



Canning & Coyle - Booking Terms and Conditions

1. General

a. Canning & Coyle Training Centre (hereafter called The Company) terms of trade and conditions are contained in this document. Bookings are made and orders accepted subject to these Terms and Conditions. If any document placing an order on The Company includes or refers to other terms or conditions of contract, then these shall not apply unless agreed in writing by The Company. No addition to or variation of these conditions will bind The Company, unless it is specifically agreed in writing signed by an authorised officer of The Company.

b. These Terms and Conditions are between The Company and the individual, company or other commercial body (hereafter called The Client).

c. These Terms and Conditions will form the basis of all contracts with The Company, unless otherwise specified in writing by The Company. By signing or counter signing any contract, agreement or booking form you are confirming that you are authorised to do so and agree to both these terms and conditions and the specific conditions of the document being signed. In addition, any bookings previously confirmed by email will be considered firm orders irrespective of a signed booking form or contract and will be subject to the cancellation terms in paragraph 6.

d. The Company Reserves the right to vary these terms and conditions at any time and without notice the latest version of which will be available via The Company's web site or at the request of The Client.

2. Delegate Information

a. For training courses involving elements of a practical nature, delegates are required to provide their own personal protective equipment (in clean and working order) as detailed on the Joining Instructions sent with the booking form. Additionally, delegates must be physically fit to withstand the rigours of training; if there are any doubts relating to the fitness of delegates to undertake training, reference should be made to a General Practitioner. The onus is entirely on the delegate to ensure his or her fitness and suitability to undergo training and The Company cannot and will not accept any responsibility in this regard. Consumption of any alcohol or illegal substances is not permitted during training, nor should it

be consumed immediately prior to training. If there is any evidence of such, trainers are obliged to refuse to train the delegates.

b. If a course booking form is completed by someone other than the named delegate, it is the employer of the delegate's responsibility to ensure the delegates ability and suitability to attend the course and has the relevant experience.

c. Equipment must not be removed from the training environment. Any damage caused by wilful misuse or negligence will be invoiced to The Client.

d. Certificates of Training are issued and awarded at the discretion of the Assessor and then passed to the IQA for acceptance or rejection, only those delegates who successfully complete the course will be issued a pass certificate. Certificates are NOT issued purely for attendance unless otherwise agreed in writing prior to training being carried out and in which case they will be worded accordingly. All certificates remain property of The Company and The Company reserves the right to withhold delivery until payment has been made in full.

e. If any delegate has reading and writing difficulties and need to bring an assistant to help them, we must be for-warned so that we can let the Awarding Body know in advance.

f. Delegates are required to arrive at the training venue in good time and as advised on the booking form allowing prompt commencement of the course. Late arrivals are only admitted at the discretion of the trainer and may be refused, and in-turn will result in the course costs being invoiced in full to The Client. Clients will be charged in full for any delegates who fail to attend any part of a booking or test.

g. Travel and accommodation costs are the responsibility of the delegate.

h. Coffee and tea will be provided at the venue; however we do not have facilities to provide food so we advise that delegates bring a suitable meal with them depending on course duration.

3. Client Supplied Information

a. Should any information or data supplied to The Company for the provision of a price quotation or other agreement prove to be insufficient or inaccurate, The Company reserves the right to amend or cancel the quotation or other agreement. Should any such information come to light during or after the delivery of the service required, The Company reserves the right to amend the quotation or related invoice.

4. Course Prices

a. Unless otherwise indicated, written quotations are valid for 30 days and include taxes at the appropriate rate. Any special offer prices are valid for new bookings and from the release day of the offer only and cannot be applied retrospectively. Any special offers, however communicated, are only relevant for the event specified and cannot be transferred. Any preferential price agreements are only valid for the period specified on the agreement and for the course titles outlined within the agreement.

b. All errors and omissions are excepted. The Company reserves the right to vary any of its prices without prior notice.

5. Settlement Terms

a. Unless otherwise specified in the quotation or other agreement, invoices for goods or services are payable at the time of booking, payment must be made in full in pounds Sterling prior to commencement of training.

b. The Client shall not be entitled to make any deduction from price in respect of any set-off or counterclaim.

6. Cancellation and Postponement

a. The company accepts confirmation of bookings by email. Once confirmed the booking is firm, if The Client wishes to cancel or postpone the booking this must be made in writing and will be subject to the cancellation terms within this document and specifically below.

b. Failure of any element of a course or test that is a prerequisite for subsequent elements will result in part or all of the booking being charged in full. Additionally, failure to supply any prerequisite documents or comply with other requirements prior to the commencement of the course or test will result in part or all of the booking being cancelled and charged in full.

c. Events being delivered at a site specified by The Client must be suitable for the requirements of the event and meet any relevant approved codes of practice as set out by The Company or any related awarding body. Failure in the aspect of site suitability above may result in The Company cancelling the booking without notice and subject to the cancellation terms below.

d. The Company reserves the right to charge a cancellation fee in respect of any booking or contract. Any aspect of a booking, whether complete booking or individual delegate or test, cancelled less than four weeks before the earliest date of any element of the booking will be charged at 50% of the booking or contract price. Any aspect of a booking, whether complete booking or individual delegate or test, cancelled less than two weeks before the earliest date of any element of the booking will be charged at 100% of the booking or contract price. For funded

delegates with less than 14 days' notice of cancellation a fee of £100 will be payable.

e. Any delegate who fails to attend, is excluded from or refused entry to, any part of a booking or test (in accordance with the terms above) will be charged at 100% of the booking or contract price.

f. The Company will not be held liable for any costs incurred by The Client as a result cancellation of bookings or contracts for reasons beyond the Company's control.

g. Should it become necessary for The Company to postpone all or any part of a course due to circumstances beyond their control, then a mutually agreeable date will be chosen on which to complete the booking. The company will not be liable for any costs incurred by The Client for such actions.

h. If, due to extenuating circumstances, you are unable to attend any confirmed course you must inform The Company as soon as reasonably possible.

i. If you are unable to attend any confirmed course due to illness a doctor's note shall be required and provided to The Company as soon as reasonably possible.

Calendar days' notice before the start date of the course	Refund applicable
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29 calendar days or more	Full refund minus a £50 administration fee
Between 15 and 28 calendar days (inclusive)	50% refund minus a £50 administration fee
Between 1 and 14 calendar days (inclusive)	No refund will be given
Failure to attend	Treated as late cancellation and no refund given

j. In the event that the named delegate is unable to attend the confirmed course a substitute delegate may be accepted on condition that written notice has been provided with a suitable amount of notice prior to the course date. A £50 administration fee will apply to these changes.

k. In the event of insufficient delegates booked onto a course event The Company reserves the right to cancel or postpone the course until such time a suitable alternative date can be arranged.

l. In the event of The Company cancelling a course, we will endeavor to inform all delegates in a timely manner before the course is due to take place, although please be aware that due to extenuating circumstances this may not always be possible. All payments would either be refunded or carried forward to a future

booking as required. The Company accept no other cost incursions or consequential losses and will have no liability to reimburse any other costs, such as accommodation or travel.

m. In the event of cancellation due to circumstances of Force Majeure, i.e. war, fire, industrial action, civil disturbance, accident, tempest or any other circumstance beyond our control, The Company shall not be liable to issue any refunds.

7. Health & Safety

a. The Client shall use their best endeavors to ensure that any premises in which The Company's employees, servants or agents may have to work are safe and without risk to them. All known risks must be clearly identified and marked by The Client.

b. The Company reserves the right to refuse entry to any delegate without the personal protective equipment appropriate for the course and charge The Client in full as per the cancellation terms in paragraph 6.

c. The Client is solely responsible for ensuring all relevant insurance policies are in place and current for any event taking place on The Client's site. The Company reserves the right request evidence of insurance cover. Any equipment owned by or hired to The Client for use by delegates and or The Company's employees, servants or agents must be in a safe working condition and fit for purpose.

d. The Client must inform us if they are on any prescribed medication or drugs.

8. Data Protection and Privacy

a. Any information disclosed to us either directly or through The Company's web site, by whatever means will only be collected, stored and processed in accordance with the requirements of the business between The Company and The Client and as set on in our Privacy Policy.

9. Web Site Licensing, Access and Use

a. Use of The Company's web sites, includes viewing the website, making bookings, reviewing bookings, and transferring to links provided on the website. You may only establish links to this website with prior written consent from The Company. The copyright of the material contained on The Company's web site belongs to The Company

b. By using The Company's website, you agree not to access, monitor, or copy information for your own commercial benefit or the benefit of another party or to use any data mining, robots, spiders, scrapers or other automated data gathering

and extraction tools, without prior written permission. You also agree not to make any attempts to attack the infrastructure of the web site.

11. Applicable Law

c. English law shall apply, and any dispute shall be settled by English courts. These Terms and Conditions do not affect any statutory rights available to The Client.