

# TERMS AND CONDITIONS FOR BOOKING TRAINING COURSES

## 1. DEFINITIONS

- 1.1. "Company" means Concise Technologies Ltd, No 2 Royal Court, Gadbrook Park, Cheshire, Northwich, CW9 7UT.
- 1.2. "Client" means the individual or organisation identified in the Booking Form.
- 1.3. "Date(s) for the Course" means the date(s) upon which the Course is to take place as set out in the Booking Form.
- 1.4. "Participant" means the members of the Client's staff who are to receive the Course as set out in the Booking Form.
- 1.5. "Trainer" means the person delivering the Course.
- 1.6. "Training Location" means the place at which the Course is to be delivered by the Company.
- 1.7. "Course" means one of the training Courses available from the Company and as detailed on the Booking Form.
- 1.8. "Contract" means a contract for other Company Support Services other than for Courses.
- 1.9. "Joining Instructions" means instructions sent to the participant prior to attending a Course. These detail times, links to Course outline, Course pre-assessment, agenda and directions to the Company.
- 1.10. "Agreement" means these terms and conditions and the Company's acceptance of the Booking Form.

## 2. COURSE AND LOCATION

- 2.1. The Company will deliver the Course on the Date(s) specified within the Booking form and in accordance with these terms and conditions.
- 2.2. The Training Location is specified as the Concise Training Academy Suite at the Company's address.
- 2.3. The Course will run from 9.30am until 4.30pm, exact times are specified in the joining instructions. The training suite is open from 9.00am for registration and refreshments.

## 3. TRANSFERS, CANCELLATION AND POSTPONEMENT

### 3.1. By the Client

- 3.1.1. Notification of any cancellation or transfer by the Client must be made in writing or by email to the Training Manager at the Company's address or by email using [trainingacademy@concise.co.uk](mailto:trainingacademy@concise.co.uk).

- 3.1.2. If the Client identified in a Booking Form wishes to cancel a whole Course, where the candidates are all from the Client, the Company reserve the right to impose the following charges:

Days' notice of cancellation prior to the commencement of the Course	Charges
More than 14 days	No charge
less than 14 days	Charged in full

- 3.1.3. If a participant identified in a Booking Form wishes to cancel or transfer to another Course, the Company reserve the right to impose the following charges:

Days' notice of cancellation / transfer prior to the commencement of the Course	Charges
More than 72 hours	No charge
Less than 72 hours	50% charge
Does not attend	Charged in full

- 3.1.4. A suitable substitute participant may be provided at no extra cost. The Company being sole determinant of such suitability.

### 3.2. By the Company

- 3.2.1. A Course is subject to cancellation by the Company if there is less than 2 bookings on a course.
- 3.2.2. An alternative date for the Course will be organised by the Company at the Client's request.
- 3.2.3. All participants will be offered alternative courses, credits or refund.
- 3.2.4. The extent of liability for cancellation of Courses is limited to the amount received from the Client in payment for the Course.

## 4. PARTICIPANTS LIABILITY AND SUITABILITY

- 4.1. The Client accepts full responsibility for the conduct of its participants whilst on the Company's premises and undertakes to indemnify the Company against material damage and/or personal injury to the Company, its servants, agents or property as a result of actions or defaults whilst attending the Course.
- 4.2. Participants shall act reasonably throughout the training. The Company may remove a participant from a Course, where, in the opinion of the Trainer, which shall be final, the participant is behaving unreasonably.
- 4.3. Participants shall arrive on time for registration and before the start of the Course.

4.4. Course outlines and descriptions are available from the Company website <https://www.concise.co.uk>. It is recommended that each participant read the Course outline to ensure that the Course meets their needs and that they are suited to attend.

4.5. A Course pre-assessment is available to ensure that the Course is suitable. Details on request.

4.6. The Client must ensure prior to the start of the Course that the participant/s are suitable and verify that the Course content is appropriate.

## **5. BOOKINGS**

5.1. No bookings will be confirmed as accepted until such time as the Company is in receipt of a fully completed booking form and payment for the course.

5.2. The Client will be invoiced once a booking form has been received.

## **6. PAYMENT**

6.1. The invoice needs to be paid by the Due Date indicated on the document.

6.2. Payment of a course is in advance.

6.3. A course can only be purchased if the Client is already an existing customer of the Company.

6.4. Credits are non-refundable. Credits last for 12 months from the date of purchase. This includes CMS+ agreement credits.

6.5. All prepared Course materials, use of training equipment, Course certificate and refreshments are included in the cost of the Course with a light lunch provided on a full days training.

## **7. METHODS OF PAYMENTS**

7.1. By Internet/BACS payments: please refer to your invoice for required information

7.2. By Cheque: please send a cheque for the amount detailed on the invoice ensuring the invoice number is detailed on the back.

## **8. WARRANTY AND QUALITY**

The Company warrants that in carrying out the Course it has and will exercise all reasonable skill and care to be expected of a professional experienced in such work.

## **9. HEALTH AND SAFETY**

The Company shall comply with all applicable health and safety legislation and codes of practice.

## **10. FORCE MAJEURE**

Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement 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.

## **11. NON-SOLICITATION**

The Client shall not during the term of this Agreement and for 6 months thereafter, entice or solicit for employment with it or any other entity any employee of the Company.

## **12. ENTIRE AGREEMENT**

This Agreement is a complete statement of the legally binding agreement between the parties supersedes all previous arrangements, Agreements and representations whether written, oral or implied between the Client and The Company relating to the Course.

## **13. AGREEMENT AMENDMENTS**

Any amendments to this Agreement shall be in writing or/by email. The Client must ensure that the Company has up to date contact information.

## **14. EFFECTIVENESS**

This Agreement shall be effective upon booking of the Course.

## **15. LAW**

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