



GEM Compliance Training - Booking Terms and Conditions

These terms and conditions form the basis on which you may use the services of GEM Compliance Training Ltd ("GEM", "we", "our", or "us"). By booking training courses, consultancy services, NVQs, online learning, or using our website, you agree to be bound by these terms and conditions.

If you have any questions regarding these terms, please contact:

GEM Compliance Training Ltd, 27–29 Chapel Street, Bradford, West Yorkshire, BD1 5DT

Email: info@gemcompliancetraining.co.uk / Telephone: 01274 752777

1. Formation of Contract

1.1 A legally binding contract between GEM Compliance Training Ltd and the customer is formed once we issue written confirmation of acceptance of a booking, order, or service request.

1.2 Bookings made online, by email, by telephone, or in person are all subject to these terms and conditions.

2. Services Provided

2.1 GEM Compliance Training Ltd provides, but is not limited to: Training courses; NVQs and qualifications; Online learning; Consultancy services; Health & Safety support services; Audits and inspections; Retained consultancy support; Workplace compliance services.

2.2 We reserve the right to amend, update, improve, withdraw, or substitute services where necessary.

3. Pricing and VAT

3.1 All prices quoted by GEM Compliance Training Ltd are exclusive of VAT unless otherwise stated.

3.2 VAT shall be charged at the prevailing UK rate where applicable.

3.3 Prices may be amended at any time without prior notice. However, confirmed bookings will retain agreed pricing unless additional services or amendments are requested by the customer.

4. Payment Terms

4.1 Payment may be required in full prior to commencement of services unless alternative payment arrangements have been agreed in writing.

4.2 Where invoices are issued, the standard payment terms are payment in full no later than 7 days prior to the scheduled course, service, or commencement date.

4.3 Alternative payment terms may be agreed at the discretion of GEM Compliance Training Ltd, particularly for account customers, repeat clients, larger

projects, consultancy retainers, or contracted business arrangements.

4.4 GEM Compliance Training Ltd reserves the right to suspend services, training delivery, online learning access, qualification processing, certification, or consultancy support where payments are overdue.

4.5 Certificates, qualification claims, cards, or regulated documentation will only be released once full payment has been received.

4.6 GEM Compliance Training Ltd reserves the right to recover any outstanding balances, administration costs, or reasonable recovery fees associated with overdue payments.

5. NVQ Instalment Payment Plans

5.1 GEM may offer instalment payment plans for selected NVQs and qualifications.

5.2 Instalment options may include: Full upfront payment; 50/50 payment plans; 25% upfront followed by 3 monthly instalments of 25%.

5.3 By enrolling onto an instalment plan, the learner agrees to complete all scheduled payments.

5.4 Where a learner enrolled on the 25% instalment plan completes their NVQ or qualification before all scheduled instalments have been paid, the remaining outstanding balance shall become immediately due and payable in full prior to certification being issued.

5.5 Missed or overdue instalments may result in: Suspension of assessor support; Suspension of qualification progress; Delayed certification; Removal from the qualification programme.

5.6 GEM reserves the right to recover unpaid balances where necessary.

6. Onsite and Group Training

6.1 Customers arranging onsite or group training are responsible for: Providing a suitable training environment; Ensuring delegates attend on time; Ensuring venue compliance where applicable.

6.2 Additional charges may apply for: Excessive travel; Accommodation; Venue hire; Specialist equipment requirements.

7. Consultancy Services

7.1 Consultancy services may include: Health & Safety support; Compliance advice; Audits; Inspections; Documentation support; Operational guidance; Retainer support packages.

7.2 Consultancy advice is provided based on information available at the time and does not remove the client's legal responsibilities.

7.3 Clients remain responsible for implementing recommendations provided by GEM.

7.4 Consultancy retainers may be subject to separate agreements outlining scope, response times, and included services.

8. Course Transfers and Cancellations

8.1 Public course bookings cancelled within 7 days of the course start date may be

non-refundable.

8.2 Onsite or group bookings cancelled within 7 days may be subject to full charges.

8.3 Transfers may be permitted at GEM's discretion.

8.4 GEM reserves the right to charge additional fees for repeated transfer or rescheduling requests.

8.5 Substitute delegates may attend in place of the original delegate subject to approval.

9. Course Attendance and Certification

9.1 Delegates must attend the full duration of the course where required by awarding body rules.

9.2 Failure to meet attendance requirements may result in certification not being issued.

9.3 Replacement certificates may incur additional charges.

9.4 Some qualifications and certifications may require refresher or renewal training.

10. UKATA and Refresher Training

10.1 Certain qualifications, including UKATA Asbestos Awareness, require periodic renewal.

10.2 GEM may contact delegates regarding renewal or refresher training opportunities.

10.3 Renewal reminders are provided as a courtesy only, and delegates remain responsible for monitoring qualification expiry dates.

11. Online Learning, Video Training and Blended Learning

11.1 Access to online learning platforms, video training, blended learning content, and digital course materials is granted for the period specified at the time of purchase or enrolment.

11.2 Learners undertaking blended learning courses must complete all required online learning, video training modules, pre-course learning, assessments, or e-learning requirements prior to attending any face-to-face training sessions where applicable.

11.3 Failure to complete mandatory online learning requirements before the scheduled face-to-face session may result in: Refusal of entry onto the face-to-face session; Course postponement; Delays to certification; Additional rebooking fees where applicable.

11.4 Login details and online learning access are issued for individual learner use only and must not be shared, copied, distributed, or used by any third party.

11.5 GEM Compliance Training Ltd reserves the right to suspend or terminate online learning access where misuse, unauthorised sharing, suspicious activity, or breaches of these terms are identified.

11.6 While GEM Compliance Training Ltd takes reasonable steps to maintain availability and functionality of its online learning systems, we do not guarantee

uninterrupted or error-free access at all times.

11.7 Learners are responsible for ensuring they have: Suitable internet access; Compatible devices; Appropriate software; Adequate cybersecurity protection; Stable connectivity to access online learning content.

11.8 GEM Compliance Training Ltd accepts no responsibility for: Learner internet connectivity issues; Device failures; Browser incompatibility; Local IT restrictions; Security settings; Firewall restrictions; Antivirus software conflicts; Hardware failures; User device performance issues; Third-party network outages.

11.9 GEM Compliance Training Ltd shall not be liable for loss of progress, interruption, delays, or inability to access online learning caused by issues outside of our reasonable control.

11.10 Online learning content, videos, downloads, assessments, and digital materials remain the intellectual property of GEM Compliance Training Ltd and must not be copied, recorded, reproduced, redistributed, or commercially reused without written permission.

12. Intellectual Property

12.1 All training materials, branding, videos, graphics, documents, online learning content, and course materials remain the intellectual property of GEM Compliance Training Ltd unless otherwise stated.

12.2 Materials may not be copied, reproduced, distributed, or commercially reused without written permission.

13. Liability

13.1 GEM shall not be liable for indirect or consequential losses including: Loss of profits; Business interruption; Loss of revenue; Loss of opportunity.

13.2 GEM's total liability shall not exceed the value of the services purchased.

13.3 Nothing within these terms excludes liability for death or personal injury caused by negligence.

14. Website Usage

14.1 We make reasonable efforts to ensure our website and online systems remain available and accurate.

14.2 We do not guarantee uninterrupted access.

14.3 Users are responsible for ensuring their own devices and systems are suitable and secure.

15. Marketing Communications

15.1 Customers may receive communications relating to: Course renewals; Refresher training; Service updates; Relevant promotions; Consultancy services; Industry updates.

15.2 Customers may unsubscribe from marketing communications at any time.

16. Force Majeure

16.1 GEM shall not be liable for delays or failures caused by circumstances beyond

reasonable control including: Severe weather; Illness; Venue issues; Technical failures; Government restrictions; Industrial action.

17. Amendments

17.1 GEM reserves the right to amend these terms and conditions at any time.

17.2 Updated versions will be published on our website.

18. Governing Law

18.1 These terms and conditions shall be governed by the laws of England and Wales.

18.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.