

## AGREED TERMS AND CONDITIONS

Your attention is particularly drawn to the provisions of clause 21 (Limitation of liability).

### 1. About us

1.1 **Company details.** ABLE SKILLS LTD (company number 05492477) (**we or us**) is a company registered in England and Wales and our registered office and main trading address is at Unit K5 Riverside Industrial Estate Dartford Kent DA1 5BS. Our VAT number is 843-8179-01. We operate the website [www.ableskills.co.uk](http://www.ableskills.co.uk)

1.2 **Contacting us.** To contact us, telephone our customer service team at 01322 280 202 or email us at [hello@ableskills.co.uk](mailto:hello@ableskills.co.uk) How to give us formal notice of any matter under the Contract is set out in clause 26.2.

### 2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the booking by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

### 3. Placing a booking and its acceptance

3.1 **Placing your booking.** Bookings can be made via the website, by telephone or in person. Each booking is an offer by you to purchase a place on a specified course (**Services**) subject to availability on such course and subject to these Terms.

3.2 **Accepting your booking.** Our acceptance of your booking takes place when we send an email to you (or if no email address has been provided when we write to you at the correspondence address you have given) confirming your booking and issuing to you

our invoice (**Booking Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Booking Confirmation.

- 3.3 **Booking Confirmation.** We will send to you our invoice for payment, payment information, balance of payment information (if applicable) and the course joining instructions containing details of the course you have booked, start dates and details of the venue. **Please ensure you read the Booking Confirmation carefully.**
- 3.4 **If we cannot accept your booking.** If we are unable to enrol you/the student on a course for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount you have paid.
- 3.5 If after we accept your/the student's enrolment on a course we subsequently discover information which gives us reasonable grounds to believe that the course you have booked is not appropriate for you/the student for any reason, we may cancel the booking and we will notify you accordingly. In this scenario, unless the reason for cancellation was as a result of your non-compliance with these Terms we will refund you the full amount you have paid or if the course has already commenced we will refund you a proportion of amount you have paid

#### **4. Our services**

- 4.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 4.2 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.
- 4.3 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

#### **5. Your obligations**

- 5.1 It is your responsibility to ensure that:
  - (a) the terms of your booking are complete and accurate;
  - (b) you cooperate with us in all matters relating to the Services;
  - (c) you are aware that, whilst we take all reasonable steps to make the courses as inclusive as possible, all courses are delivered in English, workshops and



assessments require a reasonable level of physical fitness and health and the trades that our courses cover, if not properly performed, can be potentially dangerous and therefore our courses are designed for (and only suitable for) individuals intending to use the skills developed in the course of their trade.

5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 5.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 21 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 6. Services in UK only

We are unable to perform the Services outside the UK.

## 7. Fees

7.1 In consideration of us providing the Services you must pay our fees (**Fees**).

7.2 The Fees are the price set out on our invoice.

7.3 Our Fees are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Fees.

## 8. How to pay

8.1 Payment for the Services is due as stated on the invoice. Payment for the Services must be made in full prior to the course commencing. We reserve the right to refuse to allow you/the student entry onto the course if payment has not been made in accordance with this clause 8.1 or clause 8.2 below where we have agreed as a concession payment by instalments and you have failed to make payment of an instalment.

8.2 Notwithstanding clause 8.1 above, we may at our entire discretion accept as a concession payment by instalments but we reserve the right to remove this concession

at any time without reason and require payment in full in accordance with clause 8.1. Details of any concession will be set out in your invoice.

- 8.3 You can pay for the Services using a debit card or credit card over the telephone or in person or by BACS or CHAPS transfer.
- 8.4 If you/the student withdraw from a course that has a duration of longer than one week and where there is no opportunity for us to replace you/the student on that course, we reserve the right to demand any Fees outstanding to be paid in full.
- 8.5 Failure to pay the Fees may result in you/the student losing your/his/her place on all of the courses booked. You/the student will not be able to undertake their assessment unless full payment has been received or a prior arrangement has been agreed with us.
- 8.6 Your/the student's assessment paperwork and results will not be transmitted to the certification body for certification until all Fees have been paid in full to us.
- 8.7 If you/the student does not achieve certification you will not be entitled to a refund of the Fees.
- 8.8 We reserve the right to refuse any payment if we are not satisfied as to the identity of the payer or the source of funds or where we have reason to believe that it may be unlawful to accept payment.
- 8.9 For any failed or cancelled payments, a £20 administration fee will be levied.
- 8.10 If you fail to pay the Fees or any other payment due under the Contract by the due date, then, without limiting our remedies under clause 21 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time or 8%, whichever is the higher.
- 8.11 If you fail to pay the Fees or any other payment due under the Contract, we reserve the right to share data in relation to debt collection to a third party to obtain the monies owed.
- 8.12 All amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding.

## **9. Finance**

- 9.1 If you have been successful in obtaining finance via our finance partners, you must adhere to their terms and conditions regarding the repayment schedule. Any agreement you enter into with them is between you and the finance provider.
- 9.2 We may enter into arrangements with a Financial Conduct Authority finance company in connection with the provision of facilities for candidates to pay course fees by instalments. Under these arrangements the finance company may have rights to recover from us, including but not limited to any losses they incur as a result of candidates not keeping up payments on credit agreements with them for financing the fees or for other reasons.
- 9.3 If you enter into an agreement with a finance company and we have to make any payments or otherwise incur any liability in respect of these, and/or any finance plan is cancelled, terminated or ended for any reason, you will remain fully liable for the Fees and you further agree to fully and effectually indemnify us for any losses we incur in compensating any finance company which shall be recoverable from you as a debt due to us on demand.

## **10. Re-scheduling of courses**

- 10.1 Should you wish to change the date of your course or any course package modules, you will be charged an administration fee of £50. Any changes that we agree to are made entirely at our discretion and can only be made once. All requests to change the date of the course must be made in writing/email to us.
- 10.2 Changes to course dates can only be made if such request is received more than 21 days before the course start date. Any request to change course dates which is made less than 21 days' before the course commences will not be permitted due to some or all the below:
  - City & Guilds enrolment requirements;
  - registration fees;
  - exam scheduling procedures;
  - class and tutor allocation which will have taken place.
- 10.3 The City & Guilds 2396 course, once booked, cannot be moved (whatever the reason), due to the City & Guilds enrolment and scheduling procedures which take place a number of weeks prior to the examination date (as once the final registration and exam

scheduling has taken place students are unable to be moved from the course and examination list). It is your responsibility to provide your/the student's correct details at the time of booking. Should you need to make any amendments such as a name or date of birth after the initial booking has been made, you will incur an administration charge of £50. You will also need to provide formal identification (such as a passport/driving licence/birth certificate) evidencing the correct name.

## **11. Time Limits for commencing a course**

- 11.1 Registration and Certification - Registration and Certification for qualification courses are provided by an awarding body, the cost of which is included within the price of the applicable courses. Should you fail to register on a course within 6 months of the date you have made your booking, we reserve the right to request an additional payment from you to cover any increase in costs of Registration and Certification.
- 11.2 Homestudy – You must commence your in-centre training within 12 months of receipt of your home study pack. This in-centre training must then be completed within 18 months of the commencement of your in-centre training.
- 11.3 NVQ's – You have a maximum of 3 years from registration of the course to complete the qualification. After 3 years, if the qualification remains incomplete, you may complete the course by paying a re-registration fee but at the then current rate not the rate which was quoted to you when you originally registered for the course.
- 11.4 All courses, with the exception of NVQs, must be completed in their entirety within 18 months of the first training date.

## **12. Cancellation charges**

- 12.1 Provided that you book more than 21 days in advance of the course start date, you will be entitled to a cooling off period.
- 12.2 If you wish to cancel this Contract under our cooling off period arrangement, you must cancel by the earlier of the following dates:
  - 14 days from the date on which you placed your booking; and
  - 22 days before the course start date.

This means that your cooling off period will normally be 14 days from the date of your booking, but you will not receive any cooling off period if you booked 21 days or fewer before the course start date. This is because we require confirmation as to who will be attending the course at least 21 days before the course start date.

- 12.3 If you cancel the Contract during the cooling off period, you will receive a full refund, minus an administration fee of £50 for short courses and £150 for longer courses.
- 12.4 If you cancel the Contract after your cooling off period has expired, but more than 21 days before the course start date, you will not be entitled to any refund of any deposit you have paid but you will not be required pay the balance off the Fees. If you have paid such balance before you cancelled the Contract, you will be entitled to a refund of the difference between the paid balance and the deposit.
- 12.5 A deposit is non-transferable and non-refundable except in the following circumstances:
  - you need to make a change to the booking and do so in accordance with clause 10 above; or
  - you cancel the booking during the cooling off in accordance with this clause 11.

### **13. Re-sits**

If you/the student fails to meet the required level of competency in either practical or theory exams/assessments, it may be necessary for you/the student to re-sit the sections of the course which you/the student have been unsuccessful in.

### **14. Re-sit fees**

- 14.1 The re-sit fees are as follows:

#### 2365-02/03 and 6035/6189 and Construction Diplomas

On-line/Written Exams – £50 per exam.

Practical Assessments - £100.00 per day or part of a day.

#### 2382

On-line Exams –£100.00 per exam.

#### 2377

On-line Exams –£75.00 per exam.

Practical Assessment - £100.00 per day or part of a day.

### 2391-52

On-line Exams –£100.00 per exam.

Practical Assessment- £150.00 per day or part of a day.

### 2396

Written Exam –£150.00 per exam.

If additional training is required in any subject, this will be charged at a rate dependant on the nature and amount of training involved.

- 14.2 All re-sit fees must be paid in full at the time of their booking.

### **15. Home study courses**

- 15.1 If you wish to cancel under the cooling off period referred to at clause 12, you must cancel within 14 days from the date on which you placed your booking. However, as the home study pack will already have been posted and Smartscreen access provided, you will need to return the pack and associated materials to us at your own expense. Only if the pack is re-saleable will we provide a refund less a £150.00 administration fee.
- 15.2 If you cancel after the cooling off period has expired, you will not be entitled to any refund of your deposit.
- 15.3 If you make a booking and subsequently cancel any of the course attendance weeks associated with your Home Study, if payment is made for this booking more than 14 days before the attended course start date, you will not receive a refund. If it is less than 14 days, we will provide a full refund less a £50 administration fee unless such cancellation is less than 21 days from the date you/the student is due to attend in which case, no refund will be made and you will need to re-book that week and pay the Fees for that.

### **16. Absences**

- 16.1 Once a course has commenced, you/the student must attend all sessions necessary to complete the course. Once a course has commenced it must be completed. You/the student cannot commence the course and complete it at a later date. You will not be entitled to any refund of your Fees for any absences.
- 16.2 In the event of extreme weather conditions (including but not limited to such as heavy snow, strong winds, flooding) or public transport disruptions/cancellations/strikes, we

will ensure we are able to provide a full service by using several contingencies. You/the student must ensure you/he/she is able to attend the course and we will not be responsible (nor required to issue any refund of the Fees or offer any alternative course dates) as a result of you/the student not attending due to such extreme weather conditions or public transport disruptions/cancellations/strikes.

16.3 We will review each absence and any reasons given for that absence. If the reason why you/the student were unable to attend was due to exceptional circumstances then we may, in our absolute discretion, offer a new date to attend the course. Whether or not we deem such circumstances to be "exceptional" shall be at our sole discretion. We reserve the right to ask you for supporting documents to prove any exceptional circumstances. Please note that a new course date cannot be offered, in any circumstances whatsoever, for C&G 2396 courses.

**17. Unacceptable behaviour**

The consumption of alcohol or drugs within our course venues is strictly prohibited. We reserve the right to remove you/the student from a course if your/their behaviour towards other candidates and/or staff is deemed by us in our absolute discretion as unacceptable and disruptive to the course. In such circumstances no refund of the Fees will be payable.

**18. Photographic, video and sound recording equipment**

The use of photographic, video and sound recording equipment is strictly prohibited within any part of the premises where the course is delivered. Any person found to be using this type of equipment on a course and/or assessment may be asked to leave and no refund of the Fees will be repayable.

**19. Intellectual property rights**

All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

**20. How we may use your personal information**

20.1 We will use any personal information you provide to us to:

- provide the Services;
- process your payment for the Services; and
- inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

20.2 We will process your personal information in accordance with our Data Protection Policy (<https://www.ableskills.co.uk/data-protection-policy>), the terms of which are incorporated into this Contract.

**21. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

21.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

21.2 Subject to clause 20.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

21.3 Subject to clause 20.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Fees paid under the Contract.

21.4 This clause 20 will survive termination of the Contract.

**22. Termination, consequences of termination and survival**

22.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) You/the student commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 21 days of you being notified in writing to do so; or
- (b) you fail to pay any amount due under the Contract on the due date for payment;

## 22.2 Consequences of termination

- (a) On termination of the Contract you must return any materials that we have provided to you/the student. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose. Failure to return any materials will result in you incurring a replacement charge in addition to any other rights or remedies that we may enforce against you under the Contract.
- (b) Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

22.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 23. Events outside our control

- 23.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 23.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
  - (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 23.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the Fees reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

## 24. Disclaimer regarding advice given

All advice given regarding career paths, abilities to join registration bodies, qualification advice or other career opportunities is correct at the point of enquiry. This may be subject to change and is beyond our control. We cannot be held responsible for

changes to other organisations' joining requirements or qualification pre-requisites. No refund of the Fees will be issued in the event of such changes.

Any opinions expressed by the course tutor represent his/her own views and not necessarily our views and we shall not accept any responsibility for them.

**25. No Guarantee of success**

Completion of the course does not guarantee your/the student's competence to perform work or ability to gain employment in the relevant field and we make no representation, warranty or guarantee as to such competence or ability. In undertaking any work, you/the student must take care to ensure that the work is within your/his/her competence and seek further instruction or supervision, if necessary. Any statement made to you by us or our staff regarding the likelihood of obtaining employment and/or your/the students potential earnings shall be treated as a matter of opinion and not a representation and shall be non-binding.

**26. General booking note**

- 26.1 We reserve the right to alter booking arrangements if necessary and have the right to refuse any booking application, at our sole discretion.
- 26.2 The course qualification route booked is the correct route at the time of booking. Qualification routes are subject to change. Should any changes be made by the awarding bodies to qualifications, we will endeavour to change the qualification route. However, we will not be liable to you in any way as a result of such changes. Changes of this nature may affect the duration and cost of the course, which you accept by placing your booking.
- 26.3 We cannot be held responsible for any accommodation that is booked outside of the accommodation which we provide. Any information about alternative accommodation is provided to assist in your search for accommodation. You are responsible for your own booking and payment of such accommodation.

**27. Communications between us**

- 27.1 When we refer to "in writing" in these Terms, this includes email.
- 27.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 27.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

27.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

27.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

**28. General**

28.1 **Assignment and transfer**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

28.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

28.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

28.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

28.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.



28.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.