

# The Construction Skills People Ltd

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## Booking Terms and Conditions – Commercial Training

### 1. Definitions

- **Contract:** The agreement between You and Us for the provision of a training course in accordance with these Terms.
- **Data Protection Legislation:** All UK laws and regulations relating to the use of personal data, including the Data Protection Act 2018 and the UK GDPR.
- **Grant:** A grant provided by the Construction Industry Training Board (CITB) to support employer training.
- **Intellectual Property Rights:** All patents, copyrights, trademarks, trade secrets, goodwill, database rights, and all other intellectual property rights, registered or unregistered.
- **Order:** The booking request submitted by You (via booking form, email, or phone).
- **We / Us / Our:** The Construction Skills People Ltd, company no. 06616608, registered at Unit 1, The Bridge Business Centre, Beresford Way, Chesterfield, S41 9FG.
- **You / Your:** The customer making the Order.
- By submitting an Order, You agree to these Terms. A binding Contract exists only once We issue written acceptance of Your Order.

### 2. Booking Process

- Orders may be submitted by email, telephone, or via Your dedicated contact.
- Once accepted, We will issue an invoice within 2–3 working days. Joining instructions will be sent up to two weeks before the course start date.
- If You do not receive confirmation, it is Your responsibility to check with Us.
- Failure to attend will result in liability for the full course fee.

### 3. Certification

- Certificates/cards will be sent by email or post to the address on the Order (UK delivery free of charge).
- We are not liable for items lost after leaving Our possession.
- Requests for replacement certificates more than 10 weeks after course completion will incur full replacement charges.

### 4. Cancellation and Refunds

- Written cancellation charges (before course start date):
- 21 days or more: Full refund, less £15 administration charge.
- 15–20 days: 50% of course fee due (or 50% refund if paid), plus £15 administration charge.
- 0–14 days: 100% of course fee due, no refund.

- Non-attendance: 100% of course fee due, no refund.
- If We cancel or make significant changes, We will offer an alternative date/venue or a full refund. We are not liable for additional costs You may incur (e.g., travel, accommodation).

## 5. Changes to Bookings

- More than 21 working days before start date: You may change delegate details, course date, or course type (subject to availability) at no cost.
- Within 21 working days: Changes are treated as cancellations (see Clause 4).
- Refund requests are subject to a £15 administration fee.

## 6. Late Bookings

- Orders placed fewer than 14 working days before the course start are accepted on the basis that full course fees remain payable even if You cancel, change, or fail to attend.

## 7. Payment Terms

- Payment is due 30 days before the course start date unless otherwise agreed in writing.
- Orders placed within 30 days of the course start date require immediate payment.
- All fees are exclusive of VAT.
- Non-payment does not release You from liability. Interest will be charged at 4% above the Bank of England base rate from the due date until paid.
- All sums must be paid in full without set-off or deductions.

## 8. Postponement by Corporate Clients

- At Our discretion, In-House courses may be postponed with at least 21 days' notice.
- Rescheduled courses must take place within 6 months of the original booking.
- Payment must be made in full before delivery of the rescheduled course.

## 9. CITB Grants

- Accurate delegate details must be provided for registration and grant claims.
- We accept no liability for refused claims due to incomplete or inaccurate information.
- You remain responsible for full course payment even if a Grant is denied, withheld, or offset by CITB.

## 10. Data Protection

- We process personal data in accordance with UK GDPR and the Data Protection Act 2018.
- Data may be shared with tutors, awarding bodies, or third parties solely to deliver training and certification.
- You act as Data Controller; We act as Data Processor.
- We will take appropriate security measures, keep data confidential, and notify You promptly of any breach.

- Full details of Our data policies are available on request or at: [www.constructionskillspeople.com/documents](http://www.constructionskillspeople.com/documents).

### **11. Intellectual Property**

- All course materials and related intellectual property remain Our property.
- You are granted a non-exclusive, non-transferable licence to use materials solely for internal training purposes.
- You may not copy, modify, or distribute materials without written consent.

### **12. Liability**

- Nothing excludes liability for death, personal injury, fraud, or breach of statutory rights.
- Our total liability under this Contract is limited to the total price paid for the course.
- We provide training with reasonable care and skill but exclude all other implied terms to the fullest extent permitted by law.

### **13. General**

- The Contract is the entire agreement between Us and You, superseding prior arrangements.
- Rights may not be waived except in writing.
- Invalid or unenforceable terms will be removed without affecting the rest of the Contract.
- No third party rights are created under this Contract.

### **14. Governing Law and Jurisdiction**

- This Contract is governed by the laws of England and Wales.
- The courts of England and Wales have exclusive jurisdiction over any disputes.