

# Training Programmes: Terms and Conditions of Booking

### Introduction

- This document describes the terms and conditions which apply when booking on to any of the Training Programmes at LimeCulture Community Interest Company (hereafter referred to as LimeCulture). The document also describes what services delegates can expect from LimeCulture.
- 2. This terms and conditions document applies for the duration of an individual's enrolment on a training programme.

#### Making a Booking

- 3. By making a booking you will be deemed to have read, understood and accepted the Training Programme Terms and Conditions and will be subject to contractual arrangements with LimeCulture.
- 4. To make a booking please use the live booking system on LimeCulture CIC website at https://limeculture.co.uk/training-development/.
- 5. We encourage you to create an account to enable tracking of your booking and any update information as required.
- 6. Should you choose to make the booking as a guest you will be unable to make amendments to your booking without contacting us directly at <u>training@limeculture.co.uk</u>.
- 7. Once the booking form is received and processed you will receive a booking confirmation e-mail from LimeCulture. Your booking is classed as confirmed and the Terms and Conditions as outlined in this document apply.
- 8. Training places will only be confirmed where course fees are agreed to be paid in full. By making the booking you are confirming that you have sought appropriate management authorisation relating to payment of fees due and availability to attend all course dates.
- 9. Although booking will be confirmed, all places on the selected course are provisional until full payment has been made.
- 10. Cancellation charges apply (in accordance with paragraphs 21 to 26 below) should you decide to cancel your place, regardless of payment being made.
- 11. We recommend that you make every effort to attend each programme module on the published dates, unless there are exceptional circumstances, which prevent you from doing so.

- 12. Where delegates are unable to attend any planned course dates, they should inform us as soon as possible by e-mailing <u>training@limeculture.co.uk</u>.
- 13. We will endeavour to provide alternative dates; however, this is dependent on available places. It is important to note that our courses are often fully booked and therefore there may be a wait to complete missed modules.

#### Accreditation

- 14. LimeCulture training programmes are accredited by the awarding body, NCFE, with the exception of some of our bespoke training programmes, which have been specifically developed for individual areas.
- 15. Certificates of accreditation are awarded on successful completion of all modules and when a pass mark has been achieved in all assessments.

#### **Payment of Course Fees**

- 16. Payment of course fees must be made in advance and should be made as soon as possible after receiving an invoice. All prices quoted are exclusive of VAT unless otherwise stated. VAT is paid at the standard rate.
- 17. If your organisation uses purchase order numbers, the purchase order number should be included in your booking e-mail at the time of submitting your booking to us.
- 18. Our preferred method of payment is by bank transfer, and the relevant details can be found on our invoice.
- 19. Invoices will be sent a minimum of 14 days before the commencement of the course. If payment cannot be made within this timescale you must contact us in writing to let us know.
- 20. All invoices are due for immediate payment and must reach us by the commencement of the training course/event. Late payments may incur a late payment charge of 10% and you may forfeit your space(s) on the training course.

#### **Cancellation, Refund and Substitution Policy**

- 21. Due to the high demand for our training courses and the volume of pre-programme preparation we have to undertake, the following cancellation and substitution policy will apply once enrolments have been made.
- 22. LimeCulture must receive cancellations in writing to be effective.
- 23. More than one calendar month prior to the commencement of the training programme: You may cancel your registration and receive a full refund. Registration can be cancelled and any payments made fully reimbursed. Alternatively, you may request to be transferred to the next available course or a different course.

- 24. Less than one calendar month prior to the commencement of the training programme: Full course fees are applicable without transfer to an alternative course. You can, however, avoid being charged the full course fee by substituting your place with another candidate up until 7 days (5 working days) before the commencement of the training programme. An administration fee of £20 will be charged.
- 25. If you fail to attend a course without prior notification, the course fees will be charged in full. Please note that failure to submit payment does not cancel your undertaking to make payment in accordance with these Terms and Conditions.
- 26. If you have started the course, or are part way through a course, there can be no refund.

#### **Delegate Substitution**

- 27. To substitute your place please send a request to <u>training@limeculture.co.uk</u> and complete a new booking form.
- 28. Substitution requests can be made up until 7 days (5 working days) before the commencement of the course.

#### **Deferment or Extension**

- 29. Deferment, or extension, for completing a training programme can only be facilitated where there are exceptional circumstances which prevent a delegate from attending scheduled training within expected timeframes. If a delegate wishes to request a deferment or extension they should contact <u>training@limeculture.co.uk</u> as soon as possible to highlight the grounds for the request.
- 30. The intention of LimeCulture will always be to facilitate a deferment or extension request provided that the grounds for the request are genuine and unavoidable. LimeCulture will seek to agree with the delegate/organisation an appropriate length of time to defer the training.
- 31. However, LimeCulture reserves the right to refuse a request for the following reasons:
  - The grounds do not constitute exceptional circumstances.
  - The length of the deferment or extension requested is excessive.
  - There are alternative approaches available that would enable the delegate to continue the training.
- 32. LimeCulture CIC will not be liable for any losses or expenses, including consequential, arising from any such alterations or amendments to the timetable including where the request is refused.

# Exclusion

- 33. LimeCulture is committed to providing quality training for all delegates who attend any of our training programmes or courses.
- 34. LimeCulture reserves the right to refuse access to its facilities and premises where there is reason to believe that a delegate is in breach of these conditions or where a service representative uses threatening, bullying, harassing or disruptive behaviour towards other delegates or LimeCulture trainers. LimeCulture will not be liable for any losses or expenses (including accreditation fees and consequential damages) incurred by a service arising from such an exclusion.

# **Course Content and Programme Schedules**

- 35. LimeCulture will make every effort to honour all advertised courses and scheduled dates.
- 36. All courses require a minimum number of delegates. In the unlikely event of those numbers not being achieved we may choose to cancel the course.
- 37. In the unlikely event of disruption to services due to sickness or absence or unavailability of guest speakers LimeCulture reserves the right to alter the advertised schedule of courses, including cancellation of a course.
- 38. Should cancellation be required, we will give 14 days' notice.
- <sup>39.</sup> Individuals with confirmed booking will be offered alternative dates. If alternative dates cannot be offered a full refund of course fees will be made.
- 40. LimeCulture prides itself on providing up-to-date, evidence-based training and therefore reserve the right to alter or amend previously advertised programmes without notice, although we will make every effort not to do so.
- 41. Where training is delivered in-person, LimeCulture reserves the right to change the training venue from that originally advertised by providing 14 days' notice.
- 42. LimeCulture will not be responsible for any losses or expenses, including consequential, arising from any such alterations or amendments to the programme content and schedule including cancellation.

# Acceptable Use

- In placing a booking you agree to abide by LimeCulture's Learning Agreement, which will be communicated to delegates at the beginning of each programme module or course.
  Where programmes take place online, delegates will be expected to:
  - consider their environment and who is around them given the nature of the topics being discussed;
  - engage with the event as they would in the physical space; and

- treat input from all delegates with respect and consideration, recognising that individual experiences will be different, and make any challenges in a sensitive and constructive manner.
- 44. The majority of LimeCulture's training programmes take place online. However, where training is delivered in-person, in placing a booking you agree to abide by LimeCulture Acceptable Use Policy relating to the use of training facilities. This policy requires the following:
  - None of the facilities used by LimeCulture may be used to locate, display or transmit any material which is illegal or offensive.
  - Premises used by LimeCulture are non-smoking (including the use of electronic cigarettes) and all delegates are required to adhere to this policy.

# Publicity

- 45. LimeCulture may take photographs of the training events and use the images on its website or social media channels. If you do not want your image to be used in this way it is your responsibility to notify the trainers at the start of the course or programme.
- 46. Information about participation will not be publicised without express additional permission. If you do not want your organisation's name or logo to be used in this way you should notify LimeCulture by e-mail at <u>info@limeculture.co.uk</u>.

## **Data Protection Fair Processing Notice**

- 47. LimeCulture's Company Registration Number is 07667756.
- 48. LimeCulture is registered with the Information Commissioner Office ZA298542.
- 49. LimeCulture's registered office is at The Coach House, 2a Carr Road, Hale, Cheshire, WA15 8DX.
- 50. LimeCulture collects, holds and processes personal data relating to its clients. It is essential for it to do so in order to manage its operations and accreditations effectively. Our processes relating to personal data are carried out in accordance with the General Data Protection Regulation, and in line with our organisational knowledge management policy.
- <sup>51.</sup> The personal data held by LimeCulture is mainly taken from the details provided during the application/registration. Our privacy notice about use of and interaction with our website is available via a link on the LimeCulture website homepage marked 'Terms of Service and Privacy Policy'.
- 52. LimeCulture adds data that accumulates during and after interaction with LimeCulture. This may include sensitive personal data and could include photographs. We may use this data for marketing purposes.

- 53. By participating in training you give your consent for LimeCulture to process your personal data collected during registration. We will also seek and record your consent separately to take photographs.
- 54. If you want to know what information we hold about you, or opt out of any marketing communications or make any changes to your consent, for example relating to the use of photographs, please e-mail <u>mydata@limeculture.co.uk</u>.

#### Complaints

- 55. Details of our complaints policy can be found here <u>https://limeculture.co.uk/complaints-policy/</u>
- 56. These Terms and Conditions were first published on 6 February 2019.