

The Construction Skills People Ltd

Booking Terms and Conditions – NVQs

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.

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 will incur full replacement charges.

4. Cancellation and Refunds

- Prior to registration of the NVQ: Full refund, less £15 administration charge.
- Post registration of the NVQ: Full refund, excluding the registration fee, plus £15 administration charge.
- Post registration of the NVQ and assessor visits to your operative: loss of start fees paid

5. Changes to Bookings

- Prior to registration on the NVQ: You may change delegate details, course date, or NVQ type at no cost.

- Post registration of the NVQ: A new registration fee and £15 admin fee is required.
- Refund requests are subject to a £15 administration fee.

6. Payment Terms

- Payment is due 30 days before the course start date unless otherwise agreed in writing from us.
- 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 outstanding balances must be paid in full without deductions unless agreed in writing by us.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.