

## Terms & Conditions of Business

Project Skills Solutions Ltd accepts bookings through our website, by telephone and email. In making bookings clients accept these 'Terms and Conditions' and 'Bookings and Cancellations Policy' as laid out below.

### 1. THE CONTRACT

- 1.1. The terms and conditions set out here, together with the booking form or PO raised against a quotation comprise of your agreement with Project Skills Solutions Ltd (PSS). This agreement shall prevail over any marketing material or any electronic, written or oral representation made to you by PSS, it's employees or agents. However, the contract is not completed until the receipt of payment as outlined in sections 3.1 or 3.2 below. Please check carefully the joining instructions. Any error should be brought to our attention immediately or else the contents will be presumed to be correct.

### 2. THE COURSE AND OUR OBLIGATIONS

- 2.1. PSS agrees to provide you with the training course indicated on the booking form. The course includes all necessary tuition and supervision in order for you to complete the course and obtain the relevant course qualification, provided you attend the course without interruption. Whilst Project Skills Solutions Ltd 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 any quality issues arising from your training course.

#### 2.2. Training at client premises;

- 2.2.1. The client will provide adequate quantities of materials and tools for the persons attending the training course.
- 2.2.2. The client will provide suitable premises or site in order for the course to be carried out in a safe manner
- 2.2.3. The training provider has the right to reject the equipment, materials or training area if they consider is unsatisfactory in the view of safety. In extreme circumstances this could lead to the course cancellation without a refund.
- 2.2.4. The requirements will be supplied to the client prior to the course start date to ensure that they have full information as to the requirements.

### 3.0 PAYMENT

#### 3.1 Non Company Bookings

- 3.1.1. No booking is confirmed until receipt by PSS of the full payment. Please note that places are limited and precedence will be given to bookings accompanied by full payment
- 3.1.2. Places on courses and dates requested on enquiry are the availability at that time and cannot be confirmed, held or guaranteed until full payment has been received
- 3.1.3. Online bookings placed are only confirmed on receipt of the e-mail confirmation with joining instructions.

#### 3.2. Company Bookings

- 3.2.1. Account Clients. No booking is confirmed until receipt by PSS of a company P.O for the quoted course and confirmation by PSS of availability. Accounts will be subject to a trading payment history and credit checks and are at the sole discretion of PSS.
- 3.2.2. Non Account Clients. The full payment for the course cost is due 28 days in advance of the start date, and if full payment is not received by that date PSS reserves the right to cancel or change your booking without further notice or refund.
- 3.2.3. Places on courses and dates requested are correct at the time of enquiry but cannot be held or confirmed or guaranteed until full payment has been received.

- 3.3. All prices quoted are exclusive of VAT which will be charged at the current ruling rate.

- 3.4. All fees will be clearly outlined during the booking process.

### 4. CANCELLATION AND ALTERATION BY PSS

- 4.1. Although rare, sometimes we may need to cancel with notice or on the day of the course or reschedule courses. 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 have the following options:

- 4.1.1. Accept the new course, venue or date offered by us, or
- 4.1.2. Cancel your course and receive a full refund of all monies paid for the course only; we are not liable for any additional costs incurred if you have booked accommodation, travel or leave from work.

- 4.2. You must notify us within five days of our offer of an alternative course and if you do not we will take it as you acceptance of the alternative course.
- 4.3. PSS reserves the right to make amendments to the published program, where such changes are necessitated by factors beyond our control
- 4.4. PSS and its training suppliers may also vary the course modules from time to time to take account of new regulations or requirements of certifying bodies.
- 4.5. We will notify you only if the change is material, or constitutes a major change as above, if there is an additional cost you agree to be liable for this cost.

### 5. CANCELLATION BY YOU

- 5.1. All cancellations must be made in writing by either letter or email prior to the commencement date of the course
- 5.2. Cancellation fees for training courses or places cancelled for whatever reason will incur the following charges;

Written Notice Given	Fees Applied	Refund Given	Administration Fee
15-21 working days inclusive	40%	60%	None
0-15 working days inclusive	100%	None	None

- 5.3. In the event of non-attendance NO refund will be given for whatever reason.
- 5.4. If the time of booking is within the above notice periods i.e. last minute the booking is immediately subject to the cancellation terms above even if payment has not been received i.e. BACS, cheques etc.

### 6. RESCHEDULING BY YOU

- 6.1. If the request is before 21 days PSS will endeavor to accommodate the request to reschedule but cannot guarantee a suitable alternative date. No rescheduling is possible from 21 working days prior to the course start date for whatever reason and will incur cancellation fees as per the table above (5.2).

### 7. DELEGATE NAME CHANGES

- 7.1. We will accommodate a candidate name change prior to course commencement without charge should this be required on a paid course. *Please Note: It is the customers' responsibility to make sure that the delegates name is correct.*

### 8. ATTENDING THE COURSE

- 8.1. You will receive an e-mail within 1 working day with your course joining instruction with all the details required for your course attendance through our automated system. You are required to check and notify us if you do not receive these (check Junk mail) or require any clarification within 1 working day of you booking the course.
- 8.2. You are responsible for travel to and from the training centre and should make adequate travel plans to arrive before the start time.
- 8.3. Late arrival may lead to exclusion from the course if the trainer decides that it will disrupt the course that has already commenced and will be fully chargeable.
- 8.4. Nonattendance of the course or training day will be fully chargeable for any reason.
- 8.5. Candidates attending courses are responsible for the submission of all required course work, assignments etc. by the advised date.

### 9. OUR LIABILITY TO YOU

- 9.1. We do not control the day-to-day operations of our training suppliers and therefore accept no responsibility for any act they perform which is outside the scope of their duties to us
- 9.2. We accept no responsibility if you suffer death or injury while on a course
- 9.3. We cannot accept responsibility for any consequential or indirect loss you suffer, even as a result of a breach of duty on our part in contract or tort.

### 10. COMPLAINTS

- 10.1 If a problem or issue arises whilst you are on your course, you must raise it with the training supplier or PSS immediately on the day of the training and every effort will be made to address this in a timely manner. If you fail to notify us of your complaint while on the course PSS will be unable to rectify the problem.

### 11. DISRUPTIVE BEHAVIOUR

- 11.1 No disruptive, threatening or violent behavior will be tolerated against any employee of PSS or its suppliers or any other student.
- 11.2 A breach of this provision will result in your immediate removal from the course without reimbursement.

### 12. PRIVACY

- 12.1 We value your privacy and any personal information disclosed to us through our website, over the telephone, email or in any other way will be collected, stored and processed as set out in our Privacy Policy.

### 13. APPLICABLE LAW AND JURISDICTION

- 13.2 These terms and conditions are governed by and construed in accordance with English law. Access if further conditional on your agreement that any

dispute or matter which arises will be dealt with by the Court of England and Wales only to the exclusion of the Courts of any other country.

#### 14. CHANGES AND UPDATES TO THESE TERMS AND CONDITIONS

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

#### 15. E- LEARNING

#### 16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Ownership: Project Skills Solutions or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs (whether registered or unregistered) in and to all Course Materials. You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in and to the Website and/or the Courses or any Course Materials and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.
- 16.2 Limited Licence: Except as otherwise expressly stated on the Website or in the Course Materials, the Courses, and the Course Materials are supplied for your private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Course Materials and/or the Website is strictly prohibited without the express prior written consent of Project Skills Solutions.
- 16.3 Software: Your use (including downloading) of any content or software in connection with the Courses is governed by the terms of the end user licence agreement (if any) which accompanies or is included with such content and/or software. You may not install or use any content or software that is accompanied by or includes a licence agreement unless you first agree to the terms of such licence agreement. You agree that the licensor of any software obtained via us and used by you in connection with the Courses shall have the right (in terms of the Contracts (Rights of Third Parties) Act 1999) to enforce the terms of that licence directly against you. For any content or software not accompanied by a licence agreement, Project Skills Solutions hereby grants to you a revocable personal non-transferable licence to use the content or software for viewing and otherwise in accordance with these Terms.
- 16.4 Trade Marks: The display of any trade names or trademarks on the Website or in any of the Course Materials does not imply that any licence has been granted to any third party in respect of the same. All other product or company names, devices, logos, icons, graphics or designs referred to on the pages of the Website or in any of the Course Materials are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners. Project Skills Solutions intends no infringement of such trademarks. The appearance or absence of products, services, companies, organisations, home pages or other websites on the Website or any of the Course Materials does not imply any endorsement or non-endorsement thereof by Incisive Training.
- 16.5 Search Programs: The deployment within the Website of any spider, robot, web crawler or other automated query program is forbidden except as may be necessary to identify the existence and general nature of the Website for ordinary internet search engine purposes.
- 16.6 Reservation of Rights: All rights not expressly granted to you under these Terms are reserved to Project Skills Solutions.
- 16.7 Project Skills Solutions will retain copyright on all authored material, unless otherwise agreed.

#### 17. USE OF THE WEBSITE AND COURSES

- 17.1 Computer System: You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Courses and/or the Website, is compatible with the Courses and/or the Website and is capable of running the Courses and/or the Website content. You must not attempt to interfere in any way with the proper working of the Website and/or the Courses and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.
- 17.2 Course Changes: Project Skills Solutions e-Learning reserves the absolute right to update, alter, suspend or discontinue any aspect of the Courses and/or the Website including your use of and/or access to it.
- 17.3 Uptime & Links: Project Skills Solutions will endeavor to make the Website and the Courses available but cannot guarantee that the Website and/or the Courses will operate continuously or without interruptions which could affect use of the Website and/or the Courses. The Courses and/or the Website may provide links to other websites, which are not under the control of Project Skills Solutions. Project Skills Solutions shall not be responsible in any way for the content of any such other websites. You acknowledge that Project Skills Solutions provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by Project Skills Solutions.

#### 18. USER REGISTRATION

- 18.1 Registration: In order to access and use the Website and/or the Courses, you are required to complete the applicable registration form ("the Registration Form") and to submit the same to Project Skills Solutions e-Learning. The information requested to be provided on the Registration Form must be current, complete and accurate. Registration is subject to acceptance or refusal by Project Skills Solutions e-Learning at its sole discretion. By registering you warrant and represent that you can form binding contracts under applicable law.

18.2 Passwords: You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the Website and/or the Courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account. You must notify Project Skills Solutions e-Learning immediately of any unauthorised use of your password or any other breach of security regarding the Website and/or the Courses which comes to your attention. Project Skills Solutions e-Learning will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by Project Skills Solutions e-Learning as a result of someone else using your password or account.

#### 19. POSTING AND CHAT FACILITIES

- 19.1 Posted Materials: The following provisions apply to your use of any facilities which enable you to post or send text, graphics, audio-visual or other material ('Material') on the Website or to send Material to other users of the Website via e-mail, chat room, bulletin boards or other means.
- 19.2 Representations concerning Material: By submitting Material to the Website or to other users of the Website you (a) represent that you are entitled to do so; (b) grant us a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that Material in any form, anywhere; and (c) authorise us to adapt the relevant Material in the course of doing so, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the Material in question. Except as provided by the Data Protection Act 1998, Project Skills Solutions e-Learning shall not be subject to any obligation of confidentiality with regard to Material posted by you.
- 19.3 Excluded Materials: You agree not to send Material to the Website or to other users of the Website which (a) might infringe the intellectual property or other rights of any person or entity, (b) might breach any applicable law (c) constitutes advertising or any form of unsolicited commercial communication (d) might cause damage or denial of use to any hardware or software, or (d) might be defamatory, profane, obscene, sexually oriented, racially offensive, harassing, threatening, abusive, 'flaming', false, misleading or otherwise objectionable in our opinion ('Excluded Material'). We reserve the right to delete any Excluded Material placed by you on the Website.
- 19.4 Our responsibilities in relation to Excluded Material: You accept that we do not have the resources to screen the Website for any Excluded Material posted by third parties and that we shall be under no liability in respect of such Excluded Material. We undertake to delete any Material which we decide (at our sole discretion) constitutes Excluded Material within a reasonable time of written notification by you of its presence on the Website.

#### 20. Pass Plus

- 20.1 Our pass plus qualifies delegates who fail to meet the required standard in the examination(s) during their first course for: Re-enrolment on their course again, to re-take any or parts of the course and re-test (if available and applicable).
- 20.2 To qualify for the pass plus delegates must commit to the following:
- The delegate attended a course by Project Skills Solutions (excludes training partner courses)
  - The delegate attends every day of the original course (and is not late, and/or does not leave early on any day).
  - The delegate takes a full and active part in the course, and completes any tasks/projects set (including those set for completion in their own time). This will be subject to the tutor's evaluation of the candidate's commitment during the course.
  - The delegate must make themselves available at reasonable notice for re-test dates for the pass plus to remain effective, failure to be available for 3 dates offered will result in the pass plus being invalidated.
- 20.3 Considerations  
Please keep in mind that PSS will make the best effort to find a date and location most convenient for you, but the location offered to you may not be the location of your original course.  
Maximum re-enrolment of 2 courses (after the first course) within a period of 3 months (3 month period starts after the final course date of the original course).  
The pass plus is only applicable on the following courses and some registration costs will apply:
- IOSH Managing Safely
  - IOSH Working Safely
  - NEBOSH National General Certificate (max £110 depending on exams retaken)
  - CITB Health and Safety Awareness (£35 reg)
  - CITB Temporary Works Coordinator (£35 reg)
  - CITB SSSTS (£35 reg)
  - CITB SMSTS (£35 reg)
- You must keep your books from the original course to use during any further training, if you lose your original book, new books are available to purchase from PSS.