



Site Energy Services - Booking Terms and Conditions

In these conditions, the following terms shall have the following meanings:

- 'SES Training Solutions', 'SES Training', 'We', 'Us', 'Our' = Ipsum Power (Training Services) Limited
- 'You, Your' = The student and/or organisation named on the booking form
- 'The Course' = The training course as indicated on the booking form

Contact Details

Our contact address and details are:

Ipsum Power (Training Services) Limited, Registered in England and Wales
Company No: 7684863 Registered Office: Unit 14 to 15 Parkhall Industrial Village,
ParkHall Road, Stoke on Trent, Staffordshire, ST3 5XA VAT Registration No: 123
2209 63

Please note that if your company has a National Account contract, alternative Terms and Conditions may apply.

Payment terms

Our standard payment terms is that the fee to attend a course must be paid in full before the date of the course.

We reserve the right to refuse an attendee entry to the course if the fee is not paid before the date of the course.

If payment by invoice has been previously agreed, the payment needs to be made on or before the due date of the invoice.

Credit terms – Account holders only

Our standard credit terms for account customers are 30 days from date of invoice. Please contact your local office if you wish to set up a credit account with us.

Guidelines for students and employers

It is the employer's responsibility to ensure that students are free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with an intensive course of study. We welcome students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. SES Training Solutions

would welcome in advance, for setup purposes, notification of any assistance that a student is likely to need during the running of the course.

Course Bookings/Fees

No booking is confirmed until a written acknowledgement, or purchase order or payment from you is received by SES TRAINING SOLUTIONS.

Bookings may be made by email, letter or phone. Telephone bookings must be confirmed in writing upon request. Please quote purchase order numbers where applicable.

The balance of the course cost is payable 21 days before the beginning of your course and if full payment is not received by that date SES Training Solutions reserves the right to cancel or change your booking without a refund. Non-payment means you will be turned away from our training centre, and will not be eligible to use or enter our training facility.

Payment can be made by BACS Transfer.

We no longer accept cheques for payment.

SES Training Solutions reserve the right to alter the course fees when necessary.

The Agreement

This agreement shall prevail over any marketing material or any electronic, written or oral representation made to you by SES Training Solutions.

The agreement is not completed until the date shown on your acknowledgement letter, which we will send to you as soon as possible after receiving your completed booking form/telephone booking and deposit. Please check carefully the acknowledgement letter. Any errors should be brought to our attention within five days of the date of the letter or else the contents will be presumed to be correct.

By arranging payment for the course, you agree that we may commence performance of the contract by processing your booking. This affects your right to cancel this agreement.

SES TRAINING SOLUTIONS reserves the right to decline to accept any application for enrolment on any course.

Deposits are non-refundable unless SES TRAINING SOLUTIONS cancel the course.

Our Obligations

SES TRAINING SOLUTIONS agrees to provide you with the training course indicated on the confirmation agreement. The course includes all necessary tuition, supervision, apparatus, plant, model safety rules, tools and safety equipment in order for you to complete the course and obtain the relevant course qualification (if applicable), provided you attend the course without interruption.

Following completion of your training, and if applicable to the course you have attended, we will arrange for you to sit an examination/assessment which is accredited by the accrediting body (these are subject to availability and change), the successful completion of which shall lead to the course outcome. Your course fees cover the first examination/assessment sitting only. All re-sits if necessary will be paid for by you.

Your Obligations

Attend courses during normal course hours which are from 9:00am to 4:00pm from Monday to Friday or weekends dependent upon your booking. (These days and times may alter as SES TRAINING SOLUTIONS stipulate.)

You will not use, or imply any disruptive, threatening or violent behaviour against any employee of SES TRAINING SOLUTIONS or any other student. A breach of this provision may result in your immediate ejection from the course without reimbursement.

You will also allow other students the right to an undisturbed course and environment; if you constantly distract, annoy or cause other annoyance or nuisance; you will be removed from the course, no refund or reimbursement will be due.

For overseas applications for course attendance, you will need to arrange your visa to enter the UK, in sufficient time to allow your application to be approved before the course date. Failure to do so will not be a reason for transfer or cancellation to another course or course date, and you will be charged the full course fee and accommodation costs for the booking confirmed.

Non-attendance

If you do not attend a course, and you have not previously informed us, the full course fee remains payable.

Late arrivals/missed sessions

If you arrive late for a course or are absent from any session, we reserve the right to refuse to accept you for training if we feel you will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable.

First Aid Courses

Attendance at all sessions is mandatory.

Cancellation by SES Training Solutions

SES TRAINING SOLUTIONS may terminate this agreement at any time and recover all sums due from you if you do not make payments on time or do not carry out your obligations under this agreement.

We will not provide a refund should we cancel because of a failure to pay the full balance of your course fees prior to the course start date.

Cancellation / Changes by You - Transfers

Should circumstances mean that you need to transfer to another course, the following charges will apply, dependent on notice given:

- First transfer, made more than four weeks prior to the course start date – no charge
- Two to four weeks notice given – 35% of the course fee
- Less than two weeks notice given – 75% of the course fee
- All transfers must be taken within a period of six months.
- No second transfers will be permitted.

For overseas applications for course attendance, you will need to arrange your visa to enter the UK, in sufficient time to allow your application to be approved before the course date. Failure to do so will not be a reason for transfer or cancellation to another course or course date, and you will be charged the full course fee and accommodation costs for the booking confirmed.

Cancellations

Should circumstances mean that you have to cancel your course and are unable to transfer your booking to another date at the time of cancellation, the following charges will apply:

- More than four weeks prior to the course start date – the course cost (less the deposit) is refundable only if a written cancellation is received at our Head Office at least 28 days before the course commencement date.
- Two to four weeks prior to the course – 75% of the course fee.
- Less than two weeks prior to the course – full fee.

NB Cancellation must be made in writing and received by SES Training Solutions by the due date.

If you are ill, or have an accident which makes you unable to attend the course, once recovered you may continue on a new course (provided you obtain at your expense for us, written evidence from your doctor or hospital).

Booked courses are non-transferable.

You will not be reimbursed in the event you do not complete the course for any reason whatsoever.

For overseas applications for course attendance, you will need to arrange your visa to enter the UK, in sufficient time to allow your application to be approved before the course date. Failure to do so will not be a reason for transfer or cancellation to another course or course date, and you will be charged the full course fee and accommodation costs for the booking confirmed.

Changes to the Course

SES TRAINING SOLUTIONS reserves the right to:

1. Cancel or re-schedule any course or examination and to make other amendments to the published programme without compensation, other than reimbursement of fees in the event of a course cancellation. SES TRAINING SOLUTIONS shall also vary any course to take account of new regulations or the requirements of the accrediting bodies for which an additional charge may be made if such change occurs after the date of your enrolment.
2. Where registration and/or certification fees are payable to City & Guilds or other accrediting body, SES TRAINING SOLUTIONS shall have the right to pass on any increase in such fees notified to the Company after the date of your enrolment.
3. At any time to change the certifying body, if applicable to your course, provided that if such a change would enable you to achieve a qualification equivalent to or higher than the qualification provided by the original certifying body.

Copyright

Copyright of the course materials is owned or licensed by SES TRAINING SOLUTIONS. Copying, adaptation or other use without the written permission of SES TRAINING SOLUTIONS is prohibited. Contact us to obtain permissions you may want to request, from us. We will only ever agree any arrangement in writing.

Distance Selling Regulations 2000

We abide by the applicable elements of the Distance Selling Regulations 2000, you have a cooling off period in which you may cancel your enrolment by giving notice to SES TRAINING SOLUTIONS in writing or by email. This right expires 7 working days from the date of enrolment or upon your course commencing due to latest of the booking (if sooner).

As of 13 June 2014 the new Consumer Contracts Regulations – which implement the Consumer Rights Directive in UK law – apply to all purchases you make at a distance.

If you agree to attend / or attend a course / or receive a service from SES TRAINING SOLUTIONS before the 14 day cancellation period as per the law, you agree to lose your right to cancel.

The goods you can't return as per the law

There are some goods you can't return if you simply change your mind, including:

- CDs, DVDs or software if you've broken the seal on the wrapping
- tailor-made or personalised goods

You agree that all bookings are Trade and Commercial bookings (i.e. bookings made by businesses rather than individual consumers) and will be deemed to amount to a business to business transaction in respect of which the Regulations will not apply to.

Miscellaneous

Whilst SES TRAINING SOLUTIONS will take all reasonable steps to make courses as inclusive as possible, participation in any course requires that you are able to understand spoken English and write and read in English to GCSE level or equivalent.

Unless otherwise stipulated in your enrolment form, SES TRAINING SOLUTIONS may use your personal data for administrative purposes and may keep this information for a reasonable period and may contact you by email, mail, SMS or telephone to let you know about any courses or promotions which might be of interest to you.

Completion of the course does not guarantee your competence to perform work or your ability to gain employment in the relevant field and SES TRAINING SOLUTIONS makes no representation as to such competence or ability.

Ipsium Power (Training Services) Limited cannot accept responsibility for the competence level of any particular candidate upon completion of the course.

When undertaking any work, you must take care to ensure that the work is within your competence and you must seek further instruction or supervision, if necessary. Any statement made to you by SES TRAINING SOLUTIONS regarding the likelihood of obtaining employment and/or your potential earnings shall be treated as a matter of opinion and shall be non-binding. Market forces outside our control affect your earning potential and employability.

For any third party referrals for you to gain additional experience arranged by us, you agree to indemnify us against any losses or claims made against us by you, or spouses or other.

Complaints

We ask that you notify SES TRAINING SOLUTIONS immediately of any complaint and every effort will be made to address this in a timely manner.

At the end of each course you will be provided with a feedback form and we encourage you to complete this. If you fail to notify us of any problem it may seriously affect any right you may have to compensation.

Force Majeure

SES TRAINING SOLUTIONS shall not be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control.

Unforeseen circumstances

On occasion, unforeseen circumstances may require us to cancel a course. In such circumstances you will be given as much notice as possible and either a free transfer to another course date or a full refund of fees paid.

Value Added Tax

All prices/costs quoted for the course are not necessarily exclusive of Value Added Tax at the prevailing rate. All course fees are subject to the current VAT (valid exemptions only).

Data Protection

We comply fully with the Data Protection Act 1998. Full information regarding how we use your data can be found also on our website.