mutually agreeable date will be selected on which to complete the work. The Company will not be liable for any costs incurred by the client for such actions.

8. CITB Grant / ATO Approval

8.1 Any CITB grant rates quoted cannot be guaranteed by TUTS and are subject to review by CITB. The rates quoted are based on PAYE employment status. These grants can be claimed upon completion & achievement of the booked training/assessment(s) -- we will gladly assist in this process if required, please speak to a member of the team should you need any advice.

8.2 We are an approved ATO, which means we can process the Short Duration Training Grant on your behalf. We must have your Company Levy Number, Candidates' full name, DOB, NI Number, home address and Registration number at the point of booking to ensure we can process this for you. Failing to supply this information at the point of booking may result in us being unable to process the grant on your behalf.

9. OSAT Delivery

9.1 Rates for NVQ's are based on a varying number of site visits, depending on the NVQ being undertaken. Should additional support be required, the Company reserves the right to charge as required for both assessor time and expenses. The Company also reserves the right to charge as appropriate for cancelled NVQ visits.

9.2 If the Company is unable to complete an NVQ for any reason (eg due to our assessor being unable to contact a candidate or gain access to the site), we reserve the right to charge anything up to the full amount of the NVQ; this is subject to our outlay/number of visits carried out, etc.

9.3 If a learner does not attend a site visit or cancels without sufficient notice (sufficient notice is as per our normal cancellation terms), then the Company reserves the right to charge in full. No refunds will be given.

9.4 As soon as a learner is inducted and is therefore deemed 'on programme', no refunds will be given, should they wish to withdraw.

10. Applicable Law

10.1 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2 If any provision of these Terms is held by any competent Authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.

10.3 Any dispute arising under, or in connection with, these Terms shall be subject to the Jurisdiction of the English Courts. The Contract shall be governed by the laws of England.

10.4 These Terms do not affect any consumer rights contained in the Unfair Contract Terms Act 1977 or any statutory modification of them.

11. Force Majeure

11.1 The Company shall not be liable to the Client or be deemed to be in breach of Contract by means of any delay in performing or failure to perform any of the Company's obligations in respect of the Services if the delay or failure was due to any cause beyond the Company's reasonable control. This includes but is not limited to acts of God, war, strikes, lockouts, industrial action, fire, flood, drought, tempest, or other events beyond the reasonable control of the Company.

12. Intellectual Property

12.1 All training materials provided by the Company are the intellectual property of the Company. Clients and delegates may not reproduce, distribute, or use these materials for any purpose other than the agreed training without the prior written consent of the Company.

13. Confidentiality

13.1 Any confidential information disclosed by either party during the term of this agreement shall remain confidential and shall not be disclosed to any third party without the prior written consent of the other party.