



Policy Name: Booking Terms and Conditions

# Tungsten Training Centre

## Booking Terms and Conditions

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	Name:	Date:
Prepared By:	Jess McClymont	13/08/2019
Reviewed By:	Dayna Barlow	17/11/2021
Reviewed By:	Larah Hosken	22/11/2022
Updated By:	Larah Hosken	15/02/2023

### Policy Overview:

**Purpose:** Tungsten Training Centre's policy is to protect, respond and to report any concerns whilst on the premises of Tungsten Training Centre or its associated premises (logged in our policy handbook) for anyone receiving training or services provided directly from Tungsten Training Centre or our staff.

**Scope:** This policy applies to children, young people, and adults.

**Responsibilities:** The business administration department are responsible for internal auditing of the policies and procedures. All staff and employees working and delivering on behalf of Tungsten Training Centre must adhere to these policies and it is their responsibility to report any incidents or concerns that are stated within the policy.

**Official:** This is a controlled document. Whilst this document may be printed, the electronic version posted on our secure drive network is the controlled copy. Any printed copies or non-password protected copies of this document are not controlled. As a controlled document, this document should be password protected and be sent within a zip file upon request.

**Business statement:** Tungsten Training Centre take pride in the success of the training we deliver by ensuring that we always adhere to our policies and procedures and conduct ourselves in professional manner.

Review required by:	14/02/2024
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## Policy Name: Booking Terms and Conditions

These terms and conditions apply to all courses booked with Braillard Training Limited. A company registered in the UK with a registration number of 07308996 and a registered VAT number 177 3196 79 and a UK registered business address of Unit 4 Tungsten Building, George Street, Southwick, BN41 1RA.

Braillard Training Limited has a trading name and is referred to as Tungsten Training Centre (Referred to in these terms and conditions) and trading addresses as Unit 4 Tungsten Building, George Street, Southwick, BN41 1RA and 130 Albion Street, Southwick, BN42 4DP.

If you place a booking with Tungsten Training Centre for yourself or on behalf others and your booking is accepted, these terms and conditions will constitute a legally binding contract under English Law between you and Tungsten Training Centre.

These terms and conditions may be amended from time to time.

Terms and Conditions apply to all our services that are reserved or booked by phone call, email, website or in person.

Please ensure you have read and understood our terms and conditions before making a booking via our website, verbally by phone, in person or by email. By making a booking or reserving a place you will be deemed to have accepted our terms and conditions and therefore will be entering a contract with Tungsten Training Centre. All bookings verbally or written are subject to Tungsten Training Centres terms and conditions and constitute a legally binding contract under English Law.

### Placing a booking

All bookings and reservations are deemed to comply with the booking terms and conditions. If you wish to place a booking or reservation with Tungsten Training Centre you can do so via the following methods.

- Bookings and reservations can be made in person at our trading address: Unit 4 Tungsten Building, George Street, Southwick, BN41 1RA
- Bookings and reservations can be made verbally over the phone by calling 01273 934278
- Bookings and reservations can be made in writing by emailing [admin@ttcsussex.co.uk](mailto:admin@ttcsussex.co.uk) or having communication with any email address from @ttcsussex.co.uk
- Bookings and reservations can be made on our website <https://www.tungsten-training-centre.co.uk/>

Once a booking is requested an order is raised following communication by our booking methods, our terms and conditions are applicable once an order is raised, and a contract is created between you and Tungsten Training Centre.

By booking a course with Tungsten you confirm that the person attending the course can understand spoken English, write, and read proficiently in English. Tungsten Training Centre obtains the right to cancel any order within 7 working days if they feel the course booked is not suitable for the candidate.

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Braillard Training Ltd T/A Tungsten Training Centre

| 4 Tungsten Building, George Street, Southwick, BN41 1RA | 01273 934278

Company No: 10002824 | VAT No: 239 0603 18 | Email: [admin@ttcsussex.co.uk](mailto:admin@ttcsussex.co.uk) | Website: [www.ttcsussex.co.uk](http://www.ttcsussex.co.uk)



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Upon making a booking you must be able to provide the required evidence of qualifications if requested. Failure to do so will result in your order being cancelled.

### **Payment Fees and Process**

All course fees are to be paid at the time of booking or within 7 days of your order being raised. Failure to make payment will result in your order being cancelled.

Payments can be made by credit/debit card or BACS over the phone, in person, via our website or following the payment link on your order.

Courses booked online must be paid in full at the time of booking.

Once an invoice has been raised and sent, this will be payable under all circumstances. To ensure our customer service is consistent this is non-negotiable.

### **Payment plans**

For some courses (longer durations to our short courses) Tungsten Training Centre may at its discretion offer different payment terms. You will be required to sign a written contract detailing the payment term agreement.

You are responsible for ensuring that payment of the Fee or any instalment of the Fee is paid in full and on time in accordance with the payment terms set out in your agreement.

If you cancel the course at any point, you are still liable for the full course value, and this will be due in full at the time of cancellation.

### **Non-Payment of Fees**

Failure to pay an order as per the terms and conditions will result in your order being cancelled.

Without prejudice to any other right or remedy that the Company may be entitled to, where your account is beyond 7 days overdue then interest shall accrue and be added to your account daily as from the date payment is due until full payment (including accrued interest) is received by the Companies. Interest will be calculated on the outstanding Fee at a rate of 3% over the Bank of England's base rate from time to time.

In the event your account is beyond 30 days overdue the Company shall be entitled to instruct a collection agent or solicitor to seek recovery of the Fee along with interest and any accrued costs incurred.

### **VAT**

All payments advertised in our marketing material, website, email or provided over the phone are classed as "taxable sales" and are subject to VAT applicable at the standard rate.

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VAT invoices will not be issued until the full payment is made.

### Booking regulations

Individuals booking a course via our website, verbally over the telephone or by email are deemed to be booking by distance. In this instance, the contract is governed by the Consumer Protection (Distance Selling Regulations 2000). The Regulations generally give you seven working days as a “cooling-off period” (starting after the day in which you entered the agreement) to cancel the contract.

All third-party booking agents are classed as business-to-business transactions.

Trade and Commercial bookings (i.e., bookings made by businesses rather than individual consumers) are a business to the business transaction to which the Regulations will not apply and you are giving up your right to cancel. You will, therefore, be liable to pay the full course fee if you cancel before the date of the course.

All bookings verbally or written are subject to Tungsten Training Centres terms and conditions and constitute a legally binding contract under English Law.

### Booking changes

Should you wish to change the date of your course within 30 days of the course commencing please contact our team by email [admin@ttcsussex.co.uk](mailto:admin@ttcsussex.co.uk) if this is within your cooling off period changes to your course will be deemed as acceptable, outside of this period will subject to the discretion of the business (Subject to Tungsten Training Centre’s discretion over whether it chooses to offer another date).

### Refunds

**We have a non- refund policy once you enter a contract with Brailard Training Limited, we will be unable to offer refunds under any circumstances. A credit will be issued to your Tungsten Training Centre account if you have informed us in writing within 2 weeks before the course start date for you to use within 12 months from the original course start date.**

We charge a 25% administration cost for all cancellations, and you will be liable for any transaction fees.

25% of a course value will be held for all bookings with any refund requests for administration costs (Reference course charges in our cancellation section). If you cancel a course within 7 days.

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### **Cancellations**

Cancelling a course that commences within 30 days of the booking means the regulations do not apply and therefore you are giving up your right to cancel (Subject to Tungsten Training Centre's discretion another date may be offered).

Should you wish to cancel a course within your 14 day "Cooling off period" please contact our team by email [admin@ttcsussex.co.uk](mailto:admin@ttcsussex.co.uk). Our team will deal with cancellation accordingly and a credit will be issued to your Tungsten Training Centre account within 30 days (Administration).

Tungsten Training Centre will not cancel or reschedule courses less than 10 days prior to a course starting, as a business we aim not to cancel any courses but at times we cannot run courses at a detriment to the business. All courses are subject to minimum candidates per course if the minimum requirement is not met a later date will be offered or the course may be delayed. Tungsten Training Centre cannot provide refunds, only alternative dates will be offered.

### **Delegate Transfer**

Delegates can be transferred on courses 7 days prior to a course starting if outside of the 7 days and any costs that have incurred these will be surcharged. Some exams must be booked in advanced which means a delegate transfer cannot be completed, this information will be available on our course information.

### **The Services**

The services to be provided by the Company are an accredited programme and as part of the Programme shall include training and support services ("the Services") which are designed to support the Client in completing the programme or course.

The services will be provided by face-to-face delivery.

The Company will confirm the date and time of each session by posting details of the session date and start time via the notification method referred to in the course schedule ("Notice"). You understand and accept that it is your responsibility to check the method of Notice.

You understand and accept that it is your responsibility to attend the Sessions at the agreed time.

You accept that since the sessions are all group sessions, in the event you are unable to attend a session or fail to attend a scheduled session, then you shall simply forfeit the right to that session. Sessions will not be rescheduled if you are unable to attend. Failure to attend a session may result in you losing your place on the course.

Should you require any further contact in addition to the scheduled sessions or the further contact as set out in your course schedule then such contact will be in addition to the Services agreed herein and a further agreement will need to be arranged and separate terms agreed. Braillard Training Limited

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T/A Tungsten Training Centre Company No. 07308996 Unit 4 Tungsten Building, George Street, Southwick, West Sussex, BN41 1RA.

The Company reserves the right to make amendments, revisions or changes to the Programme or cancel, amend, change, or reschedule any part of the Programme as is reasonably required by the Company/ The Company shall not be liable to you for any changes or cancellations that are made.

You accept and acknowledge that entering into this Agreement does not establish any form of legal business relationship and that the Company is only liable to the you in respect of the Services provided and to the extent as set out herein.

In the event you act in a way which is disruptive, or which causes offence, distress, or alarm, to any other Programme Participant then you will be excluded from the session or be asked to leave. Following such removal and exclusion the Company will arrange a meeting with you to discuss the matter and to determine whether you will be removed and/or excluded permanently from the Programme. Such decision to be at the Companies absolute discretion.

You agree and understand that participation in the Programme does not guarantee results or success. As part of the Programme, you will have access to information, resources, people, and support all designed to benefit you, but it is your responsibility to act and to implement the necessary information received and/or skills or tools shared.

You accept and understand that any materials and information provided during the Programme and delivery of the Services is for general information purposes only and does not constitute legal or financial advice.

In the event you have any concerns as to the Companies delivery of the Services or your participation in the Programme in any way you agree to notify the Company of such concerns by email as soon as possible. The Company agrees that upon receipt of notification of such concerns that the Companies will use reasonable efforts to work with you to resolve your concerns.

**General**

As part of delivery of the Services the Company will provide certain materials and resources under licence. These materials shall include, but not be limited to, Programme handouts, workbooks, Programme materials and resources.

To maximise the efficiency and results of the Programme you accept that you will be required to purchase materials such as books to enable you to be guided to regulations and standardisation along with revision.

**Certification**

Tungsten Training Centre aims to internally verifier or process all documentation within 30 working days from completion of the course or assessments. Tungsten Training Centre cannot be held responsible for further delays if sufficient certification, photos, or evidence has not been submitted.



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All documentation is sent securely via recorded delivery or claimed within a 72-hour period.

Tungsten Training Centre is not the certification body and cannot be held liable for any delays or refusals from the awarding body, certification body or registration schemes associated with your required qualification.

**Limitation of liability**

Tungsten Training Centre cannot be liable for any damages or losses of personal property whilst completing training or assessments at any of the premises set out within these "Terms and Conditions."

It is "your" liability to ensure you have the correct insurances in place prior to booking any of our courses or services.

**By booking with Tungsten Training Centre you are subject to the above Terms and Conditions.**

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