

# **TERMS & CONDITIONS OF BOOKING**

#### 1. Definitions

- i. "Company" shall mean the employer of the delegate or the company entering into this agreement for training.
- ii. "Course" shall mean any course of training arranged by Birmingham Electrical Training (BET).
- iii. "Delegate" shall mean any person accepted on a course of training with BET.
- iv. A course will have commenced when the first scheduled session is conducted.
- 2. Registration
- i. Registration on a professional training course must be made by completing a booking form provided by BET. ii. Registration must be completed by a delegate and/or company before a course place can be allocated.
- iii. Registration will be deemed to have been accepted only when confirmed in writing by BET.
- iv. BET reserves the right to refuse any registration without supplying a reason
- 3. Pavment
- i. By credit/debit card: A member of BET will contact you to obtain the required card information when processing the booking form.
- ii. By BACS: A BACS remittance advice or similar should accompany each application form. BET bank details: Sort Code: 30-00-03
  - Bank: Lloyds Bank
    - A/C Name: Birmingham Electrical Training
- iii. Please note, BET do not accept cheques as a form of payment.
- iv. Cleared payment must be received 4-weeks prior to the start of the course.

v. For City & Guilds 2396 course and examination: full payment is required 4-weeks prior to the start of the course. No refund will be awarded after this time period.

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- vi. BET reserves the right to re-allocate course places to other delegates if fees are not paid on time.
- vii. Bookings will not be processed until cleared payment has been received. BET reserves the right to pursue its legal options in the case of
- default on payment and to recover reasonable administration costs.
- xiii. For all courses payment is required at the time of booking. 4. Cancellation or alternatives

Should BET find it necessary to cancel or reschedule any course, the delegate will be offered an alternative course or a full refund.

- ii. BET reserves the right to provide an alternative venue and suitably qualified presenter or instructor to those originally published.
- iii. Delegates may be substituted without penalty provided written notice is received prior to commencement of the course

### 5. Cancellation fees

i. External examinations (City & Guilds): Once the delegate has been enrolled onto an examination substitutions cannot be made and the fees are non-refundable/non-transferable

ii. Should the delegate or employer cancel, BET reserves the right to charge a fee. If the delegate wishes to cancel their booking after confirmation they must call BET immediately to notify them of their intention. If the delegate cancels a booking after confirmation BET shall retain any deposit or deposits paid and a Cancellation Charge shall be applied to any outstanding balance as detailed below:

- 4 weeks (or more) prior to course start date: £25.00 + VAT administration, plus £60.00 + VAT registration fee if applicable. - 2-4 weeks prior to course start date: 50% refund of course fees.

  - Within 2 weeks of course start date: Non-refundable, course fees non-transferable
- iii. Should the delegate or employer wish to transfer to an alternative date, there will be a transfer fee of £75.00 + VAT.

## 6. Bookings

i. It is the delegate's responsibility to ensure the training course is suitable for their purpose.

ii. The trainer has the right to refuse entry to any delegate who fails to arrive at the correct venue, or on the correct date or time, or who in their opinion is unfit to take the course, or whose conduct or behaviour is disruptive. The decision of the trainer on the suitability of the delegate to complete the course shall be final and binding.

iii. Any delegate, who fails to arrive at the correct venue, or on the correct date and time, will be deemed to be a cancellation. Fees already paid will not be refunded in these circumstances. No alternative course dates will be offered.

iv. Joining instructions and directions to the venue will be sent out once payment has been received. Course material will be provided on the first day of the course. Where applicable, a short end-of-course assessment will be undertaken and a certificate will be provided upon successful completion.

#### 7. Certificates

i. Due to the high cost of replacing lost certificates BET will retain the delegate's certificate at BET's offices for the delegate to collect. Alternatively BET can post the certificate by Recorded Delivery to the delegate at a cost of £3.00, or will post it free of charge, 2<sup>nd</sup> Class Signed-For. ii. If the certificate is lost in the post BET cannot accept any responsibility. Cost of replacement certificates will be borne by the delegate at a cost

## of £50.00

8. Copyright

I. BET reserves the proprietary rights on all course notes and material provided for a company or delegate and no part of any course notes or material may be reproduced or transmitted in any form or by any means electronic mechanical photocopying recording or otherwise or stored in any retrieval system of nature without the written permission of BET.

### 9. Warranties and Liabilities

i. BET warrants that the courses will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with generally accepted industry standards and accreditation, wherever appropriate, and within the times referred to in the registration form.

ii. BET shall have no liability to the company for any loss, damage, costs, expenses or other claims for compensation arising from any course material or instructions supplied by the Company which are incomplete, incorrect, inaccurate, illegible, out-of-sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Company. iii. BET does not accept responsibility for any claims for consequential loss suffered by the delegate and/or the company following the

cancellation or postponement of a course/s.

iv. The liability of BET for the cancellation or postponement of any course/s shall be limited to the course fees.

v. The liability of BET for any expense, loss, cost or damage of any kind whatsoever whether direct, indirect or consequential (apart from personal injury or death) arising out of any action of proceedings relating to any services or equipment provided in accordance with the course shall be limited to the total amount of fees charged in respect of the course.

vi. BET shall not be liable to the Company or be deemed to be in breach of Contract by reason of any delay in performing or any failure to perform, any of BET's obligations in relation to the course, if the delay or failure was due to any cause beyond BET's reasonable control. vii. BET is unable to offer refunds or cancellations arising from events outside of its control including adverse weather conditions, flooding or industrial action

# 10. Dietary requirements

i. BET are unable to cater for vegan, gluten free or other special dietary requirements. If the delegate has a dietary requirement, please be aware they will need to bring their own food, and a price reduction of £3.00 per day will be applied to the cost of the course.