

ADVANTAGE ONE TRAINING ACADEMY - TERMS AND CONDITIONS

These Terms and Conditions are the things that you must know about when booking any Course with Advantage One Training Academy. You should read them all and understand them, so if you need any help in understanding them, please let us know before you book and we can help to explain, because once you make your booking; you do so agreeing to all of these Terms and Conditions.

You the "Customer" must agree to these terms and conditions (the "Terms") before ordering from Advantage One Training Academy ("we" "us" "Company" "Advantage One").

By paying for an order via the telephone, via invoice, or by clicking on the 'Place Order/Book Now' button, you do so agreeing to our Terms and Conditions.

You should read these Terms before placing an order as they contain important information.

Terms:

We have tried to state the Terms as clearly as possible, however, if you have any queries at all about the Terms, please do not hesitate to contact us.

Contents:

1. Terms
2. Who we are, Who our Awarding Bodies are and the Sampling required
3. Prices and Payment - Website Bookings
4. Company Order Process
5. Invoices
6. Booking Confirmation, Joining Instructions and Course Requirements
7. Re-bookings, Refunds, Cancellations, Cancellation Fees and Credit Notes
8. Credit/Debit Card Payment
9. The Course(s)
10. Copyright
11. Liability
12. Policies, Procedures and Requirements
13. Assignment
14. Force Majeure
15. General
16. Personal Information and Data Protection
17. Communication

1. Terms

1.1 Subject to any variation under condition 1.3 the Contract (as defined below) shall be on these Terms and the Privacy Policy (as defined below) to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, email, confirmation of order, specification or other document).

1.2 No terms or conditions endorsed on, delivered with or contained in your purchase order, email, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract, unless expressly agreed in writing and signed by a director of Advantage One. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Advantage One which is not set out in the Contract.

2. Who we are

Advantage One can be contacted directly by any of the means below:

Advantage One Training Academy, 1 Madeley Road, Redditch, B98 9NB. 01452 526688

2.1 Who our Awarding Bodies are:

Highfield e-learning, Academy House, Sidings Court, Lakeside, Doncaster, DN4 5NL.0845 2260350

JAUPT, 9 Warren Yard, Wolverton Mill Milton Keynes, MK12 5NW 01908787000

2.2 Awarding Body Sampling

Highfield e-learning or JAUPT may request to contact you via telephone or by email, in order to sample the Course(s) provided by Advantage One. This is to help ensure we continue to train at the highest standards and our Students continue to receive real training that is presented appropriately and effectively.

3. Prices and Payment - Website Bookings

3.1 You shall pay for the Course(s) at the point at which you purchase the Course(s) via the Website. The price of the Course(s) shall be confirmed prior to you purchasing the Course(s).

3.2 New and private customers must pay on order by debit/credit card via our Website, or by BACS on receipt of a pro-forma invoice.

3.3 Course(s) booked via the Website will require immediate payment in full for Booking.

3.4 All prices on Social Media, in our catalogue, leaflets and on the Website are in GBP, does not include VAT unless otherwise stated and were correct when published. We reserve the right to change the advertised price before an order is placed. You shall be notified of such amended price prior to purchasing the Course(s).

4. Company Order Process & Block Bookings

4.1 Upon agreement, Bookings can be made via Email, Purchase Orders and Invoices. 50% of the Invoice is payable upon Booking, with the balance payable a minimum of 7 days prior to Course Commencing

4.2 Each order or acceptance of a quotation for Course(s) by you from Advantage One shall be deemed to be an offer by you to buy Course(s) subject to these conditions.

4.3 No order placed by You shall be deemed to be accepted by Advantage One until a written acknowledgement of the order is issued by Advantage One or (if earlier) Advantage One delivers the Course(s) to You.

4.4 You shall ensure that the terms of your order and any applicable specification are complete and accurate.

5. Invoices

5.1 Invoices will include a breakdown of fees to product level. They will be raised and sent out to customers by email or post within 3-5 days of the Course(s) booking being confirmed.

5.3 Customers can apply to open an invoicing/credit account after making 3 or more paid transactions with a total value of £1000 or over within 1 rolling year. All customers will have to contact Accounts at Advantage One and complete a review, to be considered for an invoicing account. Credit account approval is given at Advantage One's entire discretion.

5.4 There may be a need for the customer to reapply for a credit account following a failure to meet the payment terms on the account. Customers will need to make 3 further paid orders within 1 rolling year and complete a new credit application and submit this for processing.

5.5 General invoices will be for the full term, payable within 28 days from date of invoice, unless otherwise agreed with the company.

5.6 Statements of outstanding accounts are issued after the end of each week.

5.7 If payments are not received within the agreed terms, an attempt will be made to contact the customer by telephone/email to advise that the payment is overdue. We will try to agree a date for payment to be made at this point.

5.8 If the account remains unpaid after the agreed payment date passes, the account will be placed on hold and the customer will be notified in due course. Only when payment has been received for the outstanding balance will any sanctions on the account be lifted. Customers may be required to reapply for a credit account in line with point 5.4.

5.9 Should payment still not be received following on from the above notice, steps will be taken to suspend your centre status/prevent the booking of further assessments. At this time, the customer will be notified that persistent failure to make payment could result in the balance being passed into Advantage One's solicitor's hands.

5.10 If you fail to make any payment due to Advantage One under the Contract by the due date for payment, Advantage One may charge interest at the higher of either 3% above Barclays Bank plc base rate or the rate as set out in the Late Payments of Commercial Debts Regulations. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amounts, whether before or after judgment. You will pay the interest together with the overdue amount.

5.11 Copies of all documentation will be retained on file.

6. Booking Confirmation, Joining Instructions and Course Requirements

6.1 When booking via our Website, you will receive an automated confirmation, once you have booked your Course and paid in full. You will receive an individual confirmation email when booking by any other means, namely; phone bookings or by Purchase Order.

6.2 Before the start of your Course (usually 7 days previous) you will be sent a Welcome Pack, along with Joining Instructions; detailing any Course Requirements and Training Instructions that you must abide by. The Company will not be held responsible for your inability to attend your Course, if you do fulfil these requirements, such that you are not fulfilling the Criteria to attend the Course.

If you do not receive your Booking Confirmation, Joining Instructions and Course Requirements before attending the Course, please contact Advantage One Training Academy directly, your Customer Manager (if you know who they are) or Advantage One Head Office, as soon as possible.

7. Re-Bookings, Refunds, Cancellations, Cancellation Fees and Credit Notes

7.1 Advantage One reserves the right to cancel a course at any time, in the event of an Authorised Trainer not being available, or in the event that Course numbers are below the minimum levels. In this event, we will supply you with alternative dates for re-Booking, or a Credit Note for further use. In the case where suitable alternative dates are not available, a full refund will be issued.

7.2 If you are unable to attend a course, or need to cancel, in excess of 28 days of your Course date, you may be offered alternative dates, or a Credit Note. If no further courses are available a Refund may be issued. In this case; any Deposit or Booking Fee is non refundable.

If you need to cancel a course within 28 days of the Course Date, the full amount may be payable. You may be offered alternative dates, but any Course Booking Fee, Deposit or unavoidable associated costs is not transferable or refundable. This Course Booking fee will £35, plus course specific charges.

Depending on the Course booked, further associated fees may also be applicable.

7.3 Your refund will be issued within 14 days of receipt of confirming a refund will be issued by Accounts.

7.4 It is company policy not to issue cash refunds.

7.5 When a credit note is issued it can be used to purchase any Advantage One product. If your credit note exceeds the purchase price of the good(s) you are purchasing no refund will be given for the unused portion of the credit note. Where your credit note is less than the purchase price of the good(s) you are purchasing, you must pay the outstanding balance. The credit note will be valid for 24 months from date of issue and then will lapse, along with any right you may have had to the sums to which it relates.

7.6 It is important to keep your original credit note safe as copies will not be accepted. The credit note number reference must be presented prior to the point of purchase in order for the good(s) to be collected or delivered.

8. Credit/Debit Card Payment

8.1 The secure credit/debit card processing service for this Website has been provided by Stripe. Your details may be transferred to Stripe for the sole purpose of processing any transactions you have instigated.

8.2 Under no circumstances will your credit/debit card information be passed on, sold or loaned to any third party. Your credit/debit card information is kept for the duration of the transaction in question only. If you are in any doubt, we are happy to take credit/debit card payments over the phone, at our Premises in Redditch (provided by Barclaycard) or accept payment by cheque but this may result in a delay.

8.3 You should ensure that you have established a secure connection before supplying any credit/debit card information. For more information on how to tell if you are viewing a secure or non-secure site, please see your browsers documentation.

9. The Course(s)

9.1 All Course(s) are subject to availability. As a result of continuous product improvement the specification or design of Course(s) may vary from that shown.

9.2 It is your responsibility to ensure the suitability of the Course(s) offered for any particular purpose prior to purchasing the Course(s).

9.3 Advantage One Training Academy will, where possible and practicable; make all and any necessary reasonable adjustments possible, provided we continue to comply with appropriate Course criteria.

10. Copyright

10.1 You acknowledge and agree that Advantage One, Highfield e-learning, JAUPT and/or its licensors own all intellectual property rights in the Course(s). Except as expressly stated herein, the Contract does not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Course(s).

11. Liability

11.1 This clause sets out Advantage One entire liability to you.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits our liability:

- (a) for death or personal injury caused by our negligence; or
- (b) if applicable under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for Advantage One to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3:

(a) Our total liability in contract (including pursuant to an indemnity) tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to a sum equal to the price paid by you for the Course(s); and

(b) We shall not be liable to you for any pure economic loss, loss of profit, loss of business, loss of data, loss of revenue, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11.5 Advantage One will not accept any liability in the event of any Accident or Injury as a result of attending a Training Course,, providing we have adhered to all Course Parameters and Health and Safety guidelines.

11.6 Advantage One cannot accept any liability for the actions committed by any individual, as a result of attending any Course, during or in the future.

12. Policies, Procedures and Requirements

Advantage One Training Academy has a number of associated Policies and Procedures, relating to attending any Course. These can be emailed upon request, or found within your Student Zone, found at www.advantage1.co.uk/trainingacademy/studentzone . You must read, agree and abide by the contents of all of these documents, which include, but not limited to:

1. Customer Satisfaction Policy & Procedure
2. Malpractice and Maladministration
3. Quality Assurance Policy
4. Student Appeals Policy and Procedure
5. Health & Safety Policy
6. Site Risk Assessment and Course Guidelines

13. Assignment

13.1 Advantage One may assign the Contract or any part of it to any person, firm or company.

13.2 You shall not be entitled to assign the Contract or any part of it without the prior written consent of Advantage One.

14. Force Majeure

14.1 Advantage One reserves the right to defer the date of Courses, or to cancel the Contract or reduce the volume of the Course(s) ordered by you (without liability to you) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Advantage One including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

14.2 If the event in question, as listed in 16.1 above, continues for a period in excess of 180 days, you shall be entitled to give notice in writing to Advantage One to terminate the Contract.

15. General

15.1 Each right or remedy of Advantage One under the Contract is without prejudice to any other right or remedy of Advantage One whether under the Contract or not.

15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.3 Failure or delay by Advantage One in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

15.4 Any waiver by Advantage One of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16. Personal Information and Data Protection

16.1 Please access our Privacy Policy for details as to how we use your information. We do not sell personal information about any of our customers, to any party, for any reason.

16.2 By accepting these terms and conditions, you consent to us holding your personal details for our records only. Your personal details will be held securely and will be used only for our own marketing/promotional purposes, for review by third parties if you have submitted information to an online directory, or for order/payment processing/monitoring. Your personal details WILL NOT be passed on to any third parties without your express permission. If you would like us to remove you from our private records, please contact us supplying your name and address, and your personal details will be removed within 7 Working Days.

16.3 Your credit/debit card details will be kept for the duration of the transaction for which they were supplied only. Upon satisfactory completion of the transaction, your credit/debit card details will be removed and destroyed. No record of them will be kept, electronically or otherwise.

17. Communications

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent:

- (a) (in case of communications to Advantage One) to its registered office or such changed address as shall be notified to the Customer by Advantage One; or
- (b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to Advantage One by the Customer.

17.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery.