



**ACCREDITED  
PROVIDER  
#777807**

## Terms and Conditions

### Definitions

- Client/Customer refers to the person or organization placing the booking.
- Training Provider refers to Care Learning and Development.
- Services refer to the product for which the Training Provider has placed a booking/s with the client.

### Application

The terms and conditions are valid for any services provided by the Training Provider to the Client.

#### 1. Warranties

1.1. Care Learning and Development warrants that:

- 1.1.1. Courses supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards.
- 1.1.2. It will provide appropriately qualified and experienced trainer(s) and consultant(s) to deliver courses using suitable course materials.

#### 2. Fees/Charges

- 2.1. Prices quoted are inclusive of course materials, assessment/s, and certification/s where applicable.
- 2.2. We may charge the Client for any travel expenses incurred at £0.45 per mile. This additional charge is at our discretion and the Client will be informed of such charges, prior to confirmation of booking and issue of the invoice.
- 2.3. We reserve the right to increase a quoted fee if the Client requests a variation to the work agreed. The Client will be informed of such increase prior to receiving the agreed service and/or invoice.
- 2.4. The price does not include any lunch, travel, accommodation, or any other additional expenses, (unless varied in writing), which Care Learning and Development may incur in providing the service/s.
- 2.5. Owing to the practical nature of some courses a basic level of general fitness is required. To train delegates safely, we need to know about any pre-existing health condition/s which they might have. The information given will be treated in strict confidence. We make all reasonable efforts to adapt the course where possible when we have been made aware of health conditions. However, Care Learning and Development is not liable for any person/organisation who fails to declare before the course a known medical condition or physical disability that may affect the candidate's ability to complete the training. In such cases where prior notice has not been given, the client will remain liable for the full agreed fee for the course. Should you have any questions relating to the accessibility of our courses please don't hesitate to get in touch.
- 2.6. Where we require payment of a deposit, the Client acknowledges that the deposit is only returnable if the terms and conditions of cancellation have been met.

### **3. Other**

- 3.1. The pricing, quantity of services, and time of delivery are not binding although we will make all efforts to fulfil the stated estimates.

### **4. Payment Terms**

- 4.1. Companies will be invoiced after the provision of training. All invoices to be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed in writing by us. Alternatively, for invoices that remain unpaid or are paid after the due date, we reserve the right to cease providing services, including bookings already agreed. This may also result in any future invoices requiring payment in full prior to providing any other services.
- 4.2. If no payment has been made after three reminders that the invoice is due, then Care Learning and Development reserves the right to use a debt collection agent to collect all sums of money outstanding, at which point the Client will be held liable for all costs associated with the collection.
- 4.3. Individuals not booking through companies will be invoiced prior to training and payment must be received 1 week prior to the course. Care Learning and Development reserves the right to cancel all provisional bookings held by individuals if payment has not been received at least 1 week prior to the course start date.
- 4.4. If the amount of the invoice is disputed by the Client, the Client shall inform us in writing, detailing the grounds for such dispute within seven days of delivery of the services and or upon receipt of invoice.

### **5. Bookings**

- 5.1. All bookings for courses shall be made subject to these conditions unless expressly varied in writing and signed by Patrizia Morrone on behalf of Care Learning and Development.
- 5.2. Availability enquiries can be made either via email or phone. If the Client wishes to proceed with the booking they are then required to fill in and return to Care Learning and Development, the Training Course Booking Form.
- 5.3. All bookings for a course must be supported by a confirmation email which will be sent out upon receiving the completed Training Course Booking Form.

### **6. Delivery**

- 6.1. Delivery by us will be deemed to have taken place when the training course/s have been facilitated as agreed. This refers to both courses delivered at the Client's own facilities or at our own venue.

### **7. Cancellations and Changes to Courses by the Client**

- 7.1. If cancelled with more than 10 working days' notice prior to the commencement of service as agreed no fee will be payable.
- 7.2. If cancelled between 6-10 working days' notice prior to the commencement of service as agreed 50% of the fees will be payable.
- 7.3. If cancelled by the client with 5 or less working days' notice prior to the commencement of service as agreed, or the client fails to cancel, 100% of the agreed fees will be payable.
- 7.4. The first working day is the day that Care Learning and Development is notified of the cancellation. This only applies if notified by 12 pm.
- 7.5. For changes to your booking/s or cancellation, please email [info@care-ld.com](mailto:info@care-ld.com) or call 0141 2396004 or 07376 378301.

## **8. Cancellations and Changes to Courses by Care Learning and Development**

**8.1.** Care Learning and Development reserves the right to cancel or change a course and undertakes to provide reasonable notice of the cancellation or change.

## **9. Certificates and Replacement Certificates**

**9.1.** We will issue certifications to the Client upon successful completion of the course/s. We reserve the right to withhold the issue of certificates should issues arise in relation to a serviced provided, until thoroughly investigated and an agreement has been reached.

**9.2.** An administration fee of £10 will be applied for replacement certificates where applicable. This will include standard 1st class postage. Where special delivery/recorded postage is requested then the fee for this will be applied, unless otherwise agreed in writing by us.

## **10. Copyright**

**10.1.** Copyright and all other intellectual property rights in all course materials shall remain the property of Care Learning and Development or the trading partner of Care Learning and Development, responsible for developing the course material.

**10.2.** Reproducing or distributing any information or image from any training material, in whole or in part, is not permitted without the prior written permission of Care Learning and Development. Request for the permission of use should be sent via email to [info@care-ld.com](mailto:info@care-ld.com) and should include your name, company name and address (if applicable) as well as a description of the information which you would like to distribute including the intended recipients of that information.

**10.3.** The Customer is permitted to use such materials for the purposes of internal post-course reference only.

## **11. Limitation of Liability**

**11.1.** All presentations and materials are provided only as a training and educational resource to assist organisations to meet their legislative duties, as well as organisational requirements. Each individual organisation must determine how a specific requirement applies to its circumstances.

**11.2.** Although reasonable efforts have been made to ensure the information contained in all training material produced is current and accurate at the time of distribution, neither Care Learning and Development nor any individual who has furnished contents/been involved in creating any training material can guarantee that all information is accurate and valid.

**11.3.** Hereby, Care Learning and Development makes no warranties or representations whatsoever about the quality, contents, completeness of such information and images. Care Learning and Development, any of its directors, employees or other representatives will not be liable for damages arising out of or in connection with any training courses provided or the information included in our PowerPoint presentations and any other training material produced. This is a comprehensive limitation of liability that applies to all damages of any kind, including and without limitation to; compensatory, direct, indirect, or consequential damages, loss of/or damage to property and claims of third parties.

**11.4.** We reserve the right to change this Disclaimer and any of the contents intended for training purposes, at any time without notice, and by using the Care Learning and Development services you are agreeing to this disclaimer as it appears.

## **12. Loss and Damages**

- 12.1.** Personal belongings and items belonging to or in the possession of the customer or any delegate brought onto Care Learning and Development's premises are the sole responsibility of the owner and Care Learning and Development accepts no responsibility for such items.
- 12.2.** Delegates using any car parking facilities provided at any Care Learning and Development's premises do so entirely at their own risk and Care Learning and Development does not accept any responsibility for damage, accident or loss resulting from such usage.
- 12.3.** Care Learning and Development is not responsible for and cannot be held liable for accidental damage to customer property used during any training course.

## **13. These Terms and Conditions have been approved and authorised by:**

**Name:** Patrizia Morrone

**Position:** Owner

**Signature:** 

**Date:** 20/07/2023

**Next policy review date:** July 2024