



Booking Terms and Conditions

GENERAL TERMS APPLICABLE TO ALL TRAINING SERVICES

- 2B Trained Ltd (the Company) shall provide Classroom Training, Vocational Training and E-learning services in accordance with these terms and conditions. Quotations are made and orders accepted subject to these terms.
- The Client shall pay any Charges without deduction or set-off.
- All CITB grant recoveries or receipts are the sole responsibility of the client and do not affect the Company's invoice terms and conditions.
- Sums due under this Agreement are exclusive of VAT which shall be payable by the Client.
- In the event the Client fails to make payment in accordance with this Agreement, the Company may:
 - **1.5.1** Charge interest at the statutory interest rate specified in the Late Payment of Commercial Debt (Interest) Act 1998; and/or at a rate of 8%.
 - **1.5.2** Suspend supply of the Training Services by notice in writing until such time that full payment is received (unless otherwise agreed).
 - **1.5.3** Delay the release of certificates.
 - **1.5.4** The Delegate may not be able to attend the course.
 - **1.5.5** In the event that the Company seeks legal advice to recover any debt, all legal fees will be chargeable to the Client. Should the matter be issued at County Court, interest applies at a daily rate of 8% and court issue fees and other court fees will be recoverable and payable.
- Unless otherwise agreed, quotations are valid for 14 days and are subject to change after that period.
- Any additions or variations to these terms and conditions must be agreed in writing and authorised by a Director of the Company.
- These terms apply to all orders, bookings, enquiries and quotations between the Company and the Client and are deemed to have been accepted once the Client confirms in writing that they wish to proceed.

CLASSROOM TRAINING TERMS AND CONDITIONS

2. Amendments, Transfers and Cancellations

2.1 Up to 24 hours before the Classroom Training is due to commence, the Company may by notice in writing or telephone, alter the Training Location provided that the new location is a suitable alternative.

2.2 Up to 24 hours before the Classroom Training is due to commence, the Company may, by notice in writing or telephone, alter the Training delivery method from face to face to online via Video Conferencing Software, or vice versa, provided that there is a significant reason — i.e. tutor illness, facility issue affecting delivery, national pandemic/situation.

2.3 A 24-hour cooling-off period will apply to all bookings where the course is 7 days or more from the booking being received. During this time, transfers and cancellations are free of charge but must be notified in writing as per 2.8.

2.4 If the Client wishes to cancel a booking after the cooling-off period, the Company reserves the right to charge a cancellation fee in respect of the booking:

- No cancellation fee if more than 30 days before the first day of the Classroom Training.
- 50% of the booking or contract price will be charged if cancellation occurs 30 days or less but more than 14 days prior to the first day of the Classroom Training.
- 100% of the booking or contract price will be charged if cancellation occurs 14 days or less prior to the first day of the Classroom Training.

2.5 If a Client wishes to alter a booking or transfer to an alternative course, the Company reserves the right to charge an administration or transfer fee:

- Name changes are free of charge as long as they are confirmed in writing at least 24 hours before the Training course.
- No fee is charged if amendment or transfer is done more than 30 days before the first day of the Classroom Training.
- A fee of £50 + VAT or 50% of the booking or contract price (whichever is the lesser amount) if the amendment or transfer is between 14 and 30 days before the first day of the Classroom Training.
- Unless otherwise agreed in writing by the Company, no amendments or transfers can be made less than 14 days before the first day of the Classroom Training. The Company reserves the right to charge 100% of the booking or contract price in the event that the Client or Delegate fails to attend any part of the booking, test or assessment.

2.6 A transfer can only be made where the Delegate or Client can specify the new course they wish to attend. Transfers cannot be made if the new course is yet to be confirmed.

2.7 The Company reserves the right to cancel, alter or rearrange courses without liability and as they deem necessary. In such an event, attendees will be offered alternative courses. A full refund will be offered if the Company fails to offer a suitable alternative course, venue or course delivered via video conferencing software.

2.8 Notification of any cancellation, amendment or transfer must be made in writing.

3. Charges and Payment

3.1 The Charges for the Training Services which are subject to a Booking Form, Proposal or Email are due 14 days from the invoice date unless otherwise agreed in writing by the Company. In the event that a booking is made less than 14 days before the first day of the course, payment will be required at the time of booking unless otherwise agreed in writing by the Company.

3.2 In the event of a transfer from one course to another, the original course invoice will be credited and an invoice for the course onto which the delegate has been transferred will be invoiced 30 days prior to the Training Course start date.

3.3 For Clients that do not hold a credit account with the Company, payment must be made at the time of booking, or at the very latest, 30 days prior to the first day of the training service. In the event that payment is not received, the Company reserves the right to refuse the delegate's participation on the course and will still expect payment in accordance with the Company's terms outlined in 2.5.

3.4 For Training Room bookings, payment must be made at the time of booking unless otherwise agreed. Cancellation charges are as outlined in 2.4.

4. Delegates

4.1 The Company or the Trainer (whose decision shall be final) reserves the right to remove a Delegate from a course where the Delegate is behaving unreasonably, isn't fit to undertake the training, or is under the influence of alcohol/illegal substances.

4.2 Delegates may not be able to sit the course should they not meet the prerequisites of the course. This includes, but is not limited to, speaking, writing and understanding English, age restrictions, and holding the correct certificates.

4.3 If the Training Service is to be delivered via Video Conferencing Software such as Zoom, it is the Delegate's/Client's responsibility to ensure that they can access the course, assessment or exam and have a working laptop or PC with stable internet connectivity, camera and microphone.

4.4 The Company will still expect payment for invoices relating to Delegates described in 4.1, 4.2 and 4.3 in accordance with the Company's cancellation terms outlined in 2.5.

4.5 Resits are available to delegates who do not pass, but achieve the resit mark, on CITB exams. A resit fee may be charged and is payable prior to the resit taking place, unless otherwise agreed. Only one resit is allowed per delegate per course.

4.6 Equipment must not be removed from the training environment. Any damage by wilful misuse or negligence will be chargeable.

4.7 Delegates should arrive at the training venue or join the course being hosted via video conferencing software before the start of the course; late arrivals may not be able to attend. Delegates who are late and are not permitted to attend the course will still be required to pay in full.

4.8 Delegates must complete all course paperwork correctly. Failure to do so may result in the course not being completed.

4.9 Delegates under the age of 18 at the time of training must bring a letter of consent from a parent/guardian.

5. Certificates

5.4 The certificate belongs to the Delegate and should not be withheld by the Client or third party booking agent.

5.5 The Company reserves the right to withhold delivery of the certificate but only if the Client is withholding payment for the Training Services.

5.6 Duplicate certificates, which might be hard copy or digital (depending on the awarding body), must be requested in writing and will be chargeable.

VOCATIONAL TRAINING TERMS AND CONDITIONS

6. The Company's Responsibilities

6.1 The Company will be responsible for ensuring that the Learner has the requisite experience and qualifications necessary to complete the Vocational Training that they wish to undertake.

6.2 For applicable programmes, the Company will provide access to the E-Portfolio platform (BUD) on which the Learner's programme will be available and where they will receive instructions, training and feedback from the Assessor.

6.3 The Company will provide training to the Learner on how to use BUD, how to access their portfolio, submit work to be marked, communicate with their Assessor and index their evidence, etc.

6.4 Results will be communicated to the awarding body and the Company will administer and award the Certificate to those Learners that have completed the

Vocational Training and who have paid all costs associated with the provision of the Vocational Training Services.

7. The Client's Responsibilities

7.1 Following written confirmation by the Client that they wish to proceed with the Vocational Training, the Client enters into a contract with the Company for the provision of Assessment and/or Vocational Training.

7.2 The Client will provide all information and cooperation that may be necessary for the Company to provide the Vocational Training, which might include reasonable access to the Learner's site/place of work.

7.3 The Client agrees to pay the Company's invoices in accordance with the agreed terms and conditions and, if payment is agreed in instalments, all information is provided to allow the Company to collect payment by Direct Debit.

8. Vocational Training Payment Terms

8.1 The Charges for the Vocational Training which are subject to a Booking Form, Proposal or Email are due for payment before the Vocational Training starts and/or the Learner is inducted. Payment must be made in full unless agreed in writing by the Company.

8.2 For those Clients with agreed credit terms, our standard terms apply as set out in 3.1. Any alternative payment plans must be agreed in writing with the Company and authorised by a Director of the Company.

8.3 For all payment plans, the first instalment is to be paid prior to the Vocational Training starting and further instalments to be collected by Direct Debit.

9. Cancellation

9.1 Your statutory rights allow you 14 days from the date of receipt of invoice and booking confirmation in which to make a written request for cancellation. If a written request for cancellation is received and any payment has been made, the Client will receive a refund less any reasonable costs or expenses.

9.2 If the Client wishes to cancel after the Vocational Training has started but with less than 50% of the programme complete, the Company, at its absolute discretion, will refund 50% of the agreed charges to the Client. If more than 50% of the programme has been completed, no refund will be issued.

9.3 The Company reserves the right to cancel the Vocational Training in the event that a Learner becomes disengaged.

- **9.3.1** The Company will write to the Learner requesting an update if no progress has been made after 12 weeks.

- **9.3.2** The Learner will be given a further 12 weeks to re-engage with the Vocational Training or provide an adequate explanation for the cessation in progress.
- **9.3.3** If no feedback is received during this 12-week re-engagement period, the Learner will be notified that their Training has been stopped, no refund will be given, and they will have to re-book on a new Vocational Training course if they wish to recommence their Vocational Training.

E-LEARNING TERMS AND CONDITIONS

10. Grant of Licence

10.1 Further to receipt of payment, or written agreement to payment terms, the Company will grant the Client a licence to use the purchased eLearning course. This licence is personal to the Client and cannot be shared or exchanged with others.

10.2 This licence is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these terms.

11. Access to E-Learning Materials

11.1 You will be granted access to the materials within 48 hours from the date of purchase (the starting date).

11.2 It is the Client's responsibility to ensure that all course content is completed within the allocated time period and that they have access to a working PC, tablet or laptop with stable internet connectivity.

11.3 The Company will take all reasonable steps to ensure the Client has uninterrupted access to the materials; however, access may be interrupted from time to time due to reasons beyond the Company's control. In this event, the Company, at its sole discretion, may provide a free extension of time or a new licence.

12. E-Learning Pricing and Payment

12.1 Unless otherwise agreed in writing, we must receive payment for the e-learning course in full before providing access.

12.2 Payment includes the licensing of the eLearning content for the period of time appropriate for the course. A refund will not be paid in the event that the Client fails to complete the course within the allocated time.

12.3 The Company reserves the right to review and change the pricing of any eLearning courses.

13. E-Learning Cancellation Policy

13.1 If eLearning material is made available to the Client, cancellation is not possible and no refund is available.

14. Your Rights

14.1 Under UK law, any product purchased must be as described, fit for purpose and of a satisfactory quality. If the eLearning course purchased from the Company is not satisfactory/not as described, then you may be entitled to a full or partial refund.

OTHER GENERAL TERMS

15. Liability and its Exclusion and Limitation

15.1 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Training Services. The entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Training Services, except as expressly provided in these terms.

15.2 The Company shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Training Service if this was due to any cause beyond the Company's reasonable control.

15.3 The Company will be responsible for ensuring that the trainer is provided with a solid and reliable internet connection for the delivery of online, public, scheduled courses.

15.4 The Client is responsible for ensuring that they have a reliable and stable internet connection for the duration of any online training service that they have purchased.

16. Insurance

16.1 The Company holds public liability insurance of £10,000,000 and professional indemnity insurance of £2,000,000. [Click here to view our insurance certificates.](#)

16.2 In the case of In-House Training, the parties shall carry public liability insurance for a minimum amount of £10,000,000 for each and every claim. [Click here to view our insurance certificates.](#)

17. Advertising

17.1 The Company may refer to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

17.2 The Company may store the names of the Delegates for the purpose of delivering the service and advising them of the availability of courses in the future.

17.3 No offer or discount can be used in conjunction with another offer or discount, unless agreed in writing by a Director of the Company.

18. Data Protection

18.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow the Company at all times to perform the Training Services without infringing any third-party rights.

18.2 The Company warrants to the Client that it will only use the Personal Data for the purposes of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data. Furthermore, the Company will destroy the Personal Data upon written demand from the Client where possible, and has in all respects complied with its obligations under the Data Protection Act 2018 and any amendments to or re-enactments thereof. [Click here to view our Privacy Policy.](#)

18.3 The Company is a registered organisation with the Information Commissioner's Office and holds a data protection certificate.

19. Intellectual Property

19.1 All intellectual property rights for all course material shall remain the property of the Company. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form or by any means — electronic, mechanical, photocopying, or otherwise — without prior permission in writing from the Company or the copyright owner.

20. Health and Safety

20.1 During the provision of the Training Services, all parties shall comply with all applicable health and safety legislation and codes of practice.

20.2 For practical courses, the Company reserves the right to refuse entry to any delegate without the PPE appropriate for the course. The Client may still be charged in accordance with 2.5.

20.3 In the event that the Training Services are provided at the Client's premises, the Client will ensure:

- That the Company's employees, servants or agents are safe at all times and all known risks must be clearly identified by the Client.

- That all relevant insurance policies are in place for the Client's site or offices and copies are available if requested by the Company.
- Any equipment owned or hired by the Client is in a safe working condition and fit for purpose.

21. Termination

21.1 Either party may terminate this Agreement by written notice:

- If the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved; and/or
- If the other party fails to remedy a material breach of the Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or
- If an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the party; and/or
- The other party threatens to cease to carry on business.

22. Assignment

22.1 This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

23. Force Majeure

23.1 Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event including Act of God, refusal of licence (other than as a result of any act or omission of the Company) or other Government act, fire, explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

24. Non-Solicitation

24.1 The Client shall not, during the term of this Agreement and for six months thereafter, entice or solicit for employment with it, or any other entity, any Trainer or Employee who has been engaged to provide the Training Services.

25. Entire Agreement

25.1 This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements,

agreements and representations whether written, oral or implied between the Client and the Company relating to the Training Services.

26. Agreement Amendments

26.1 Any amendments to this Agreement shall be in writing.

27. Effectiveness

27.1 This Agreement shall be effective upon signature by the parties or by requesting training services from the Company.

28. Third Parties

28.1 Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999, or any amendment to or re-enactment of it, to enforce any provision of this Agreement.

29. Law

29.1 This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.