

# TERMS AND CONDITIONS OF TRAINING OR CONSULTANCY

## Provided by Your Training Solution Ltd.

Any training product or service offered by Your Training Solution Ltd. will be conducted, without exception, in accordance with these terms and conditions and any booking will be considered as an acceptance of these terms and conditions.

### **1. Definitions**

The term Training Provider means **Your Training Solution Ltd.** our agent or representative. We may also use the acronym **YTS** representing Your Training Solution Ltd. and refer to different aspects of our activity i.e. "YTS promise".

Client means the **organisation or individual** booking and/or paying for the services or any YTS training and courses.

Delegate means **a person** attending the training course, assessment or seminar. We could also refer to this person as a student, learner or participant.

### **2. Bookings**

Bookings and any enquiries must be directed to Your Training Solution Ltd. in writing via email or on our website <http://www.yourtrainingsolution.co.uk/> by filling one of the appropriate forms "[Book Your Training](#)", "[Make an Enquiry](#)", "[Contact Us](#)" or tell us what you think by filling in our "[Guest Book](#)".

Alternatively use our single email address [info@yourtrainingsolution.co.uk](mailto:info@yourtrainingsolution.co.uk) or feel free to contact us over the phone 01428261806.

Bookings must be confirmed in writing by the client and will only be considered as confirmed, valid or intentional upon receipt of such notification. This will be done by filling the "[Book Your Training](#)" form on our website. Your Training Solution Ltd. could and will accept provisional bookings (training enquiry) but will incur no liability in respect of them. Either the training provider or the client may cancel such a booking until they are confirmed in the manner described above.

Following your training enquiry, which can be done by visiting our website and filling the form "[Make an Enquiry](#)" or simply by sending us an email, YTS will issue you a training quote, sometimes referred to as YTS promise stating the main aspects of our learning agreement, course, price, venue, delegates and other details.

Once you agree and decide to take our YTS promise, training course or consultancy, you need to confirm this in writing, by filling the "[Book Your Training](http://www.yourtrainingsolution.co.uk/)" form on YTS website <http://www.yourtrainingsolution.co.uk/>. We call this the **Training Agreement**. Your Training Solution Ltd. will then send you the Invoice stating when payment should be received by.

- For current course prices, please refer to our website
- Before booking onto the course, please ensure you have read the course content, to ensure the course will meet your training needs and that you are able to meet pre-requisites, where stated
- If a course registration/booking form is completed by an individual other than the named candidate, it is the responsibility of the employer to ensure the candidate is suitable for the course and has the relevant experience
- Upon receipt of your booking form, and subsequent payment, when applicable, your place(s) will be confirmed in writing and an invoice will be sent to you
- Course fees are payable upon booking unless a valid, authorised Purchase Order is provided and accepted
- Invoices will be sent by email or via post to the name and address provided on the booking form and must be paid within 30 days of the invoice date or not later than 5 working days after the course has been delivered
- Payment must be made in pounds Sterling by cheque, credit/debit card or BACS, bank transfer
- If any amount properly due to Your Training Solution Ltd. under or in connection with these terms and conditions remains outstanding beyond the due date, it will attract a delay in issuing the certificate(s) and the cancellation of any further courses
- **Important note:** acceptance of your booking brings into existence a legally binding contract between us on these terms and conditions

### **3. Provision of the Services**

With effect from the commencement date, the Training Provider agrees to provide the services to the client in accordance with the Training agreement or YTS promise.

YTS will deliver the courses with reasonable skill and care, commensurate with prevailing standards in the relevant training sector in the United Kingdom.

YTS will act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of services provided in the booking or learning agreement.

YTS will be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the services, training and courses.

YTS will use all reasonable endeavors to accommodate any reasonable changes in the services that may be requested by the client, subject to the client's acceptance of any related fees or charges occurring as a result of the proposed changes.

#### **4. Client's Obligations**

The Client shall use all reasonable endeavors to provide all pertinent information to the Training Provider that is necessary for the training provider's provision of the services, training and courses

The Client may, from time to time, issue reasonable instructions to YTS in relation to our provision of services. Any such instructions should be compatible with the specification of the services provided in the booking or learning agreement.

In the event that the training provider requires the decision, approval, consent or any other communication from the client in order to continue with the provision of the services or any part thereof at any time, the client shall provide the same in a reasonable and timely manner.

#### **5. Notification of Delegates**

The number of delegates must be given at the time of the booking and confirmed in writing. This number cannot be increased by the client without the approval of the training provider. Only delegates from the clients organisation are allowed to attend the training and places on any course must not be given or sold to any other organisation without the written agreement of Your Training Solution Ltd.

#### **6. Cancellations**

All confirmed bookings that are cancelled by the client will carry a 10% cancellation fee, if any payments made, to cover administration costs and if the training is cancelled within 7 days of the course commencement a 100% cancellation fee will be charged and therefore no refund given, unless a Force Majeure case is brought forward by any parties.

If the training provider is notified of a cancellation within the cancellation period(s) shown above, it will be at the discretion of the training provider whether the training course or seminar can be reallocated, although the training provider will endeavour to accommodate a request for an alternative date. The original booking will remain subject to the standard cancellation rules set out above.

#### **7. Prices & Payment**

The prices charged by the training provider are decided upon in line with the period of training provided, the number of delegates and other factors. These prices will be notified at the time of booking. Should the number of delegates increase above the prior agreed number then this will incur an additional charge per delegate. A money back guarantee is offered on a pro-rata basis per delegate, if after investigation, a delegate feels that the training did not meet the initial aims and objectives. YTS decision is final in terms of whether any fees are payable and if so the amount.

## **8. Travelling, Accommodation & Subsistence**

Unless otherwise agreed in writing expenses will be charged in accordance with this section. Travelling will be charged for at the current agreed HM Revenue & Customs rate. Where training is to be provided for a period in excess of one working day then the client will be responsible for providing the training provider with acceptable accommodation. Where a training course or seminar is to start or finish at such a time that it would be unreasonable for the training provider to travel to or from the training venue then acceptable accommodation must be provided by the client. This generally means hotel accommodation of 3 star rating or higher. Unless agreed by the training provider, substantial meals and refreshments or subsistence costs will be provided by the client for the period of all training provided.

## **9. Equipment & Belongings**

The training provider will not accept liability for loss or damage to any equipment or other belongings, however caused. Delegates are responsible for the safekeeping and appropriate use of items loaned to them. Damage or loss of such items will be charged to the client.

## **10. Health & Safety**

The training provider will take reasonable steps in relation to the health and safety of the training provider and/or delegates; however the responsibility for health and safety issues remains with the client throughout. A brief induction and familiarization with the fire procedures is expected to be delivered by the hosting company.

## **11. Confidentiality.**

The client and delegates will keep secure and not disclose any information of a confidential nature obtained by reason of the training received except information which is already in the public domain. The provisions of this section shall apply during the continuance of this agreement and indefinitely thereafter.

## **12. Right to Dismiss**

The training provider reserves the right, at its sole discretion, to dismiss any delegate from the training course or seminar on the grounds of misconduct or upon failure of any mandatory section of the course. Delegates health and fitness should also be considered by the employer or individual/trainee and any problems should be reported as soon as possible in order to prevent any injuries. Your Training Solution Ltd. will not take any responsibilities for unreported medical condition(s) affecting the delegates performance and therefore putting their health at risk.

### **13. Force Majeure**

The provision of training may be totally or partially suspended by the training provider to the extent that delivery is prevented through any circumstances beyond its control (sickness, death, severe weather changes, natural disasters...).

Your Training Solution Ltd. shall not be liable to refund of fees or for any other penalty should courses be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

### **14. Liability, Indemnity and Insurance**

YTS will ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance. This insurance must also cover the activities of any sub-contractor and/or supplier delivering the services on behalf of the training provider.

In the event that YTS fails to perform the services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the client.

YTS total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall be limited to a refund of the sum paid by the client.

YTS will not be liable for any loss or damage suffered by the client that results from the client's failure to follow any instructions given by the training provider.

Nothing in this Agreement shall limit or exclude the training provider's liability for death or personal injury.

### **15. Copyright**

The training provider retains its intellectual property rights in all of its materials, documents and/or software, none of which may be reproduced, modified, amended, stored in any retrieval system or transmitted, in any form or by any means, otherwise than for the purpose specified by the training provider. The material described above remains with the training provider and may not be used by the client, delegate or other party for training purposes. If the training provider becomes aware of such use then legal action may be taken to stop such activity and to seek compensation.

### **16. Variation**

The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties. No variation of these terms will be valid unless evidenced in writing and signed by a duly authorised representative of YTS and its Client or business partner.

Your Training Solution Ltd. reserves the right to launch, run and withdraw various promotional offers and practice introductory rates throughout the year, in order to promote business and its aims. These will be clearly stated on our website and on the invoice sent to the client or business partners.

## Your Training Solution Ltd.

December 2015

### Introductory Rates and Best Offers

#### YTS Promise

**45% discount** on all training sessions booked in 2015 and Pay the same price for any YTS training booked in 2016

**20% discount** on any YTS courses when you refer us to a friend or business partner alike and they book their first YTS training session. Alternatively, you can get 20% refund from the last booking fee paid to us, if no other bookings are likely to occur.

**Our YTS Promise** is to deliver you **high quality training** tailored to your professional requirements, **flexible time schedule**, available evenings and weekends and **competitive prices starting from £125 per session**.

**Quality and Flexibility**  
**Competitive and Affordable**  
**Accredited and Up to date**

## Your Training Solution Ltd.

December 2015