

TERMS AND CONDITIONS OF BOOKING – The Builder Training Centre (The BTC)

‘Learning Package’ – shall mean the course(s) and programme identified and all related materials, student’s support, tuition and exam fees where applicable.

‘Materials’ – shall mean the tools and materials used on the course. Replacement of mislaid or stolen materials will incur costs.

‘Outstanding Balance’ – shall mean the amounts payable for fees under this agreement, less the amount paid.

‘Support Period’ – shall mean the period of support available to Students commencing on the first workshop/assessment meeting and finishing at the end of the workshop/assessment. Services outside the ‘support period’ will be subject to additional fees unless agreed in writing by us.

Payments – We agree to sell you and you agree to buy the Learning Package for the Total Amount payable and on the terms set out below. Under no circumstances shall we be deemed to have received payment until payment has been received by us in full.

Services – During the Support Period, we will provide you with support and tuition as set out in the materials. If requested, in writing, we may at our sole discretion, extend the Support Period for an agreed fee.

Warranties and Limitation of Liability – We warrant that The BTC materials will be of satisfactory quality but do not warrant that the materials will be error free. We warrant that we will perform any services provided with reasonable skill and care. These warranties are provided in lieu of all other warranties expressed or implied which are hereby excluded in the fullest extent permitted by law. Our liability for direct losses arising out of our negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the total price paid for the Learning Package as detailed on the Application Form. Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation and loss of profits, loss of revenue, loss of opportunity or your liabilities to third parties) which you may suffer arising out of or in connection with this Agreement.

Disclaimer for Advice Given – The BTC cannot be held responsible for when external companies change their joining requirements. Any views or opinions expressed are solely those of the tutor/staff and do not necessarily represent those of The BTC and therefore The BTC shall have no responsibility for them. Completion of any of our courses does not guarantee a Student’s competence to perform work or to gain employment. Students should always seek professional advice before embarking on any work of their own or until he/she is qualified to carry out their chosen work.

Other Terms – Any relaxation or indulgence that we may extend to you shall not affect your statutory rights under this Agreement. If any part of this Agreement is held to be unenforceable the remaining terms and conditions shall continue in force. All liabilities or obligations arising under this Agreement shall be enforceable against you after termination of this Agreement. You will notify us immediately in writing of any change in your circumstances such as personal contact details including email address. Any notices required to be served under this Agreement will be deemed properly served if sent by way of prepaid postage to your last known address.

Data Protection – The BTC Privacy Notice confirms what personal data we may hold about you (or the Student if you are booking on their behalf), and how we may use that personal data. You are required to read our Privacy Notice. If you are booking on behalf of a Student, you agree to provide the Student with a copy of the Privacy Notice and ask the Student to read it. Please read the Privacy Notice carefully and notify us of any queries you may have straightaway.

You have a legal right to receive details of the information we hold about you if you apply in writing to us. You have a legal right to stop us from contacting you by writing to us. We have a legal obligation to destroy documentation on a Student that is no longer relevant after a certain time.

Third Party Bookings – These Terms and Conditions will be binding on you (person/company) and the student if you have booked a course/s for another person (the ‘Student’) and you confirm that you have the appropriate legal authority to sign on their behalf and to consent to the processing of their personal data and to receive fair collection notices on their behalf. It will remain your responsibility to ensure that these Terms and Conditions are brought to the notice of the Student and that the Student complies with them. You will be liable for any failure on the Student to do so. You agree to indemnify The BTC against any liability, loss or damage resulting from your failure to comply with this.

Payment – To reserve a place on a course, payment must be made either in full or a deposit received. A deposit of £150.00 is required for all courses except the electrical qualification courses where the deposit is £200.00 (or £400.00 if booking the 2391-52/2625, or £500.00 if booking the 2365 Level 2 or Level 3 Diploma courses). All deposits are non-refundable unless The BTC cancels the course. All administration fees and exam registration fees are non-refundable. Full payment must be submitted before the start of the course. Any booking made without a confirmed start date must be attended within 12 months from our confirmed acceptance of your booking. Payment can be made by credit or debit card, BACS, Bank Transfer or cash (to be paid in person).

Cancellation – A ‘cooling off period’ of 14 days applies to courses that are booked on-line or by telephone without a confirmed start date which allows you an unconditional right to cancel by you or The BTC. You will be required to make such a request in writing to The BTC. If you decide to cancel a course after the ‘cooling off period’ you will be liable for a cancellation fee, which equates to the deposit paid. Exceptions: Trade and commercial bookings, namely bookings made by business as opposed to individual consumers, will be treated as business to business transactions in respect of which the ‘cooling off period’ does not apply.

Alteration to Your Course Booking – You can delay a course to a later intake provided we receive an administration fee of £30.00 including VAT, and any outstanding balance of fees, more than 14 days prior to your original course start date. By delaying a course your balance payment will automatically become non-refundable. The new course date must be within 3 months from your original booked course date. Where exceptional circumstances exist, The BTC will require a written request to extend the 3 months period. The course date can only

be re-arranged once. *Exceptions: Once you have been registered for the C&G 2391 or EAL 2625 practical assessment/s, should you decide not to attend or cancel your booking, you will not be entitled to a refund of the payment as per other courses.*

Admission – The BTC expects that all students will act in a responsible and professional manner. However, we reserve the right to withdraw a student from any of our courses if it is deemed they have demonstrated behaviour that is unacceptable, disruptive or offensive to other students or staff. If a student is asked to leave a course no refund of unused study or support time will be made.

Booking Confirmation – Due to the popularity of our courses many become fully booked in advance of the course start date. Please ensure that you have received a valid booking confirmation before setting off for your course.

Examinations – All courses that include an exam element include the examination fee for the first attempt only. Subsequent re-sits will incur an additional fee. It is a requirement of City & Guilds and EAL that photographic ID is provided by the Student attending a qualification course (passport / driving licence). Certificates will only be issued once all payments have been received. The BTC will not be liable for any costs should City & Guilds / EAL be unable to supply an exam on the expected date.

Change of Course Location/Venue – Occasionally course locations are subject to change for reasons outside our control. All students booked on affected courses will be notified in advance and suitable alternatives will be offered. When illness, bad weather or circumstances outside our control necessitates the cancellation of workshops, alternative programmes will be made wherever possible. If a course group falls below an acceptable number it may be necessary to transfer students onto alternative dates and/or venues. Such instances will be notified in writing and with consultation between The BTC and the affected students.

Course Materials – As part of the programme you will receive The BTC study materials, however some of our courses require additional books, and you will be notified of the titles and cost prior to the commencement of the course. We will not order the books until payment has been received. Please be aware that delays may result in books not being delivered prior to your study timetable and a delay may adversely affect your study plans.

Programme Flexibility – Once a student has commenced a programme with The BTC, it is our policy to provide support to enable successful completion while the student remains committed to pursuing their qualification. No refunds will be given to students who decide to leave their course/programme before completion. There may be exceptional circumstances to which due consideration will be given on receipt of written application from the student stating the details of the circumstances in full.

Time Management – All our courses/programmes have specific schedules including workshop attendance (to a mandatory minimum), course work deadlines and, where appropriate, exam sittings that are set out at the beginning of the course itself. It is anticipated that students will adhere to these course/programme schedules that are designed to assist with the completion of our courses and programmes. If, due to unforeseen circumstances, a student is unable to meet their course schedule, alternative arrangements for the exam sitting can be arranged but this will incur a fee. For non-examination based study all assessed work should be submitted by the course completion date. If a student requires additional support beyond the extent of their ‘support period’ this can be arranged but it would attract additional fees.

Electronic Communication – The BTC encourages communication by email. Course confirmation and related course paperwork will be sent by email unless the student doesn’t have access to email in which case it will be sent by post. The BTC Terms and Conditions will also be sent by email/post. The email address that is completed on the application form will be applied to our database and used for the purposes of communication with the student and with the officiating institute who award the final qualifications. Any change in the email address must be confirmed to The BTC in writing.

Security – Personal possessions are the responsibility of the individual and The BTC cannot accept responsibility for anything that is lost or stolen from our venues. Students are advised to always keep valuable items with them.

Accommodation – The BTC cannot be held responsible for accommodation. Any information provided is to assist you in your search for accommodation only.

Safety – To comply with the health and safety regulations and for your own safety, all students are required to wear Steel Toe Cap Footwear throughout the course. All courses and assessments require Students to be of good health.

Student Commitment – We have a reasonable expectation that students work consistently towards a successful outcome. We reserve the right to cancel the place of a student who consistently fails to make satisfactory progress or to meet deadlines. No refund of fees received will be made in such circumstances. Participation in any course requires that you understand spoken English, and that you can read and write proficiently in English. Where a student, for a genuine and acceptable reason, cannot attend sufficient workshops The BTC will endeavour to provide a suitable alternative, although this may require attendance at a different venue and may incur additional fees.

Complaints/Appeals – We always aim to establish and maintain excellent working relationships with our candidates. However, if you wish to make a complaint you must do so within 14 days of the completion of the course or in the case of an appeal within 20 days of being notified of the assessment decision. Both complaints and appeals must be done in writing as soon as possible.

Plagiarism – We view this as academic theft and any incidence will be taken extremely seriously and result in the student being removed from the course/programme with no refund of fees. The professional body associated with the qualification will also be informed of any proven incident.

Bespoke Courses – In addition to our Standard Terms and Conditions, exceptional terms and conditions will apply. Students must attend each course as a group. Payment is required for a minimum number of students on each course, which is to be agreed in advance.

General – The above Terms and Conditions are subject to English Law and any disputes that are unable to be resolved between the relevant parties, shall be subject to the exclusive jurisdiction of the English courts.