

JRS Training and Assessment - Booking Terms and Conditions

This page outlines the rules, guidelines, and legal agreements that govern your use of our services. By accessing or using our platform, you agree to comply with these terms.

Please read them carefully, as they contain important information about your rights, responsibilities, and how we manage our relationship with you. If you have any questions, feel free to contact us. We appreciate your trust and look forward to serving you!

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions.

- 'we', 'us' or 'our': is a reference to JRS Training and Assessment Ltd whose registered office is, 76 Lake Road, Poole, Dorset, BH15 4LN;
- 'you' or 'your': is a reference to the person to whom we are providing our Services (of any nature) and who is required to pay for the Services we provide;
- 'Services': means the assistance we will provide in connection with your requirements in relation to the completion of one or more NVQs or other such qualifications. The precise Services we will be providing to you will be stated in the quotation or as discussed with a member of the JRS team and as we agree or alter from time to time.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to writing or written includes faxes, text messages and e-mail.

1.6 Any obligation in these Conditions on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. LEGALLY BINDING CONTRACT

2.1 A contract between you and us will come into being in one of three ways:

- When you sign the agreement we and you will enter into a legally binding contract on the date you sign; or
- Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- Where you and we enter into a written agreement by virtue of text message, email or fax exchanges in relation to your confirmation that you wish us to provide our service then there will be a legally binding contract on the date of such agreement.

2.2 We suggest that before you sign the agreement or provide written agreement or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them, please ask us.

2.3 You should keep a copy of these terms and conditions for your records.

3. PROVIDING THE SERVICES

3.1 Once we and you have entered into a legally binding contract, we will normally start providing the Services to you within 48 hours or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

3.2 Our aim is to always provide you with the Services:

- Using reasonable care and skill;
- In compliance with commonly accepted practices and standards in accordance with our awarding bodies; and
- In compliance with laws and regulations in force at the time we are carrying out the Services.

4. PRICE AND PAYMENT

4.1 Payment for our Services is normally made in two ways, either:

- the full fee for any direct candidate NVQs or other services or an official company invoice for corporate bodies (with fees to be paid 30 days from end of month); or
- in a number of staged payments, often involving:
 - the payment of a minimum of 50% of the related fees before we commence performing the Services; and
 - the payment of the remaining amount we will be charging you in a number of fixed payments paid at regular periods (as per the payment plan issued to you with these conditions, if applicable).

4.2 Which option we will use will be advised to you in advance of proceeding with any Services and will be at our sole discretion.

4.3 All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently set.

4.4 If you fail to make payment by the date or time a £35+VAT admin charge will be added if the arrears are not cleared within 48 hours of the date due. This fee will be added to allow for accounts receivable functions in chasing the debt and will not be waived. Payment of this additional charge will be a condition of commencing or re-commencing any Services we are providing. You hereby agree that we can:

- charge you interest (at Bank of England base interest rate plus 8%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 30 days from the date of our invoice or when we asked you first to pay them; and/or
- if the outstanding balance for Services is not cleared on the date due and there remain some Services which we have not yet performed, then we may suspend performing the Services until you make payment. Services will only ever recommence once the debt has been cleared and it is a condition of the Service provision that said payment is made on time, each time.

4.5 You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. If you dispute the amount due, then you will provide notice not more than 5 working days after receipt of the invoice to you which shall be received in writing via post or email and must detail the dispute and the remedy sought. Certificates will not be issued whilst there is an ongoing dispute.

4.6 Once payment has been received we will provide you with full instructions on the completion of your course along with any relevant material, access details, contact information or other such details as we may feel relevant, we also reserve the right to provide further detail or amend any such detail from time to time.

4.7 We reserve the right to claim any defaulted balance through a 3rd party company. Any costs are for the candidates account. We will serve 30 days' notice should we proceed to claim through Northampton Small Claims Court and in such case, we will follow the requirements of the Pre-Action Protocol for Debt Claims.

4.8 In the event we utilise a 3rd party company or refer the matter to Small Claims Court, you will be liable for the full cost of recovery including all legal fees, court fees, expert fees, interest and damages.

4.9 Our course fees are fixed and payable as the list below subject only to such written agreement as we may provide from time to time and as is strictly approved in writing by one of our Directors:

- Health and Safety Awareness – £137+VAT
- Site Supervisor Safety Training Scheme £335+VAT (and Refresher) – £209+VAT
- Site Manager Safety Training Scheme £472.50+VAT (and Refresher) – £335+VAT

- NVQ 2 Diploma in Plant Operations (360 Excavator) – £788+VAT
- NVQ 2 Diploma in Plant Operations (Forward Tipping Dumper) – £788+VAT
- NVQ 2 Diploma in Plant Operations (Ride on Roller) – £788+VAT
- NVQ 2 Diploma in Removal of Hazardous Waste (Asbestos) – £900+VAT
- NVQ 3 – Occupational Work Supervision – £1,200+VAT
- NVQ 4 – Construction Site Supervision – £998+VAT
- NVQ 6 – Construction Contracting Operations (Gen) – £1,890+VAT
- NVQ 6 – Construction Site Management (BCE) – £1,890+VAT
- NVQ 6 – Construction Site Management (RES) – £1,890+VAT
- NVQ 7 – Diploma in Construction Senior Management – £2,100+VAT
- Other course – available upon request

Please Note: Prices above are based upon services provided by third party suppliers and are subject to change at any time.

5. WEB/EMAIL MAINTENANCE

5.1 From time to time we are required to maintain our websites and any learning platforms we may use. This may interrupt your study time; however, we will keep this to a minimum.

6. CANCELLATION OF OBSERVATION OR APPOINTMENT

6.1 Candidates who cancel the observation or any scheduled appointment will be charged in line with the below schedule of cancellation fees:

- Where less than 24 hours' notice has been provided – £300.00 plus any travel and accommodation fees.
- Where less than 48 hours' notice has been provided – £150.00
- Where less than 72 hours' notice has been provided – £50.00

6.2 Where cancellation fees are charged, these will be invoiced at the nearest possible opportunity and will be payable within no more than 30 days.

6.3 Should payment for the cancellation fees not be made within 30 days then the terms under section 4 will apply and services will be suspended until such time as a payment for the balance has been made.

6.4 We reserve the right to charge interest on unpaid cancellation fees once they are overdue for more than 30 days and this will be charged at the rate as mentioned in section 4.4.1.

6.5 Until such time as cancellation fees are brought up to date, we have no liability to provide any service, access to services, certification or confirmation whatsoever. Any cancellation of service provision will be brought to the attention of the Training and Development Manager before removing the candidate from any qualification they are registered upon.

7. SUITABILITY

7.1 It is your responsibility to ensure that any course selected by you is suitable for your requirements. You should have read and understood the course outline and met the necessary prerequisites before engaging our Services.

7.2 If English is not your first language you should ensure that your proficiency in both written and oral English is of a sufficient standard to enable you to meet the demands of any chosen course.

8. CHANGES IN THE COURSE

8.1 We cannot accept responsibility for changes to the availability or syllabus content of the accredited courses as set by the awarding body. Should your syllabus be phased out, at any time during your study or assessment period, we can only extend this to the last available date for which your course is valid.

8.2 We do not exclude or limit liability for our negligence or negligent omission which causes your personal injury or death and provide insurance for our public liability.

- We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

8.3 This clause shall survive termination of our contract with you.

9. DATA PROTECTION

9.1 We are registered with the Information Commissioners Office for Data Protection and will comply with the General Data Protection Regulation (GDPR) which comes into effect 25 May 2018. For more information on GDPR please see our Privacy Policy.

9.2 You acknowledge and agree that details of your name, address and payment record may be retained for use by us as per the agreement.

9.3 We may from time to time contact you with offers after an enquiry is made. Should you wish not to receive such offers please use the unsubscribe link at the footer of the e-newsletter or email info@jrstraining.com.

10. FULL CANCELLATION

10.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.

10.2 We do not have to accept your cancellation. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a

reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid any upfront fees, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than any upfront fee we have retained we will require you to pay for our losses and costs in excess of the amount retained. Cancellation must be put in writing 30 days prior to JRS Training explaining the reason for removing a learner from programme. Dismissal or the learner leaving the company shall not prohibit JRS from claiming the remaining balance from the employer.

10.3 Without limiting our other rights or remedies, we may terminate the contract with immediate effect by giving written notice to you if you:

- fail to pay any amount due under the contract on the due date for payment and fail to pay all outstanding amounts within 30 days after being notified in writing to do so; or
- commit a material breach of any of the terms of the contract and if such a breach is remediable fail to remedy that breach within 14 days of that party being notified in writing of the breach.

10.4 This clause 10.4 only applies if you are a consumer that has purchased the Services online or via the telephone.

- If you are a consumer, you have a legal right to cancel a contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 10.4.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want use the Services, you can notify us of your decision to cancel the contract and receive a refund. Advice about your legal right to cancel the contract under these conditions is available from your local Citizens' Advice Bureau or Trading Standards office.
- Your legal right to cancel the contract starts from the date your contract starts with us (as per clause 2.1), which is when the contract between us is formed. You have a period of 14 (Fourteen) days in which you may cancel, starting from the day after the contract starts.
- To cancel the contract, please contact us in writing to tell us by sending an e-mail to james@jrstraining.com or by sending a letter to our address as noted above. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. In the event of a customer cancelling within their 14-day period that all material (if any has been provided) must be returned to our office undamaged and at the customers expense before refunds will be issued. If you wish to keep any materials, you may do so, and we will deduct this from the refund along with an administration charge of £45.

10.5 In the event of cancellation we will levy the following charges against any deposit amount and if the total sum exceeds that which has already been paid then

we will issue an invoice for the balance as per clause 2 of these terms and will re-enforce payment accordingly:

- Registrations fees will be levied against any cancellation at the following rates:
 - Level 2 Plant – £87.00
 - Level 2 General Construction Operative – £87.00
 - Level 3 Occupation Work Supervision – £87.00
 - Level 4 Construction Site Supervisor – £87.00
 - Level 6 Construction Site Management – £119.00
 - Level 7 Construction Senior Management – £119.00

Please Note: Prices above are based upon services provided by third party suppliers and are subject to change at any time.

- Internal Quality Assurance costs of £250.00 will also be levied where utilised and appropriate. The Training and Development Manager and candidate will be notified in advance of the Internal verifier visiting the candidate to undertake a formative assessment with the assessor.
- Assessor costs per day or visit of £300 will be levied for each day or part thereof for which that assessor has worked on the service.

10.6 Following cancellation for whatsoever reason all costs will be reviewed and presented in an email format to you show the costs incurred along with any refund or further payment due and any such refund will be made in a maximum of 60 days from the date of said email.

11. CONTACTING EACH OTHER

11.1 If you wish to send us any notice or letter then it needs to be sent to JRS Training and Assessment Ltd, 76 Lake Road, Poole, Dorset, BH15 4LN and should be marked for the attention of Mr James Owen, Managing Director. If we wish to send you a letter or notice, we will use the address you have given in the agreement or any other email address provided for the purpose of communication.

11.2 We will contact you on a minimum monthly basis to check on your progress. Should you not respond to the contact email for 2 months we will consider your qualification to be 'Dormant' and will not contact you direct again and will wait for you to make contact.

12. CONTRACTS (Rights of Third Parties) ACT 1999

12.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions. The Maximum course is typically 6 months.

13. FORCE MAJEURE

13.1 We shall have no liability to you if we are prevented from, or delayed in performing obligations under the contract or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14. VARIATION

14.1 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

14.2 Subject to condition 14.1, no variation of the contract or these conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. SEVERANCE

15.1 If any provision of these conditions or the contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract shall not be affected.

15.2 If a provision of the contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

16. ENTIRE AGREEMENT

16.1 The contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

16.2 Each party acknowledges that, in entering into the contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Contract.

16.3 Nothing in this condition shall limit or exclude any liability for fraud.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18. LAW AND JURISDICTION

18.1 This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

19. DURATION/ACCESS

19.1 NVQ courses and assessment offered by JRS Training and Assessment Ltd should take no longer than 6 months to complete with regular progress, however we understand that with other commitments this period may extend. All courses therefore must be completed within a period not exceeding 12 months failing which a daily rate of £300+VAT (and expenses) will be applied to all assessor activities and attendance which will be payable in advance of further progress.

19.2 You therefore do warrant that should you fail to complete the course within a 12 month period you agree that JRS Training and Assessment Ltd have provided the full and complete services for which you have paid and understand your duty to further reimburse JRS Training and Assessment Ltd for their excessive time. JRS will write to the training and development manager where candidates are approaching the 12 month time period and are unlikely to complete. An action plan will be drawn up between all parties to gain commitment from the learner and company to ensure a timely completion.

19.3 Extensions to the period for completion will only be granted at the sole discretion of the company following receipt of written notice from you of the same.

20. CERTIFICATION

20.1 We will provide you with your hard copy certificate upon receipt. We will send it to your stipulated address as confirmed by email. If you do not receive your certificate within 14 days, you should notify us immediately so a free reprint can be ordered. Reprints requested after one month of claiming are subject to a fee as set by the individual awarding body and this will be passed onto you and the reprint released upon payment in full.

20.2 We will pay postage/Courier fees of up to £5 per student. Costs of postage exceeding this amount will be passed onto you for payment.