

Terms and Conditions



Definitions 1.1. In this agreement "we", "us", "our" or "the company", means Hampshire Training and Assessment Ltd, Unit 2 Solent Building, Southmoor Lane, Havant, PO91JW a subsidiary of Hampshire Trade Group Ltd.. "You" or "Your" or "the learner" means you the learner named in this agreement, "course" means the course or course option on which you are enrolled, and which is referenced in this agreement. The "course fee" means the VAT inclusive fee for the course or course option.

2. This Agreement: What it is, when it starts and how long it lasts 2.0. The ordering process is only in English. **2.1.** This agreement is the whole agreement between you and us. Any other statements or representations made by us or other parties acting on our behalf will not be binding on us unless they are made in writing and signed by a Director of the company. Any representations made by us regarding the likelihood of your obtaining future employment and/or a level of salary or how long it may take you to complete the course are not binding on us and do not form part of this agreement. **2.2.** This agreement shall prevail over all written marketing material irrespective of media and over any oral statements made by you, by us or by our employees or agents. **2.3.** Once we have checked the price and availability of the courses we will e-mail you to confirm that we accept your order and this agreement becomes binding and it will last for one-year subject to any other clause within this agreement which by its breach may terminate the agreement earlier subject to any written dispensation we may provide at our discretion. **2.4.** The headings in this agreement are for convenience and do not affect the validity of the agreement clauses wherever they may be written.

3. Our obligations. During this agreement we will: **3.1.** Provide the course together with appropriate tuition and supervision to allow you the opportunity to complete the course and on successful completion gain the qualifications relating to the course which are detailed on our website. Training and supervision will be provided by a member of staff employed by us or Hampshire Trade Group Ltd **3.2.** As a part of your training, arrange for you to sit the relevant written examinations and undertake practical assessments at our centre **3.3.** Confirm your bookings to you in writing and provide directions to the training Centre or training venue.

4. Your obligations under this agreement you will: **4.0.** Ensure all details are correct when you place your order. We accept no responsibility to orders being delayed due to incorrect or invalid details being submitted. **4.1.** Pay the course fee in accordance with clause 5. **4.2.** Ensure that you have received formal confirmation of your booking before you arrive at a training Centre. If an enquiry is made but not confirmed there is a risk that the position will be sold. Our positions on courses are sold on a first come first serve basis. **4.3.** Successfully complete the course within the dates booked. If you fail to complete the course within this time period and you are unable to produce written dispensation from us, you will be deemed to have withdrawn from the course our obligation to provide you with further training will cease. **4.4.** Dress in an appropriate manner when attending for training at any training venue. An appropriate manner is advised by us to be coverall overall and with shoes or boots with steel reinforced toecaps. If you do not adhere to this dress code, we accept no responsibility for any accidents resulting in injury as a result of inappropriate dress code. You will be notified of any other requirements in advance of your attendance. **4.5.** Agree that if we have confirmed a booking to you to attend for training, you are obliged to provide a minimum of 21 days' notice if you are unable to attend. If you fail to provide such notice you will be charged a penalty, the sum of which will be equal to the full price of the booked training as if you had attended. A booking is deemed to be confirmed by sending details of the booking to you at any or all the following contact methods. Your home address, your email address or by text to your mobile number. It is your responsibility to ensure that we are made aware of any changes to your contact details. **4.6.** Ensure that the qualifications you can gain from the course are appropriate to the type and location of the work you wish to undertake. Your decision as to the suitability of the course qualifications must not be based upon representations made by us or by other parties acting on our behalf. It is your responsibility to ensure that you are suitable for the course selected and that the course selected meets your requirements. **4.7.** Agree that passing your examinations is your personal responsibility. Within the course you will be taking formal industry approved examinations and you understand and accept that whether you pass or not will depend on your personal performance. **4.8.** Attend the centre as per your booking confirmation within the time frames of 8.30am to 4.00pm or as guided by your trainer on the day. If you arrive at centre after 9.30am and your training session has already started, you will be sent away to re-book at an additional cost to yourself.

5. Payments: What you must pay, and when 5.0. We reserve the right to adjust prices, offers, goods and specifications of goods at our discretion at any time before (but not after) we accept your order. Promotional offers and prices are as stated, with no further discounts available, and are subject to availability. **5.1.** You must pay a minimum of a 10% non-refundable deposit of the full course fee, to cover the administration duties of your booking. You will then be expected to pay the remaining balance two weeks prior to the course commencement date. Interim payments are expected and at the discretion of the centre but will be discussed and confirmed with you at the time of booking. You will not be able to commence your course until the full amount has been paid. **5.2.** We accept the following to make your payment: cash, bank transfer, card payment. **5.5** Learners who do not achieve certification will not receive a refund of the fees which they have paid for the course.

6. Re-sits and Additional training 6.1 Additional training days will be charged at £250 + VAT per day and re-sits £45+VAT per exam **6.2** Whilst we will endeavour to book the additional training days and exam re-sits as soon as possible, this will be subject to availability and you may be offered alternative dates as our diary permits. In the instance that a full training day is not required, the cost for the additional training will be discussed with you prior to booking.

Training courses for:  **Gas**  **Plumbing**  **Electrical**  **Construction**

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7. Our right to terminate the agreement between you and us 7.1. This agreement shall terminate if at any time you have not paid for your course as per section 5 or you have not received written dispensation with respect to the payment shortfall. 7.2. This agreement shall terminate if at any time you do not carry out your obligations. 7.3. We reserve the right without explanation to cancel this agreement and return any money received from you, within 14 days of acceptance of your order or where we have reason to believe that there is a risk to the reputation or standing of Hampshire Training & Assessments Ltd 7.4. At all times we reserve the right to terminate this agreement if in our opinion your behaviour is rude, disrespectful or disruptive to our staff and or your fellow learners.

8. Exclusion of our liability and your indemnity to us except in respect of death or personal injury caused by our negligence to anyone for whom we are responsible, we cannot accept responsibility or liability for: 8.1. Any consequential or indirect loss you suffer, even if this loss arises due to a breach of a duty or duties on our part in contract or tort, or in any other way including loss arising from our negligence.

9. Miscellaneous 9.1. We reserve the right to change the course structure and or qualifications as we see fit. Such changes will only be applied if in our opinion you will either benefit from them or the changes are of no significant detriment to you. 9.2. The syllabi for the course outcome qualifications are defined by the respective awarding bodies and as such are beyond our control. We are not liable for changes to them that may be made before during or after the course. 9.3. We cannot guarantee that any dates we offer you for training will suit your personal requirements. It is your responsibility to make attendance arrangements that coincide with our scheduled training dates. You accept that you may have to wait for a scheduled training date to become available if one is not immediately available that meets your requirements. We will endeavour to make a training date available to you within 5 weeks of a training request being made. 9.4. No insurance other than that which is required by law is provided by us. Neither is travel and accommodation subsistence nor any other item relating to the course that is not specifically included on our website; it is up to you to make your own arrangements for these items. 9.5. The qualification outcomes for courses that are current are detailed on our website. 9.6. We have the right to take and store copies of your work (including portfolio) for the use of awarding bodies, marketing and other activities deemed necessary by us. 9.7. You are responsible for informing us of any disabilities or special needs you may have before commencing the course. We always aim to provide extra help where necessary. In some instances, we may require you to provide medical evidence and history. 9.8. If you have a grievance, you must within 7 days of the occurrence of the grievance, advise the training centre manager in writing. 9.9 No commercially available publications or other printed material is provided. It is your responsibility to obtain the publications recommended for your training.

10. Assignment 10.0. We reserve the right to sell transfer or otherwise apportion either partially or in full, any obligations we may have under this agreement, to a third party or third parties.

11. Cancellations. Your order is subject to the Consumer Protection (Distance Selling) Regulations 2000: 11.0 You can cancel your contract at any time up to 2 working days from when the agreement was made. You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future. If your order is not subject to the Consumer Protection (Distance Selling) Regulations 2000: 11.1. All cancellations must be notified in writing. This includes your voluntary or involuntary withdrawal from the course for whatever reason or if this agreement is terminated by us because you have failed to meet your financial or other obligations. 11.2. For cancellations received after 2 working days of booking no refund will be given, and you are still liable for the non-refundable administration fee. 11.5. This cancellation policy does not affect your legal rights — for example, if goods are faulty or mis-described.

12.0 Refunds 12.0. On cancellation we will aim to refund you within 14 working days, to the payment method used at the time of purchase. 12.1. We will refund you all moneys paid subject to section 11.2 however we reserve the right to deduct bank authorisation charges, delivery charges, damage and/or deterioration. 11. Notices Any notice sent by you or us under this agreement must be sent by first class post or delivered personally to the other's last known address. A notice sent by post will be deemed to have been received two days after posting and a notice delivered personally will be deemed to have been received as soon as it is delivered. 12. Governing law English Law governs this agreement and the English Courts have non-exclusive jurisdiction in respect of it.