



Kingfisher Access - Booking Terms and Conditions

By placing a booking, you confirm that you have read, understood, and accepted these terms and conditions.

Provisional Bookings Provisional bookings cannot be made on-line. However, you can provisionally book a place on a course by calling 0333 666 1881.

Payment *Generally:* Course fees need to be paid in advance. We will refuse admission to a course if the fees have not been paid. No Certificates or course reports will be issued until payment has been received in full. *Account Customers:* An invoice can be issued before the start date of the course with a relevant purchase order. *By Credit Card:* Payment must be received and cleared before the start of the course. *Delayed Payment:* This is by prior agreement only – please call us on 0333 666 1881. *VAT:* All prices quoted exclude VAT which must be paid in addition to the quoted price at the rate in force at the invoice date.

Joining instructions Kingfisher Access will not be held liable if the email address given at the time of booking was incorrect. If these have not been received prior to the course, please telephone 0333 666 1881.

Course Literature Course literature is copyright and may not be reproduced without permission.

Onsite training It is your responsibility to ensure that the training facilities and conditions are appropriate to the training provision. Kingfisher Access reserves the right to abandon/discontinue or rearrange the provision of training where such circumstances prevail that would affect the quality of training to be provided. In the event of cancellation/re-organisation, you are responsible for costs incurred.

Limits of Liability We will accept no liability for loss except where caused by our negligence. Losses will be limited to the contract value, and we will not be liable for further or consequential losses.

Attendance *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. *Non-Attendance:* If you do not attend a course, and you have not previously informed us, the full course fee remains payable. *Substitutions:* may be made at any time prior to the course start

date free of charge. *Exclusion:* We reserve the right to refuse access to our facilities and premises where there is reason to believe that a delegate is in breach of these conditions or where a delegate uses threatening, bullying, harassing or disruptive behaviour. We will not be liable for any losses or expense (including course fees and consequential damages) incurred by a delegate arising from such an exclusion.

Miscellaneous *Wellbeing:* You must inform us in writing of any medical or physical condition which may affect you or others carrying out the training safely. It is your responsibility to take appropriate medical advice that you are fit to take part.

Property Liability: We will not be held responsible for delegate's personal effects, including motor vehicle theft or any other damage whatsoever. *Smoking:* Our premises are non-smoking, and you are required to adhere to this policy.

Subcontract Instructors: We reserve the right to sub-contract the provision of training to our subsidiaries or associates, and such contractors shall be deemed as Kingfisher Access instructors.

Unforeseen circumstances *Cancellations:* Please note all bookings confirmed and then cancelled will be chargeable at 50%. Those cancelled within 5 working days before the date of training, will be 100% chargeable. Cancellations will only be accepted in writing. The date we receive the cancellation will be regarded as the date the cancellation has been made, and appropriate charges will apply.

Any amendments or refund may be subject to an administration charge of up to £25 + VAT.

If we cancel a course, individuals with confirmed bookings on that course will be offered alternative dates. If none can be provided, a full refund will be given.

Amendments: We reserve the right to alter or amend the advertised content of any course without notice to continuously provide a high-quality service or due to circumstances beyond our control. We will not be liable for any losses or expenses, including consequential, arising from any such alterations or amendments to the programme content and schedule including cancellation.

Disputes: In the event of any dispute arising in connection with this agreement, representatives of the parties will, within 14 days of a written notice from either Party to the other, attempt to resolve the dispute without recourse to legal proceedings.

If not resolved, either Party may propose to the other in writing that negotiations be entered into with the assistance of a mediator.

If the Parties accept the recommendations or otherwise reach agreement on the dispute, it will be recorded in writing and, once signed by the authorised representatives, will be binding.

If an agreement is not reached within 45 business days, then any dispute between them may be referred to Court.