

Terms & Conditions effective from 1st July 2015

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- “CDCT” means Chris Doyle Care Training.
- The “Client” means the person, company or other legal entity identified as providing a request to CDCT to supply Services.
- “Services” means the services to be provided by CDCT to the Client under the terms of the contract.
- “Confirmation Date” means the date when both the following apply:
 - A request to supply Services has been received from the Client by CDCT.
 - CDCT has confirmed to the Client that the course or other Services requested are available and the price is correct.
- “Contract” means the contract between CDCT and the Client under which the Services are to be supplied by CDCT to the Client.
- “Training Provider” means the company delivering training on behalf of CDCT.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

2. Prices

The price payable for the Services shall be the price advertised by CDCT and confirmed to the Client on the Confirmation Date unless otherwise stated. Special Offers from time to time will reduce the price by the amount stated at the time.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated. All prices are exclusive of VAT (Value Added Tax). This will be charged at the appropriate rate.

3. Terms of Payment

Payment is required no later than 30 days after the date of the invoice.

CDCT is entitled to charge interest at 2% per Month or part thereof on overdue payments.

4. Services

The Services provided by CDCT will almost always be provided by Mr Chris Doyle but on rare occasions, CDCT provides training in conjunction with selected Training Providers. To the best knowledge of CDCT, these Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. CDCT reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

CDCT will supply the Services with reasonable skill and care.

Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, CDCT and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

5. Course Duration

Course durations for are clearly stated on the website.

All classroom-based courses are run on working days only, unless otherwise stated.

6. Cancellation, Transfers and Substitutions with respect to Services

CDCT reserves the right to cancel or arrange an alternative date for a course. In such circumstances, CDCT will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but CDCT shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying CDCT in writing by acknowledged email or by recorded delivery as soon as reasonably practicable. The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

All confirmed bookings are subject to a Cancellation Fee as follows:

More than one week's notice – No charge.

Less than one week's notice – 50% of cost quoted.

Less than 24 hours' notice – 100% of cost quoted.

7. Credit Rating

CDCT reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

8. Liability

CDCT's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

CDCT shall not be liable, howsoever caused, for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

9. Data Protection and Confidentiality

All data will be handled in compliance with current data protection guidelines. CDCT's GDPR policy is available to view on the website (www.chrisdoylecaretraining.co.uk)

Where Services are accredited training courses, the Client consents to allow CDCT full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist CDCT in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it CDCT, its Training Provider or others.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of CDCT. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

10. Slavery and Human Trafficking Statement (Safeguarding)

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

CDCT has a zero-tolerance approach to modern slavery and expects the same high standards from all other Training Providers we may use and Clients to whom CDCT provides Services. Any suspicion of safeguarding issues will be reported to the Local Safeguarding Adults Board.

11. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any marketing literature, administrative documentation, course materials, invoice or other document or information issued by CDCT shall be subject to correction without any liability on the part of CDCT.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of CDCT.

CDCT may assign the whole or any part of the Contract to one of their Training Providers.

All parties (including CDCT, the Client and the Training Provider) shall comply with the Anti-Bribery Act 2010.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

12. Company Information

"CDCT" and "Chris Doyle Care Training" are trading names of Chris Doyle Care Training which is a Partnership.

VAT registration: UK 783 6086 95.

Trading Address:

34 Westfields Close

Baschurch

Shrewsbury

Shropshire

SY4 2EW

Telephone 01939-261539

Email chrisdoylecaretraining@btinternet.com