

## Terms & Conditions

Standard terms and conditions for the supply of goods, services and digital content for Megna Business Solutions limited t/d as Care Skills Training UK.

These are the Terms and Conditions on which We supply Courses (as defined below) to You, whether these are Goods (as defined below), Services (as defined below) or Digital Content (as defined below) and as listed on our Website, [www.careskillstraininguk.co.uk](http://www.careskillstraininguk.co.uk) (“the Website”). Please read these Terms and Conditions carefully before placing any Order (as defined below) with Us. You should understand that by ordering any of our Courses or Goods, you agree to be bound by these Terms and Conditions. You should print a copy of these Terms and Conditions for future reference. These Terms and Conditions are incorporated into the Contract between Us for the provision of the Courses. Please understand that if You refuse to accept these Terms and Conditions, you will not be able to Order any Courses, including Goods, Services or Digital Content from Us.

### 1. Definitions

In this document the following words shall have the following meanings:

“**Consumer**” means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

“**Contract**” means these Terms and Conditions together with the terms of any applicable Service Specification.

“**Courses**” means courses supplied by Us, together with relevant Course Materials (where applicable) as more particularly described on the Website.

“**Course Materials**” means the supporting materials and documentation supplied with the Courses (where applicable).

“**Digital Content**” means any e-learning resources provided to You by Us.

“**Goods**” means any tangible moveable items, provided to You by Us.

“**Intellectual Property Rights**” means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or

## Terms & Conditions

extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**“Order”** means Your Order for the Products.

**“Products”** means the Courses, including any Goods, Services or Digital Content.

**“Services”** mean the Services to be provided by Us to You in connection with the Courses, as more particularly described on the Website.

**“Service Specification”** means a statement of work or Order confirmation or other similar document describing the Goods, Services or Digital Content to be provided by Us.

**“We / Our / Us”** means Megna Business Solutions Limited, a company registered in England and Wales under company 14156452, Suite 22, ASK Office Suites 132-134 Cranbrook Road, Ilford, IG1 4LZ

**“You / Your”** means the organisation or person, who purchases Services from Us.

### 2. INFORMATION ABOUT US

1. We operate the Website, [www.careskillstraininguk.co.uk](http://www.careskillstraininguk.co.uk)

### 3. GENERAL

1. These Terms and Conditions shall apply to all Contracts for the supply of Courses, including any applicable Goods, Services or Digital Content, by Us to You.
2. Before the commencement of the Courses, we will submit to You a Service Specification and/or description of the Courses (as appropriate) which shall specify the Courses, Course Materials (where applicable), Goods, Digital Content and/or Services to be performed or supplied and the price payable. You shall notify Us immediately if You do not agree with the contents of the Service Specification or description of the Courses. All Service Specifications or Course descriptions are subject to these Terms and Conditions.
3. Subject to clause 10, We shall use reasonable endeavours to complete the Services, provide the Goods and Digital Content or deliver the Courses within estimated time frames, but time shall not be of the

## Terms & Conditions

essence in the performance of any Services and/or delivery of the Courses/Goods/Digital Content.

4. We may, in addition to our own employees, engage sub-Contractors to provide all or part of the Courses/Services/Goods being provided to You and such engagement shall not relieve Us of our obligations under the Contract.

### 4. YOUR STATUS

1. By placing an Order with Us by any means (including by email, telephone, letter, fax or via Our Website), You warrant that:
  1. You are legally capable of entering into binding Contracts.
  2. You are at least 18 years old.

### 5. HOW THE CONTRACT IS FORMED

1. Placing an Order with Us. After placing an Order with Us by any means (including by email, telephone, letter, fax or via Our Website), You will receive an e-mail from Us acknowledging that We have received Your Order. Please note that this does not mean that Your Order has been accepted. During this booking you will be advised that these Terms and Conditions apply and where they can be perused ([careskillstraininguk.co.uk](http://careskillstraininguk.co.uk)). We will on some occasions record the telephone call, if that is the method of booking used.
2. Confirming the Order. Your Order constitutes an offer to Us to provide the Courses/Goods/Services/Digital Content. All Orders are subject to acceptance by Us and We will send to You a Service Specification, together with the prices payable for those Courses/Goods/Services/Digital Content together with a set of these Terms and Conditions. If We are unable to accept the Order, We will inform the You of this and will not process the Order.
3. Acceptance of the Order by Us. The Contract between Us and You will only be formed when We send to You the Service Specification or the description of the Courses, together with the prices and the Terms and Conditions. If You do not agree with the contents of the Service Specification or written description of the Courses, You shall notify Us

## Terms & Conditions

immediately (and in any event within two (2) days of the date of the Service Specification or description of the Courses) by any means (including by email, telephone, letter, fax or via Our Website). We will correct any errors in the Service Specification and/or description of the Courses and will email the amended Service Specification and/or description of the Courses to You to confirm agreement with its contents and these Terms and Conditions will become binding on You and Us.

### 6. CANCELLATION CHARGES

#### 1. RQF/NVQ/QCF/Diplomas.

1. Once We receive confirmation from You that You wish to proceed with the Order which we will then confirm by Our Service Specification and/or Course description, you shall be liable for the whole fee unless You provide Us with written notification of cancellation in accordance with clause 16.1.
2. Where You cancel an RQF/NVQ/QCF/Diploma Course in accordance with clause 16.1 You will become liable for the following: -
  1. 100% of total cost of the Course.
3. If You miss/cancel/fail to complete the required work as scheduled by the assessment centre/IQA/Assessor or fall into arrears on a payment plan, we reserve the right to cancel the Course and no refund will be made to You. All QCF/NVQ/Diplomas must be completed within 18 months, calculated from the date of induction to the date of handing in all required units and course work for final marking by the assessment centre/IQA/Assessor (the “**Assessment Period**”). We will cease to support any learner who fails to complete the RQF/NVQ/QCF/Diploma within the Assessment Period.

#### 2. Short Courses.

1. Once We receive confirmation from You that You wish to proceed with the Order which we will then confirm by Our Service Specification and/or Course description, you shall be liable for the

## Terms & Conditions

whole fee unless You provide Us with written notification of cancellation.

2. Where You cancel a short Course in writing, you will become liable for the following:-
  1. 21 days or more written notice - 25% of total cost of the Course.
  2. 15 - 20 days written notice - 50% of total cost of the Course.
  3. 8 - 14 days written notice - 75% of total cost of the Course;  
or
  4. Less than 7 days written notice -100% of total cost of the Course.
3. **Transferring a Short Course (on site at Your premises).** Should You need to transfer a confirmed booking for a short Course (on site at Your premises) to another date with more than 7 days written notice there will be no charge. If You provide 7 days or less written notice You will be charged for the total cost of the Course. Any subsequent date changes for the same booking will be chargeable in full irrespective of notice given.
4. **Transferring a Short Course (open/scheduled courses at public venues).**
  1. Subject to clause 6.4.2, should You need to transfer a confirmed booking for a short Course (open/scheduled courses at public venues) to another Course, the following charges will apply dependent on notice given: -
    1. 28 days or more written notice - no charge.
    2. 11-27 days written notice - 25% of total cost of the Course;  
or
    3. 10 days or less written notice - 50% of total cost of the Course.The above charges only relate to the first transfer. Subsequent date changes for the same booking will be chargeable in full irrespective of notice given.

## Terms & Conditions

2. If you are a Business and You cancel a short Course at a public venue and the date of that short Course falls within 14 days after the date of booking, then no refund shall be permitted.

### 5. Distance Learning Courses.

1. Once We receive confirmation from You that You wish to proceed with the Order as per Our Service Specification and/or Course description, you shall be liable for the whole fee unless You provide Us with written notification of cancellation in accordance with clause 16.1.
2. Where you cancel a distance learning Course in accordance with clause 16.1 You will become liable for the following:
  1. 28 days or more written notice - 25% of total cost of the Course.
  2. 11-27 days written notice - 50% of total cost of the Course.
  3. 10 days or less written notice - 100% of total cost of the Course.
3. Single unit Courses must be completed within 6 Weeks and multiple-unit Courses must be completed within 6 months. You need to return the assignments in accordance with the timescale written on their introductory letter. Late submissions may result in an additional administration fee and or/cancellation of the Course.

### 6. E-Learning (Digital Content).

1. Subject to clause 15.4.2, in the event that a Consumer purchases Digital Content and seeks to cancel within 14 working days (commencing the day after purchase) and seek a refund then they may only do so provided that the media has not been downloaded, accessed or streamed.
2. In the event that You have downloaded, accessed or streamed the Digital Content within the 14 working day cooling off period (see clause 15.4.2), You can no longer obtain a refund for that Digital Content.

## Terms & Conditions

### 7. All Courses.

1. No refund will be made for non-attendance on a Course.
2. In the event of a cancellation of a Course by Us, We will use reasonable endeavours to inform You as soon as possible of the cancellation, where it is practicable to do so. All Course prices paid will be reimbursed in full, but We are not obliged to reimburse any other costs which have been incurred by You.

8. **Goods supplied by the Company (such as Defibrillators, battery-packs, cabinets).** Subject to clause 15.4.3, in the event that You purchase “Goods” from Us, You retain Your statutory right to cancel within 14 working days (from the day following the Order) and obtain a refund in full plus standard delivery charges.

9. **Failure to notify the cancellation of the booking.** Cancellation or transfer must be made known to Us before the date of the Course. If You do not attend a Course without giving prior notice to Us, the full Course fee remains payable.

### 7. OUR RIGHTS TO END THE CONTRACT

1. **We may end the Contract for a Product at any time by writing to You if:**

1. You do not make any payment to Us when it is due and You still do not make payment within 7 days of Us reminding You that payment is due;
2. You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Products;
3. You do not, within a reasonable time, allow Us to deliver the Goods to You or collect them from Us; or
4. You do not, allow Us access to Your premises to provide the Courses.

2. **You must compensate Us if You break the Contract.** If We end the Contract in the situations set out in clause 7.1 We will refund any money You have paid in advance for Products We have not provided but We may

## Terms & Conditions

deduct or charge You reasonable compensation for the net costs We will incur as a result of You breaking the Contract.

### 8. ALTERATIONS TO THE SERVICE SPECIFICATION

1. **Mutual alterations to the Service Specification.** The parties may mutually agree to alter the scope of the Services as set out on the Service Specification. The alterations agreed between the parties shall be agreed in writing and set out in a new Service Specification.
2. **Alterations to the Service Specification requested by You.** You may make a request to Us to alter the scope of the Services as set out in the Service Specification by giving 21 days written notice to Us prior to the date that the Services are to be performed by Us. On receipt of the written request from You, We shall, within 5 working days or such other period as may be agreed between the parties, advise You in writing of any changes to the price payable by You as a result of the alterations.
3. **Alterations to the Service Specification requested by Us.** We may propose alterations to the scope of the Services as set out in the Service Specification by giving 21 days written notice to You prior to the date that the Services are to be performed by Us. You shall, within 5 working days of receipt of such notice, or such other period as may be agreed between the parties, advise Us in writing as to whether or not You wish to proceed with the Contract on the basis of the alterations.
4. **Amended Service Specifications.** Should You wish to proceed with the Contract on the basis of the alterations as set out in clause 8.2 or 8.3, We shall generate a new Service Specification to reflect the alterations as agreed by You and send the new Service Specification to You and We shall perform the Services in accordance with the new Service Specification.

### 9. PROVIDING THE PRODUCTS

1. **Delivery costs.** The costs of delivery will be as displayed in the Royal Mail first class tariff from time to time.
2. **If the Products are Goods.** If the Products are Goods We will deliver them to You as soon as reasonably possible and in any event within 30 days after the day on which We accept Your Order.

## Terms & Conditions

3. **If the Products are one-off Services (course booking).** We will provide the Service and book the Course on the date We accept Your Order.
4. **If the Product is a one-off purchase of Digital Content.** We will make the Digital Content available for download by You as soon as We accept Your Order.
5. **We are not responsible for delays outside our control.** If our supply of the Products is delayed by an event outside our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end the Contract and receive a refund for any Products You have paid for but not received.
6. **Collection by You.** If You have asked to collect the Goods from our premises, You can collect them from Us at any time during our working hours of 09:00 to 17:30 on Weekdays (excluding public holidays).
7. **If You are not at home when the Goods are delivered.** If no one is available at Your address to take delivery and the Goods cannot be posted through Your letterbox, We will leave You a note informing You of how to rearrange delivery or collect the Goods from a local depot.
8. **If You do not re-arrange delivery.** If You do not collect the Goods from Us as arranged or if, after a failed delivery to You, You do not re-arrange delivery or collect them from a delivery depot We will contact You for further instructions and may charge You for storage costs and any further delivery costs. If, despite our reasonable efforts, We are unable to contact You or re-arrange delivery or collection We may end the Contract and clause 7.2 will apply.
9. **If You do not allow Us access to provide the Services. If You do not allow Us access to Your premises to provide the Courses as arranged (and You do not have a good reason for this) We may charge You additional costs incurred by Us as a result. If, despite our reasonable efforts, We are unable to contact You or re-arrange access to Your property We may end the Contract and clause 7.2 will apply.**

## Terms & Conditions

10. **When You become responsible for the Product.** The Goods will be Your responsibility from the time We deliver the Goods to the address You gave Us or You or a carrier organised by You collects it from Us.
11. **When You own Goods.** You own the Goods once We have received payment in full.
12. **What will happen if You do not give required information to Us.** We may need certain information from You so that We can supply the Products to You, for example, an address for delivery. If so, this will have been stated in the description of the Products on our Website. We will contact You to ask for this information. If You do not give Us this information within a reasonable time of Us asking for it, or if You give Us incomplete or incorrect information, We may either end the Contract (and clause 7.2 will apply) or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by You not giving Us the information We need within a reasonable time of Us asking for it.
13. **Reasons We may suspend the supply of Products to You.** We may have to suspend the supply of a Product to:
1. deal with technical problems or make minor technical changes;
  2. update the Product to reflect changes in relevant laws and regulatory requirements;
  3. make changes to the Service Specification as requested by You or notified by Us to You (see clause10).
14. **Your rights if We suspend the supply of Products.** We will contact You in advance to tell You We will be suspending supply of the Products, unless the problem is urgent or an emergency. If We have to suspend the Product for longer than 30 days We will adjust the price so that You do not pay for Products while they are suspended. You may contact Us to end the Contract for a Product if We suspend it, or tell You We are going to suspend it, in each case for a period of more than 30 days and We will refund any sums You have paid in advance for the Product in respect of the period after You end the Contract.

## Terms & Conditions

**15. We may also suspend supply of the Products if You do not pay.** If You do not pay Us for the Products when You are supposed to (see clause 10.3) and You still do not make payment within 7 days of Us reminding You that payment is due, We may suspend supply of the Products until You have paid Us the 6 outstanding amounts. We will contact You to tell You We are suspending supply of the Products. We will not suspend the Products where You dispute the unpaid invoice (see clause 10.6). We will not charge You for the Products during the period for which they are suspended. As Well as suspending the Products We can also charge You interest on Your overdue payments (see clause 10.4.3).

### 10. PRICE AND PAYMENT

- 1. Where to find the price for the Product.** The price of the Product will be the price indicated on the Service Specification and/or description of the Course. We take reasonable care to ensure that the price of Product advised to You is correct. However please see clause 10.3 for what happens if We discover an error in the price of the Product You Order.
- 2. We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date of Your Order and the date We supply the Product, We will adjust the rate of VAT that You pay, unless You have already paid for the Product in full before the change in the rate of VAT takes effect.
- 3. What happens if We got the price wrong.** It is always possible that, despite our best efforts, some of the Products We sell may be incorrectly priced. We will normally check prices before accepting Your Order so that, where the Product's correct price at the date of Your Order is less than our stated price at Your Order date, We will charge the lower amount. If the Product's correct price at the date of Your Order is higher than the price stated in our price list, We will contact You for Your instructions before We accept Your Order. If We accept and process Your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may end the Contract, refund You any sums You have paid and require the return of any Goods provided to You.
- 4. When You must pay and how You must pay.** When You must pay depends on what Product You are buying:

## Terms & Conditions

1. For **Goods**, You must pay for the Goods before We dispatch them. We will not charge Your credit or debit card until We dispatch the Goods to You.
2. For **Digital Content**, You must pay for the Digital Content before You download them.
3. For **Services/Courses**, We will invoice You for the price of the Services/Courses once We have completed our obligation to arrange the Services/Courses. You must pay each invoice within 7 calendar days after the date of the invoice.
5. **We can charge interest if You pay late.** If You do not make any payment to Us by the due date We may charge interest to You on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
6. **What to do if You think an invoice is wrong.** If You think an invoice is wrong please contact Us promptly to let Us know and We will not charge You interest until We have resolved the issue.

**CLAUSES 11 TO 14 ONLY APPLY IF THE CUSTOMER IS CONTRACTING AS A BUSINESS.**

### 11. QUALITY OF GOODS

1. We warrant that on delivery the Goods shall:
  1. conform in all material respects with their description;
  2. be free from material defects in design, material and workmanship;
  3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  4. be fit for any purpose held out by Us.
2. Subject to clause 11.3, if:

## Terms & Conditions

1. You give notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 11.1;
  2. We are given a reasonable opportunity of examining such Goods; and
  3. You (if asked to do so by Us) return such Goods to Our place of business at Your cost, We shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
3. We shall not be liable for the Goods' failure to comply with the warranty in clause 11.1 if:
1. You make any further use of such Goods after giving a notice in accordance with clause 11.2;
  2. the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  3. the defect arises because You altered or repaired such Goods after delivery of the Goods;
  4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
  5. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
4. Except as provided in this clause 11, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 11.1.
  5. The terms of this Contract shall apply to any repaired or replacement Goods supplied by Us under clause 11.2.

## 12. SUPPLY OF SERVICES

1. We shall provide the Services to You in accordance with the Order in all material respects.

## Terms & Conditions

2. We shall use reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
3. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You in any such event.
4. We warrants to You that the Services will be provided using reasonable care and skill.

### 13. TERMINATION AND SUSPENSION

1. If You become subject to any of the events listed in clause 13.2, We may terminate the Contract with immediate effect by giving written notice to You.
2. For the purposes of clause 13.1, the relevant events are:
  1. You suspend, or threaten to suspend, payment of Your debts, or are unable to pay Your debts as they fall due or admit an inability to pay Your debts, or (being a company or limited liability partnership) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
  2. You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or makes a proposal for or enter into any compromise or arrangement with Your creditors;
  3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Your company, other than for the sole purpose of a scheme for a solvent amalgamation of Your company with one or

## Terms & Conditions

more other companies or the solvent reconstruction of Your company;

4. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over Your company;
  5. (being a company) the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver;
  6. a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;
  7. (being an individual) You are the subject of a bankruptcy petition or order;
  8. a creditor or encumbrancer of the Your company attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  9. any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to clause 13.2.6 (inclusive);
  10. You suspend, threatens to suspend, cease or threaten to cease to carry on all or a substantial part of its business;
  11. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy; and
  12. (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing Your own affairs or become a patient under any mental health legislation.
3. Without limiting our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to the Customer if

## Terms & Conditions

the Customer fails to pay any amount due under this Contract on the due date for payment.

4. Notwithstanding clause 9.15, without limiting Our other rights or remedies, We may suspend provision of the Products under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 13.2.1 to clause 13.2.12, or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.
5. On termination of the Contract for any reason You shall immediately pay to Us all of Our outstanding unpaid invoices and interest.
6. You shall return all of the Course Materials and any Products which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
7. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
8. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 14. LIMITATION OF LIABILITY

1. Nothing in these Conditions shall limit or exclude Our liability for:
  1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  2. fraud or fraudulent misrepresentation;
  3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  5. defective products under the Consumer Protection Act 1987.

## Terms & Conditions

2. Subject to clause 14.1.1:
  1. We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  2. Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
4. This clause 12 shall survive termination of the Contract.

**CLAUSES 15 TO 18 ONLY APPLY IF THE CUSTOMER IS CONTRACTING AS A CONSUMER.**

### **15. YOUR RIGHTS TO END THE CONTRACT**

1. **Ending the Contract because of something We have done or are going to do.** If You are ending a Contract for a reason set out at 15.1.1 to 15.1.5 below the Contract will end immediately and We will refund You in full for any Products which have not been provided and You may also be entitled to compensation. The reasons are:
  1. We have told You about an upcoming change to the Product or these terms which You do not agree to (see clause 8);
  2. We have told You about an error in the price or description of the Product You have Ordered and You do not wish to proceed;
  3. there is a risk that supply of the Products may be significantly delayed because of events outside our control;

## Terms & Conditions

4. We have suspended supply of the Products for technical reasons, or notify You We are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
  5. You have a legal right to end the Contract because of something We have done wrong.
2. **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most Products You have a legal right to change Your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms and Conditions.
3. **When You don't have the right to change Your mind.** You do not have a right to change Your mind in respect of:
1. Digital Content after You have started to download or stream these;
  2. Services, once these have been completed, even if the cancellation period is still running;
  3. Products sealed for health protection or hygiene purposes, once these have been unsealed after You receive them;
  4. sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after You receive them; and
  5. any Products which become mixed inseparably with other items after their delivery.
4. **How long do I have to change my mind?**  
Notwithstanding any other term in these Terms and Conditions, how long You have to change your mind depends on what You have Ordered and how it is delivered:
1. **Have You bought Services (for example, Courses)?** If so, You have 14 days after the day We email You to confirm We accept Your Order. However, once We have completed the Services You cannot change Your mind, even if the period is still running. If You cancel after We have started the Services, You must pay Us for the

## Terms & Conditions

Services provided up until the time You tell Us that You have changed Your mind.

2. **Have You bought Digital Content for download or streaming (for example, e-learning resources)?** If so, You have 14 days after the day We email You to confirm We accept Your Order, or, if earlier, until You start downloading, accessing or streaming the Digital Content. If We delivered the Digital Content to You immediately, and You agreed to this when Ordering, You will not have a right to change Your mind.
3. **Have You bought Goods (for example, defibrillators)?** If so You have 14 days after the day You (or someone You nominate) receives the Goods.
5. **Ending the Contract where We are not at fault and there is no right to change Your mind.** If You do not have any other rights to end the Contract, You can still contact Us before it is completed and tell Us You want to end it. If You do this the Contract will end immediately and We will refund any sums paid by You for Products not provided but We may deduct from that refund (or, if You have not made an advance payment, charge You) reasonable compensation for the net costs We will incur as a result of Your ending the Contract.

### 16. HOW TO END THE CONTRACT WITH US

1. **Tell Us You want to end the Contract.** To end the Contract with Us, please let Us know in writing Using the details as set out in the Service Specification, or such other address as may be communicated to You from time to time.
2. **Returning Products after ending the Contract.** If You end the Contract for any reason after Goods have been dispatched to You or You have received them, You must return them to Us. You must either post the Goods back to Us or (if they are not suitable for posting) allow Us to collect them from You. Please call Us on 020 3026 7884 or email Us at [support@careskillstraininguk.co.uk](mailto:support@careskillstraininguk.co.uk) for a return label or to arrange collection. If You are exercising Your right to change Your mind You must send off the Goods within 14 days of telling Us You wish to end the Contract.

## Terms & Conditions

3. **When We will pay the costs of return.** We will pay the costs of return:
  1. if the Products are faulty or misdescribed; or
  2. if You are ending the Contract because We have told You of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because You have a legal right to do so as a result of something We have done wrong.
4. In all other circumstances You must pay the costs of return.
5. **What We charge for collection.** If You are responsible for the costs of return and We are collecting the Product from You, We will charge You the direct cost to Us of collection. The costs of collection will be the same as our charges for standard delivery, see clause 9.1.
6. **How We will refund You.** We will refund You the price You paid for the Products including delivery costs, by the method You used for payment. However, We may make deductions from the price, as described below.
7. **Deductions from refunds.** If You are exercising Your right to change Your mind:
  1. We may reduce Your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by Your handling them in a way which would not be permitted in a shop. If We refund You the price paid before We are able to inspect the Goods and later discover You have handled them in an unacceptable way, You must pay Us an appropriate amount.
  2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method We offer. For example, if We offer delivery of a Product within 3-5 days at one cost but You choose to have the Product delivered within 24 hours at a higher cost, then We will only refund what You would have paid for the cheaper delivery option.

## Terms & Conditions

8. **When Your refund will be made.** We will make any refunds due to You as soon as possible. If You are exercising Your right to change Your mind then:

1. For Goods, Your refund will be made within 14 days from the day on which We receive the Goods back from You or, if earlier, the day on which You provide Us with evidence that You have sent the Goods back to Us.
2. In all other cases, Your refund will be made within 14 days of Your telling Us You have changed Your mind.

### 17. IF THERE IS A PROBLEM WITH THE PRODUCT

1. **How to tell Us about problems.** If You have any questions or complaints about a Product, please contact Us. You can telephone Us on 020 3026 7884 or email Us at [support@careskillstraininguk.co.uk](mailto:support@careskillstraininguk.co.uk)
2. **Summary of Your legal rights.** We are under a legal duty to supply Products that are in conformity with this Contract. See the box below for a summary of Your key legal rights in relation to the Product. Nothing in these terms will affect Your legal rights.

#### Summary of Your key legal rights

This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice Website <https://www.citizensadvice.org.uk/> or call 03454 04 05 06.

If Your Product is Goods, for example defibrillators, battery packs or cabinets, the Consumer Rights Act 2015 says Goods must be as described, fit for purpose and of satisfactory quality. During the expected life of Your Product Your legal rights entitle You to the following:

up to 30 days: if Your item is faulty, then You can get a refund.

up to six months: if your faulty item can't be repaired or replaced, then You're entitled to a full refund, in most cases.

up to six years: if the item can be expected to last up to six years You may be entitled to a repair or replacement, or, if that doesn't work, some of Your money back.

## Terms & Conditions

If Your Product is Digital Content, for example-learning resources, the Consumer Rights Act 2015 says Digital Content must be as described, fit for purpose and of satisfactory quality:

if Your Digital Content is faulty, You're entitled to a repair or a replacement.

if the fault can't be fixed within a reasonable time, or without causing You significant inconvenience, You can get some or all of Your money back 12 if You can show the fault has damaged Your device and We haven't used reasonable care and skill, You may be entitled to a repair or compensation

If Your Product is Services, for example arranging a Course, the Consumer Rights Act 2015 says:

You can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it.

if You haven't agreed a price upfront, what You're asked to pay must be reasonable.

if You haven't agreed a time upfront, it must be carried out within a reasonable time.

3. **Your obligation to return rejected Products.** If You wish to exercise Your legal rights to reject Products You must either return them in person to where You bought them, post them back to Us or (if they are not suitable for posting) allow Us to collect them from You. We will pay the costs of postage or collection. Please call Us on 020 3026 7884 or email Us at [support@Careskillstraininguk.co.uk](mailto:support@Careskillstraininguk.co.uk) for a return label or to arrange collection.

### 18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

1. **We are responsible to You for foreseeable loss and damage caused by Us.** If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.
2. **When We are liable for damage to Your property.** If We are providing Services/Courses at Your property, We will make good any damage to

## Terms & Conditions

Your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property.

- 3. When We are liable for damage as a result of Digital Content.** If defective Digital Content which We have supplied damages a device or Digital Content belonging to You We will either repair the damage or pay You compensation.

### 19. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 1. How We will use Your personal information.** We will use the personal information You provide to Us:
  1. to supply the Products to You;
  2. to process Your payment for the Products; and
  3. if You agreed to this during the Order process, to inform You about similar Products that We provide, but You may stop receiving these at any time by contacting Us.
2. We will only give Your personal information to third parties where the law either requires or allows Us to do so.

### 20. ASSIGNMENT

- 1. You may not transfer Your rights to someone else.** You shall not be entitled to assign its rights or obligations or delegate its duties under the Contract without the prior written consent of Us.
- 2. We may transfer this agreement to someone else.** We may transfer, assign, charge, sub-Contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### 21. OTHER IMPORTANT TERMS

- 1. Force Majeure Events.** Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier,

## Terms & Conditions

operator or administration or other competent authority, or the delay or failure in manufacture or supply by third parties of equipment or Services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. If the force majeure event continues for a period of longer than three (3) months, then either party shall be entitled to terminate the Contract without liability to the other.

2. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
3. **Notices.** Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.
4. **Entire agreement.** These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between the parties relating to the subject matter and supersedes any previous discussions, correspondence, negotiations, agreements, previous arrangements, understanding or proposals, oral or written. Nothing in this Contract shall limit or exclude liability for fraud or fraudulent misrepresentation.
5. **Variation.**
  1. We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment

## Terms & Conditions

methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

2. You shall be subject to the policies and Terms and Conditions in force at the time that they Order Services and/or Courses from Us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by You), or if Us notifies You of the change to those policies or these Terms and Conditions before Us sends You the Service Specification/Course description (in which case Us has the right to assume that You has accepted the change to the Terms and Conditions, unless You notifies Us to the contrary within seven (7) working days of receipt by You of the Services Specification/Course description.
6. **Nobody else has any rights under this Contract (except someone You pass Your guarantee on to).** This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
7. **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
8. **Even if We delay in enforcing this Contract, We can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Products, We can still require You to make the payment at a later date.
9. **Which laws apply to this Contract and where You may bring legal proceedings.**
  1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-Contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## Terms & Conditions

2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-Contractual disputes or claims).

We are approved and accredited by a range of legislative bodies to ensure your organisation remains compliant with the latest rules and regulations.

### Contact Us

020 3026 7884

22, ASK Office Suites

132-134 Cranbrook Road

Ilford IG1 4LZ

Registration No. 13894919

VAT No. 1310127710

### Request a Callback

- Full Name\*
- Telephone\* \_\_\_\_\_ (UK numbers only).
- Message

0 of 200 max characters

- T&C Checkbox\*
  - I agree to the [T&Cs](#) and [privacy policy](#).\*
- opt in checkbox
  - I want to subscribe to email marketing to receive training information and offers.