

# Terms & Conditions



In these Terms and Conditions “GPT” means **Geopace Limited** operating as **Geopace Training** at: **The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire, MK45 1AH**, and the “Client” means the person, firm or company for whom GPT is providing the services.

GPT’s confirmation will be deemed to bind the Client to these Terms and Conditions and no services shall be performed by GPT except in accordance herewith. In the case of any conflict between these conditions and those of the Client, these conditions will prevail. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by a director of GPT shall add, vary or waive any of these Conditions.

## 1 Definitions

In this Agreement the following expressions shall, save where the context otherwise requires, have the following meanings:-

“**Course**” means: the training course set out in GPT’s booking confirmation together with any other services which may be agreed upon by the parties from time to time.

“**Fee**” means the sum as set out in GPT’s booking confirmation to be charged by GPT for the provision of the Course and/or associated Services, either in full or as part of a Scheduled Instalment Programme.

“**Deposit**” means the sum of set out in GPT’s booking confirmation to be charged by GPT to secure a place on the Course, followed by an agreed number of instalment payments.

“**Force Majeure**” means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, fire, act of government or state, war, civil commotion, insurrection, strike, lock-out or other form of industrial action).

“**Service**” means the provision of an eLearning platform online to access one or more e-learning courses.

“**eLearning**” means a distance learning course provided online via a SCORM1.2 compliant platform.

“**Hybrid Course**” means a course “blended” to provide both eLearning and Classroom delivery.

## 2 Provision of the Course

2.1 GPT shall allocate sufficient resources in order to provide the Course to the Client and shall, at all times, carry out the provision of the Course with reasonable care and skill.

2.2 Provision of the Course by GPT shall, as far as GPT is able, be in accordance with any dates and times specified in GPT’s confirmation but time for performance shall not be of the essence of the contract and GPT reserves the right to alter the date, time or venue of the Course. GPT shall not be liable for any delay in delivering the course howsoever caused.

2.3 GPT reserves the right to cancel a Course or terminate a student’s participation from a Course in the event that:

2.3.1 the students English language skills are insufficient (minimum Level 2 standard required); or

2.3.2 The student is late attending or fails to attend the Course; or

2.3.3 the student does not participate satisfactorily in the Course; or

2.3.4 by reason of the student’s conduct GPT believes that the student is not capable of satisfactorily or safely completing the course.

2.3.5 by reason of the student’s disruptive or abusive behaviour or actions which are likely to be detrimental to satisfactory completion of the Course by other Delegates.

2.4.1 If GPT exercises its rights to cancel before commencement of the Course then an offer will be made to reschedule the Course at no charge to the Client.

2.4.2 If GPT exercises its rights to terminate a student’s participation in a Course pursuant to clause 2.3 once the Course has commenced then no refund of the Fee shall be made.

2.5 Upon successful completion of the Course GPT shall, where applicable, register the student’s details with the awarding body and subsequently issue the student with an accredited certificate at the appropriate Level and Credit Value.

2.6 Successful completion of the Course does not imply or guarantee the acceptance of the certificate by an employer nor does it imply or guarantee an offer of employment.

2.7 Places on courses are limited and therefore GPT operates a cancellation and refund policy.

2.7.1 In the unlikely event of the course being cancelled or a change in course location GPT will endeavour to inform the Client as soon as possible.

2.8 The published course finish times for classroom-based courses are approximate and may vary depending on the group size, dynamics and performance.

2.9 We try to ensure that our website is always available for you. In the event that our website or any third party Service platforms are unavailable at any time and for any period (for whatever reason) we shall not be liable even if this means you cannot access the Service during that period.

## 3 Fee

3.1.1 In consideration of GPT providing the Course to the Client, the Client shall pay to GPT the Fee in full or, where agreed, shall pay a deposit followed by instalments. The Fee or Deposit is payable immediately upon the client booking the course.

The Deposit Payment is an initial payment and secures your place on the course. The Deposit Payment is not refundable under any circumstances.

Where the course is delivered as a classroom based course (or as a hybrid classroom and e-learning course) the Fee or Instalment Payments are non-refundable if the booking is cancelled within 6 weeks of the course date. Where a booking is cancelled between 6 and 12 weeks of the course date then the Client shall be eligible for a refund of 50% of the Fee or Instalment Payment(s), less registration fee. Where a booking is cancelled with more than 12 weeks notice then the booking may either be rescheduled and transfer fee applied, or cancelled with an administration charge of 20% of the Fee. Any refunds due apply only to the Fee or to the Instalment Payments and may take up to 28 days to process. Refund options are based on the date of your original course booking and cannot be applied retrospectively to a transferred course date or dates.

Where a course is delivered as an e-learning (online) course the Client has the right to a refund within 14 days of booking, but only in the event that the Service (course or courses) have not been logged-on or accessed nor any supplementary material downloaded or otherwise supplied. If the Client has purchased more than one course at a discounted package price then accessing any one course link will be deemed as having accessed the package as a whole. If the Client does not access the service(s) within 6 months following the date on which they were ordered GPT reserves the right to cancel the order and withdraw your access to such Services and all fees paid for such service(s) will be forfeited. The Services shall be deemed to have been accessed when the Client logs onto the link or links provided.

3.1.2 Where the Client selects a hybrid or classroom-based Course that is approved by an Accrediting Body then a £25.00 Registration Fee will apply to the booking. Where a Client selects an eLearning Course that is approved by an Accrediting Body then a combined £15.00 Admin & Registration Fee will apply to the booking. The respective Registration Fees shall be part of the total Fee. The Registration Fee is non-refundable and shall be lost if the Client withdraws from the Course, irrespective of the cancellation period or reason.

3.1.3 Where the Client chooses to select a course within 12 weeks of the course date then the Client acknowledges their acceptance of the cancellation fees and charges outlined in Clause 3.1 and acknowledges that cancellation fees will apply.

3.1.4 Where the Client requests a replacement Certificate then the Client shall acknowledge and confirm in writing that the original certificate issued was incorrect, lost, damaged or destroyed. A replacement Certificate Fee of £25.00 shall apply to cover the cancellation of the original Certificate Number and the issuance and delivery of a replacement. Such replacement will deem the original Certificate void. Where a Certificate is incorrect or damaged the Certificate must be returned to GPT before a replacement can be issued.

3.2 Where the Client makes a booking online and within an 8 hour period makes a duplicate booking in error and informs GPT of the error then the Fee for the duplicate booking(s) shall be refunded in full by GPT provided the Client notifies GPT within 8 hours. Where a duplicate booking is not notified to GPT on the same day but within 48 hours then a 5% administration and credit card fee will apply. Outside of this period Clause 3.1.1 shall apply.

3.3 As part of the total amount payable the Client shall pay any Value Added Tax, or other local taxes where applicable, properly payable on the total booking Fee.

3.4 In the event that the Client fails to make one full payment or multiple (instalment) payments in accordance with the provisions of Clause 3 GPT shall be entitled, without prejudice to any other rights it may have, to suspend the provision of the Course (in whole or in part) without liability until payment in full of all outstanding sums has been made.

3.5.1 Where the Client books a classroom-based or Hybrid course and elects to make multiple payments by instalments then all payments must be made in an agreed and timely manner and shall be completed no later than 7 days prior to the course date. Failure to complete all payments will render the booking void and the Client will no longer be eligible to attend the Course. Where the Client defaults on any or all instalment payments then any such payments already made will be forfeited. Failure to complete all payments will be deemed in contravention of Clause 3.3 and any part-payments made are non-refundable.

3.5.2 Where the Client books an eLearning (online) course and elects to make multiple payments by instalments then all payments must be made in an agreed and timely manner. A link to enable

the Client to enrol on the course will be provided after the final instalment payment has been made.

Failure to complete all payments will render the booking void and the Client will no longer be eligible to complete the Course. Where the Client defaults on any or all instalment payments then any such payments already made will be forfeited. Failure to complete all payments will be deemed in contravention of Clause 3.3 and any part-payments made are non-refundable.

3.6 Where the Client fails to attend or enrol on the course the fee will be lost and GPT makes no provision for refunding the Fee paid or rescheduling the booking.

3.6.1 In exceptional circumstances, and where clear evidence can be provided by the Client GPT shall consider a request to reschedule a classroom-based Course to an alternative date and/or location. Such a re-accommodation shall be at a date and location convenient to GPT. If this is not accepted by the Client then one further re-accommodation will be offered, after which the Fee and any associated transfer fee(s) and pre-course fee(s) will be lost.

3.6.2 In exceptional circumstances, and where clear evidence can be provided by the Client GPT shall consider a request to extend an eLearning or Hybrid Course to a later date. Such an extension shall be at the discretion of GPT. If an extension is not accepted by the Client then the Fee and any associated extension fee(s) and pre-course fee(s) will be lost.

3.7.1 Where the Client fails to attend the course and clear evidence is provided on medical grounds, GPT shall consider only the evidence that relates directly and specifically to the Client's medical condition at the time of the course, and not to a condition at another time or of another party, howsoever related. Pre-existing medical conditions are excluded.

3.7.2 Where the Client fails to attend the course due to a family bereavement, GPT shall accept a death certificate or medical note that relates directly and specifically to the Client's immediate next of kin and within 7 days of the Course date.

3.7.3 Where GPT accepts medical documentation as evidence of non-attendance or inability to attend a Course then such evidence shall be in English or an authorised English translation.

3.8 Where the Client provides acceptable evidence for GPT to consider a transfer on medical grounds then a claim limit of 28 days after the course date shall apply. Evidence provided must be sent by registered post to: Geopace Limited, Lodgefield Suite, The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire, MK45 1AH. Any requests received outside of this period cannot be accepted. Supporting documentation must be signed and dated by a UK registered medical practitioner, and will state that the Client's medical condition coincided with their course date and will detail why they were unable to attend. Self-certification is not acceptable as medical evidence of non-attendance.

3.9 Where GPT accepts a transfer request then any offer made must be acknowledged by the Client within 7 days of the offer date. Where the Client fails to respond to an offer the offer will be withdrawn and no further offers will be made.

#### **4 Transfers & Name Changes**

4.1 A transfer of your booking to another date and/or location may be requested at any time, but not within 21 days of the course date. No transfer request can be guaranteed, is at the discretion of GPT, and a transfer fee will be chargeable. Where such a request is made then it may initially be by telephone or email but must be confirmed in writing by special or recorded delivery to GPT head office within 7 days.

4.2 Where the Client requests to transfer a booking to an alternative course date and/or location a transfer fee of £20.00 shall apply. Where further transfers are requested then the same transfer fees shall apply. In all cases the transfer fees will be paid at time of request.

4.3 Where the Client requests to change a booking to an alternative named person or an own name change then an administration fee of £20.00 shall apply. Where further name changes are requested then the same fees shall apply. In all cases the name change fees will be paid at time of request.

4.4 A maximum of two transfers or name changes are allowable, after which any Fees and Administrations costs shall be lost.

4.5 Where transfers or name changes are invoked by the Client then the Terms and Conditions applicable at the time of the initial booking shall remain in force.

4.6 Any transfer or name change fees paid are non-refundable and are inclusive of VAT.

4.7 All transfers offered, for whatever reason, must be completed within 6 calendar months of the date of the originally booked course unless otherwise agreed by GPT

4.8 The maximum number of transfers or name changes for any one Course and Client shall be two.

#### **5 Payment Policy**

5.1 We accept payments online via our website by credit or debit card or by postal order or cheque by post. We also accept payment on invoice if you are purchasing on behalf of the NHS or an approved corporation.

5.2 Credit/Debit Card Bookings. GPT shall provide a secure payment method which facilitates the safe processing of credit card transactions. No credit/debit card details are secured on our systems and all processes are encrypted, security checked and externally audited.

5.3 Invoiced Bookings. The Client may elect to make payment by invoice when booking via the website, booking form or by telephone.

All invoices are normally payable within 28 days of invoice date or no later than 7 days prior to the course date, whichever is the sooner. Invoices must be paid by Credit/Debit Card, Cheque or BACS. Cheques should be made payable to: Geopace Ltd. For BACS payments: Sort Code: 20-05-74 Account Number: 53871762 Account Name: Geopace Limited

#### **6 Your Statutory Rights**

6.1 Nothing in these Terms and Conditions affects your statutory rights. GPT shall make provision of a course on the understanding that the course material and certificate, on payment of the Fee, is created as a bespoke package and therefore falls outside of Distance Selling Regulation's standard seven day cancellation and cooling off period.

By booking our course you acknowledge that as soon as a reservation is made, GPT immediately begins a process of compilation of course material and associated services. As such I, the Client, waive my right to cancel the course except in accordance with GPT Terms and Conditions. By booking a course the Client agrees to accept these Terms and Conditions.

#### **7 Personal information and security**

7.1 We guarantee that any personal information you send to us online will be secure and safe.

7.2 Information that you provide to us must be true, accurate and complete. You agree to inform us of any changes in your details (contact details, address, telephone number or email address) by email as soon as possible.

7.3 It is important that your email address is correct and up-to-date as that is where we will send important information including your booking and payment confirmation. Email shall in all cases represent our primary form of communication with you. However, when requested, we shall provide such information by post to your nominated address.

7.4 Where the Client provides GPT with a correct email address GPT accepts no responsibility for your email settings and for subsequent non-receipt of one or more emails. It shall remain the responsibility of the Client to inform GPT if one or more emails are not received and/or read.

7.5 Where the Client provides GPT with an incorrect email address GPT accepts no responsibility for non-receipt of one or multiple emails.

7.6 Where the Client provides GPT with an incorrect Certificate Name or Postal Address GPT accepts no responsibility for the cost of re-issuing a replacement Certificate.

#### **8 Confidential Information - Engagement of Employees and E-mail Communications**

8.1 The parties recognise that it may be necessary for one party to disclose to another party information of a proprietary or confidential nature. Each party agrees to treat as confidential and not at any time for any reason, except with the approval of the other party to disclose or permit to be disclosed to any person or otherwise make use of any such proprietary or confidential information including but not limited to information relating to the parties, business affairs or finances or any such information relating to any subsidiary, supplier, customer, or client of the disclosing party.

8.2 The restrictions contained in clause 8.1 shall cease to apply to information which:

8.2.1 is available (otherwise than through the default of the provisions of clause 8.1 above) to the public generally at the time of disclosure.

8.2.2 is acquired from a third party (other than agents, employees, representatives or persons acting on behalf of the other party) having a bona fide right to disclose such information or is required to be disclosed by law.

8.3 Each party undertakes to safeguard all records of the other party whether in writing or in the form of electronic data. All such records will remain the exclusive property of the disclosing party.

#### **9 Intellectual Property**

9.1 The Parties hereby agree that ownership of all Intellectual Property Rights subsisting in any documentation, course notes of other training materials which have been developed by GPT are owned absolutely by GPT and the Client shall not make any copies or reproduce the documentation, course notes or training materials howsoever and shall not provide copies of the training materials or documentation to any third party.

9.2 At no time shall personal recording devices be allowed during the Course, including but not limited to visual or auditory devices such as mobile telephones, video cameras, dictaphones and copying devices.

#### **10 Warranties and Limitation of Liability**

10.1 GPT warrants that it shall provide the Course in a timely manner, with reasonable care and skill and to the best of its ability.

10.2 GPT shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for any consequential or indirect loss of

whatever nature suffered by the Client or for special damages, or loss of profit or of any contract but nothing in this clause shall be construed as limiting or excluding GPT's liability for death or personal injury resulting from its negligence. The Client shall, on booking a course, accept that there is a minimal risk of needle-stick injury during practical sessions and exercises. GPT warrants that all sharp equipment used shall be new and sterile and therefore the risk of cross infection is minimal.

10.3 GPT's aggregate liability to the Client whether in contract, tort or breach of statutory duty in respect of any and all loss or damage suffered or incurred by the client shall not exceed a sum equal to the Fee paid in respect of the Course.

10.4 The Courses provided by GPT gives no guarantee or warranty whatsoever that successful completion of any or all of its Courses will result in the employment or engagement of the Client.

## **11 Status**

11.1 The relationship of GPT to the Client will be that of independent contractor and nothing in this Agreement shall create, or be deemed to create, a partnership, a joint venture or the relationship of principal and agent or employer and employee between the parties.

## **12 Term and Cancellation**

12.1 This Agreement shall come in to force at the time and on the day that your booking is completed and all fees paid, and shall remain in force unless or until terminated by either party pursuant to the provisions of this clause 8 of the Agreement.

12.2 GPT may reschedule a Course date or venue by giving not less than 48 hours notice by email to the Client.

8.4 If the Client wishes to cancel or reschedule a Course once the Course has been confirmed by GPT, then it must do so by written notice and with due reference and application of Clause 4 of these Terms and Conditions.

## **13 Data**

13.1 By accepting and agreeing to our Terms and Conditions you agree to us holding the data input via our "Book a Course" page or provided via our Booking Form, telephone or in writing. You also accept that by completing our "Priority Notifications" page any information input will be used only to advise you of future course dates and venues. Personal information provided by you will only be used by GPT to enable us to contact you in relation to your course booking or course enquiry.

13.2 No information provided by you will be supplied to or used by a third party in any form, with the following exception. When you have registered and paid for a course, and on successful completion of that course, your name, address and relevant details will be registered with the awarding body in order that your certificate shall be prepared, printed and awarded to you.

## **14 Plagiarism**

14.1 The Client must ensure that any course work submitted to GPT is their own work and has not been copied from any third party or other source. In the event that the client plagiarises any third party materials then GPT shall advise the Client that they has failed the Course. Where these circumstances arise GPT does not give any warranty or guarantee that the Client shall be entitled to re-submit any work required to complete the course.

## **15 Copyright and database rights**

15.1 All content included on the website(s), such as text, graphics, files, logos, buttons, icons, images, audio and video clips, digital downloads, data compilations, e-learning material and software is the property of the GPT and is protected by copyright, authors' rights and database right laws. The compilation of all content on the website(s) are the exclusive property of GPT and is protected by United Kingdom and international copyright and database right laws.

15.2 You may not extract and/or re-utilise parts of the contents of our website(s). In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website. You also may not create and/or publish your own database that features substantial parts of this website.

## **16 Force Majeure**

16.1 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, and if such party gives written notice thereof to the other party specifying the matters constituting force majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

16.2 Where the Client fails to attend due to adverse weather conditions affecting a minimum of three Clients on the same course then the Client may request a free of charge transfer to another Course date and/or location and in accordance with Clause 4.6 and Clause 4.7 subject to notification by all affected attendees within 7 days of the course start date.

## **17 Notices**

17.1 Any notice required to be given hereunder by the Client to GPT shall be in writing by email and shall additionally be served by sending, within 7 days, the same by registered or recorded delivery post to the published registered address as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.

17.2 All notices documents communications and any other data to be provided under this Agreement shall be in the English language unless otherwise agreed.

## **18 Governing law and disputes**

18.1 The construction validity and performance of this Agreement shall be governed in all respects by English Law and any litigation arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English courts.