

Training terms and conditions

These Terms and Conditions (T and Cs) are effective from 1 February 2020. Please note these Terms and Conditions may be subject to change without notice.

These T and Cs are produced to ensure both Kym Allan Safeguarding, Health and Safety Consultants Ltd. (hereinafter known as KAHSC Ltd.) and the customer remain responsible when cancelling courses and/or training. These T and Cs do not affect your statutory rights. This page sets out the terms and conditions under which KAHSC Ltd. provide the courses which are available on the KAHSC Ltd. website.

KAHSC Ltd. understand that issues arise which may be out of your immediate control such as serious illness/injury or bereavement and we will always do our best to help and cater to your unique situation.

Terms and conditions

- You must call <u>(01228 210152</u>) or e-mail <u>Courtney.allan@kymallanhsc.co.uk</u> as soon as practically possible if for any reason you cannot attend a course for which you have a confirmed booking.
- You can cancel training free of charge up to 7 days prior to the course date.
- If you fail to attend on the day of the course without giving appropriate prior notice, 100% of the total course fee will be charged.
- 50% of the course fee will be charged if we cannot cancel your place within 7 days in line with the location charging policy (you will be charged 50% if we cannot cancel your place/refreshments with the venue provider).
- You can transfer your place to another delegate/attendee at no additional cost but please make us aware before the course starts if possible.
- All bookings are subject to acceptance by KAHSC Ltd. After placing a booking, you will receive an email or letter from us acknowledging that we have received and accept your booking. The booking confirmation shall include a copy of these terms and conditions. The contract will only be formed when we send you the booking confirmation.
- We reserve the right to make reasonable amendments to the content and syllabus of a course, when necessary.

Course cancellations

On rare occasions KAHSC Ltd. may have to cancel a course at short notice for example but not limited to adverse weather if we feel it is putting our staff or attendees at unacceptable/unreasonable risk.

- KAHSC Ltd. reserves the right to cancel or alter the dates/time of the course and venue.
- KAHSC Ltd. reserve the right to cancel a course as a result of low numbers of attendees up to 7 days prior to the course start date.
- KAHSC Ltd. will not be liable for any financial loss, including travel and accommodation costs suffered by or on behalf of any person who wished to attend the training, should we cancel them for any reason. You are strongly advised to take out insurance against cancellation if your travel costs are likely to be substantial.
- If KAHSC Ltd. cancel a course, please know we have not taken the decision lightly and we will always contact everyone attending as soon as we can.
- KAHSC Ltd. reserve the right to cancel your course booking at our absolute discretion, and refund all fees paid by you, irrespective of whether the course itself is to proceed, without any further liability on our part.

• If KAHSC Ltd. cancel, a full refund will be given within 28 working days and a credit note sent if you have already paid or you will not be invoiced.

Discounted or free subscriber training

• If you cancel within 10 working days of the course, you may reschedule once however, if you cancel the training a second time, you will lose your discounted training allowance.

Payment (Current)

- All course fees will be invoiced after the course has taken place unless specifically requested prior to the course starting.
- Invoices must be paid within 28 days of receipt unless prior agreement has been made with KAHSC Ltd.
- Prices are liable to change at any time; however, it will not affect your booking once you have received your booking confirmation.

Payment (for courses taking place after 1 September 2020)

- All course fees must be paid in full before the course takes place unless prior agreement has been made with KAHSC Ltd.
- KAHSC Ltd. can offer a payment plan depending on the course and individual circumstances, however, the full amount must be paid before the course takes place.
- Prices are liable to change at any time; however, it will not affect your booking once you have received your booking confirmation.

Covid responsible training (as of 1st September 2020)

Before the training goes ahead

- If a delegate must self-isolate, KAHSC Ltd. ask that you let us know as soon as reasonably possible.
- KAHSC Ltd. will honour a free transfer to the next available session if the delegate needs to cancel due to self-isolating.
- KAHSC Ltd. reserve the right to cancel any training before commencement if we feel it is
 putting our staff or the public at unacceptable/unreasonable risk, we will seek to contact you
 as soon as reasonably possible if this happens. Please refer back to 'course cancellations' for
 more information regarding this.
- KAHSC Ltd. will make arrangements with the venue provider regarding 'track and trace' to contact any delegates if they have been in contact with someone else who has since tested positive to COVID-19.

During the training session

- If a delegate has any symptoms of COVID-19 and are in a position where they need to selfisolate, you must not attend any of our training sessions.
- Training group sizes will be reduced to help us ensure appropriate social distancing. KAHSC Ltd. will always look to have 2m distance between delegates or 1m with additional measures (masks, visors, or screens etc).
- KAHSC Ltd. reserve the right to alter the training content and syllabus of any course as usual, this may be necessary to avoid physical touch activities or group work.
- KAHSC Ltd. will provide hand sanitiser. Delegates are advised to bring any additional measures to protect themselves.



Related

- KAHSC Ltd. reserve the right to not issue a certificate of completion if the attendee has left the course before completion.
- One substitute is permitted per attendee for the entire course; daily substitutions are not permitted.
- Applicable laws require that some of the information or communications KAHSC Ltd. send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- The materials, training and courses provided by KAHSC Ltd. cannot be relied upon for legal interpretation. Neither KAHSC Ltd. nor its employees, trainers or consultants will accept responsibility for delegates' actions, or those of other people reading the course notes or interpreting the training in litigation, or responsibility for any loss incurred as a result of relying on the training or the training notes.
- Serious illness/injury definition; Any illness that requires immediate hospitalisation
- For any further queries, please call 01228 210152, E-mail <u>courtney.allan@kymallanhsc.co.uk</u> or post 3-4, Citadel Row, Carlisle, Cumbria, CA3 8SQ.