



## Standard Terms & Conditions (2015)

Now u Know Training Ltd accepts bookings through our website, by Online orders, telephone, email and face to face. In making bookings clients accept these 'Terms and Conditions' and 'Bookings and Cancellation Policy' as laid out below.

### 1. The Contract

- 1.1 The terms and conditions set out here, together with the booking request or PO raised against a quotation comprise of your agreement with Now u Know Training Ltd (NUK). This agreement shall prevail over any marketing material or any electronic, written or oral representation made to you by NUK, its employees or agents.
- 1.2 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom practice or course of dealing.
- 1.3 Any quotation given by NUK shall not constitute an offer, and is only valid for the period of 90 business days from its date of issue – unless a date has been specified on the quotation document addressed to the customer.

### 2. Supply of Service

- 2.1 NUK agree to provide you with the training course indicated on the booking confirmation. The course includes all necessary tuition and supervision in order for you or your employee to complete the course and obtain the relevant course certification or qualification, provided the course is attended without interruption.
- 2.2 NUK shall use all reasonable endeavors to meet any performance dates requested, but any such dates shall only be secured when payment is received or in the case of customers with a credit account, when an official PO has been raised.
- 2.3 Whilst NUK continuously monitors the quality of course delivery by appointed Training Providers, we cannot directly assume any responsibility or liability for the actions, products and services of providers and any other third parties. We will however, do everything practically possible to resolve the any quality issues arising from your training course.
- 2.4 When NUK undertake the training at a client's premises:

- 2.4.1 The client will provide adequate quantities of materials and tools for the persons attending the training course
- 2.4.2 The client will provide suitable premises or site in order for the course to be undertaken in a safe manner
- 2.4.3 NUK or its appointed training provider, has the right to reject the equipment, materials or training area if they consider it unsatisfactory in the view of safety. In extreme circumstances, this could lead to a course cancellation without a refund.
- 2.4.4 The requirements will be supplied to the client prior to the course start date to ensure that they have the full information as to the requirements.
- 2.4.5 Whilst NUK and its appointed training provider will exercise reasonable care to ensure that there is no damage to the customer's premises or equipment, NUK accept no responsibility for damage to such premises/equipment howsoever arising.

### **3. Payments and Charges**

- 3.1 The charges for the training shall be as set out in the official quotation sent from an NUK representative.
- 3.2 Payment terms
  - 3.2.1 New client/noncredit accounts:
    - 3.2.1.1 Payment is required in advance of the training taking place:
    - 3.2.1.2 For on-line courses, payment is required at the point of order
    - 3.2.1.3 For tailored/open courses, payment is required no later than 7 days ahead of the training date. Failure to make payments within these timescales will result in the cancellation of the booked course.
  - 3.2.2 Credit Accounts:

Accounts will be subject to a trading payment history and credit check and are at the sole discretion of NUK.

    - 3.2.2.1 Payment is required 30 days from date of invoice
    - 3.2.2.2 For online courses, payment is required at the point of order.
- 3.3 NUK will be entitled to charge the client for any additional expenses reasonably incurred by the individuals whom they engage with including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of any materials. All additional charges will be made clear in the order confirmation or on the occasion that the additional expense is incurred.
- 3.4 In the unlikely event that invoices are not settled in full in accordance with these terms, NUK reserves the statutory right to charge interest under the Late Payment of Commercial Debts Regulation 2013 and the guidelines published by The Better Payment Practice Group.
- 3.5 The client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the client

shall not be entitled to assert any credit, set-off or counterclaim against NUK in order to justify withholding payment of any such amount in whole or in part. NUK may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

#### **4. Bookings**

- 4.1** No booking will be accepted without the receipt of a PO from the client.
- 4.2** All course bookings are subject to availability. The website is updated periodically due to the dynamic nature of our business. Course information can only be confirmed when you have received your course confirmation containing your joining instructions and in the instance of noncredit accounts, once payment has been authorised and collected.
- 4.3** All prices quoted are exclusive of VAT which will be charged at the current ruling rate.
- 4.4** All fees will be clearly outlined during the booking process.

#### **5. Cancellations or variations**

- 5.1** We reserve the right to make changes after we have entered into the contract. However, if we have to make major changes to the course you have booked: which includes change of venue, or certifying body or significant change in the duration or date of commencement, you will be offered the following options;
  - 5.1.1 Accept the new course, venue or date offered by us, or
  - 5.1.2 Cancel your course and receive a full refund of all monies paid
- 5.2** NUK will endeavour to inform the client of any required course cancellations or variations.
- 5.3** You must notify us within five days of our offer of an alternative course and if you do not we will take it as your acceptance of the alternative course.
- 5.4** NUK and its training suppliers may vary the course modules from time to time to take account of new regulations or requirements of certifying bodies.
- 5.5** We will notify you only if the change is material, or constitutes a major change as above, if there are additional costs you agree to be liable for this cost.
- 5.6** All cancellations by the client must be made in writing by either letter or email prior to the commencement date of the course.
- 5.7** Cancellation fees for training course or places cancelled for whatever reason will incur the following charges:

<b>Written Notice Given</b>	<b>Refund Applied</b>	<b>Administration Fee</b>
More than 21 working* days	Full Credit	None
14 – 20 working* days	50%	£25 plus VAT
7-13 working* days	25%	£25 plus VAT
Less than 7 working* days	No Credit	£25 plus VAT

\*Monday to Friday

If any expenses are incurred, they will be charged back to the client in full.

- 5.8** In the event of non-attendance, NO refund will be given.
- 5.9** Substitute delegates will be accepted at any time at the discretion of NUK Ltd. An administration charge of £25 will occur
- 5.10** NUK accepts no responsibility for the personal views or opinions as expressed by the trainers or any other persons at the event.
- 5.11** Although every effort has been made to ensure the accuracy of information contained within our literature and materials, including any course descriptions, we do not accept responsibility for any errors or omissions.
- 5.12** NUK may use the personal data that you provide for the purposes of administration (including delegate registration and recording of qualifications), statistical analysis, customer services and keeping you and / or a delegate informed of our products and services. Similarly, we may use information from customer feedback forms for marketing purposes. If you do not wish us to use the information in this way, we must be informed in writing.
- 5.13** Certificates may not be available on our website until payment agreement has been reached. Only certificates that carry a wallet sized card will be placed in the post.

## **6. Attending the course**

- 6.1** Normal course times will be notified to you prior to the course commencement.
- 6.2** The candidate is responsible for travel to and from the training centre.
- 6.3** Late arrival may lead to exclusion from the course if the trainer decides that it will disrupt the course that has already commenced.
- 6.4** No disruptive, threatening or violent behaviour will be tolerated against any employee of NUK, or it's suppliers or any other student.
- 6.5** A breach of this provision may result in the immediate removal from the course without reimbursement.

## **7. Complaints**

- 7.1** A customer complaint can be any expression of dissatisfaction relating to the products or services that we provide; complaints may be reflected in poor customer feedback, in person, by letter, e-mail, fax or verbally whilst at the customer's premises.
- 7.2** All complaints will be recorded and investigated fully in a timely manner by NUK.
- 7.3** The customer shall be given the opportunity to state how they would like the situation to be resolved. Now U Know Training will inform the customer of the investigation outcome and the proposed corrective measures.

## **8. Limitation of Liability**

- 8.1** We do not control the day to day operations of our training suppliers and therefore accept no responsibility to any act they perform which is outside the scope of their duties
- 8.2** We accept no responsibility if you suffer death or injury while on a course
- 8.3** We cannot accept any responsibility for any consequential or indirect loss you suffer.

## **9. Privacy**

- 9.1** We do not store credit card details nor do we share customer details with any 3rd parties
- 9.2** We are registered with the Information Commissioners Office (ICO number: ZA132471) and will comply with the terms of membership.

## **10. Applicable Law and Jurisdiction**

- 10.1** These terms and conditions are governed by and construed in accordance with English Law.

## **11. Changes to Terms and Conditions**

- 11.1** These terms and conditions may be updated from time to time, and the terms and conditions prevailing at the time of booking will apply.