

# Complete Construction Training Services Ltd

(trading as CCTS)

## **EMERGENCY COVID-19 TERMS & CONDITIONS OF SERVICE:**

### **1. Definitions**

These are the terms and conditions governing the provision of training services by CCTS or its subcontractors with the exclusion of any other oral or written statement or agreement whatever its legal character.

'**Client or Customer**' means a company or individual that requests training and/or assessment and completes a course booking form online or by other approved formats agreed with CCTS or/and enters into any written or verbal contractual arrangement with us.

"**Awarding Body or Accreditation Body**" means the awarding body issuing the certificate for the course (e.g. City & Guilds; Logic Certification; Blue Flame Certification etc)

'**Certificate**' Means a hard copy original certificate issued by various awarding bodies or digitally produced 'in-house attendance Certificate' produced by CCTS.

'**Candidate or Delegate**' means the party or parties named as attendees on the course on-line booking form or Registration form.

'**Invoice**' means an invoice for the charges emailed, posted or delivered by CCTS to the 'Client or Customer'.

"**Non-Account Holders**" means 'Client or Customer' who do not have an agreed Credit Facility with CCTS

"**Account Holder**" means Client or Customer who completes a CCTS credit application form and is given an agreed Credit Facility with CCTS and been approved by the Finance Director at CCTS

"**RQF**" means the Regulated Qualifications Framework (includes QCF)

"**Registration form**" means the official 3<sup>rd</sup> party Accreditation registration form for the course

"**Client Data**" means the data provided by the Client for the purpose of the provision of the Services by CCTS.

"**Client Personal Data**" means the Personal Data set out in this terms & conditions of service, which is comprised in the Client or Customer Data.

"**e-learning or On-line course**" means in house or 3<sup>rd</sup> party software enabling online delegate training from home or other remote location

"**Webinar e-learning**" means training via Zoom Virtual meeting rooms.

"**Covid 19 Pre-screening assessment**" pre-course health survey in relation to COVID-19

### **2. General**

These emergency COVID-19 Terms and Conditions shall apply to all Training, Assessments & Services carried out in the provision of services by CCTS to the Customer in accordance with any order confirmation authorised by the Customer. No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and Conditions. CCTS employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by CCTS in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

### 3. Acceptance of order

i. Provisional bookings can be accepted at any time up to the course start date, subject to availability. Provisional bookings can be made on-line, or email or by telephone.

ii. **"Non-Account Holders"** Due to COVID-19 social distancing & offsite remote administration. We now require Full payment to be received via Bacs, FPS, Card or cheque (cheques will only be accepted 7 days prior to the course starting date) before registration. We also require receipt of all delegate(s) email addresses so that detailed Joining Instructions and other COVID-19 Safety measures will be automatically emailed to each delegate. Covid-19 Pre-screening Assessments sent with the joining instructions are to be completed electronically or on site to allow entry to the premises (please note delegates will be pre-screened on-site and may be refused entry if they are deemed to be At-Risk) . Where a valid mobile telephone number has been provided, Customers/Delegates will also receive an automated text message reminder 24hrs before the course start date.

**"Account Holders"** Due to COVID-19 social distancing & offsite remote administration. We now require an Official order or Full payment to be received via Bacs, FPS, Card or cheque (cheques will only be accepted 7 days prior to the course starting date) before registration. We also require receipt of all delegate(s) email addresses so that detailed Joining Instructions and other COVID-19 Safety measures will be automatically emailed to each delegate. Covid-19 Pre-screening Assessments sent with the joining instructions are to be completed electronically or on site to allow entry to the premises (please note delegates will be pre-screened on-site and may be refused entry if they are deemed to be At-Risk) . Where a valid mobile telephone number has been provided, Customers/Delegates will also receive an automated text message reminder 24hrs before the course start date.

**"E-Learning "** Not all e-learning courses require registration forms. Where they are required, they will be detailed in the joining instructions. If requested, they must be completed & received to confirm the delegates booking and allow registration. Prior to our receipt of the Registration form, the delegates place is only held provisionally and may be lost. Delegates will have the luxury to train in their own time but should be mindful that some on-line courses will have an expiry time. Some e-learning courses will require attendees to physically attend the centre after completing training to carry out an online invigilated exam (please read joining instructions carefully)

**"Webinar e-learning"** Not all Webinar e-learning courses require registration forms. Where they are required, they will be detailed in the joining instructions. If requested, they must be

completed & sent to confirm the delegates booking and allow registration. Prior to our receipt of the Registration form, the delegates place is only held provisionally and may be lost. Delegates will be expected to have a suitable electronic device with a stable internet connection. Some Webinar e-learning courses will require attendees to physically attend the centre after completing training to carry out assessments or online invigilated exams (please read joining instructions carefully)

iii. **"Non-Account Holders"** Bookings will only be confirmed on receipt of Full payment and delegate email address(es) within 30 days of the start date with full payment.

**"Account Holders"** Bookings will only be confirmed on receipt of an official order with delegate email address(es) and only if your account is within the Credit terms agreed or if booked within 30 days of the start date with full payment.

**"E-Learning "** Bookings will only be confirmed on receipt of an official order with delegate email address(es), Registration forms (if required) and only if your account is within the Credit terms agreed or if booked within 30 days of the start date with full payment.

**"Webinar E-Learning "** Bookings will only be confirmed on receipt of an official order with delegate email address(es), Registration forms (if required) and only if your account is within the Credit terms agreed or if booked within 30 days of the start date with full payment.

iv. Assessment portfolios or RQF Grading will not be sent to the Accreditation body for approval until the Account is settled and paid in full (Note: Cheques must allow 7 days to clear). ACS Gas & RQF registration cannot occur until your identity is confirmed (e.g. driving licence or Passport) (Please note Certification can take up to 30 days dependant on the Accreditation or awarding body).

v. On-line, emails or covering Letters published training & assessment times are estimated and may vary. Unless otherwise indicated, where possible CCTS Assessors' will endeavour to complete practical assessments & multiple choice or written exams at the end of each course. However, if the Tutor or Assessor feel that time restraints or other unforeseen factors, such as additional study time requirements, the candidate will be consulted and may be required to come back at the end of the next course or other suitably agreeable time. **Due to COVID-19 restriction of class sizes delegates will not be able to defer their published exam times without penalty (at time of press £ 125.00 + VAT). Rebooking's will be on a first come first serve basis.** Where CCTS staff reschedule practical assessments, multiple choice or written exams there will be no additional charges to the customer.

vi. Awarding Bodies Certification is subject to final approval by the Awarding Body and is out of the control of CCTS. CCTS Assessors & Internal Verifiers decisions must be deemed to be indicative only. Customers must note that some Certificates are not lifetime awards and may have an expiry date set by the issuing Body and they may expire.

vii. Lapsed portfolios or examination results held due to non-payment or those awaiting important information such as Photos, National Insurance Numbers, past Certificates or proof of Identity may be destroyed because they have been superseded. The

Client or Candidate will remain liable for full payment and any associated costs requiring resits.

viii. **Turnaround times for Certification is estimated at 60 days due to COVID-19** and may be subject to additional delays by the Awarding Body. Delays can involve general queries or direct intervention by an External Verifier. CCTS will endeavour to clear up any external queries promptly but may require further input from the candidate or at worst re-assessment. The Customer will not be charged for any such interventions but will be required to fully participate at their own expense to resolve any queries. The Customer and Candidate agrees that CCTS will not be held responsible for any such external delays.

#### 4. Substitutions, Rescheduling, Resits, Cancellations & Refunds

i. Candidate substitutions may be made prior to the start of the course without penalty, providing CCTS is informed in writing **or by email**. It is the Customer's responsibility, having referred to relevant CCTS course information, to ensure the course is suitable for the candidate's requirements. **(Note: Section 4 does not apply to on-line courses which do not permit any Substitutions, Rescheduling, Resits, Cancellations or Refunds)**

ii. Bookings rescheduled by the customer within one to seven days of the commencement date of the course will incur a 30% transfer fee or loss of deposit (whichever is greater), plus any price difference in the new course fee. **(Note: This Statement does not apply to on-line courses)**

iii. Bookings transferred by the customer more than seven days before and less than 31 days before the commencement date of the course will incur a 15% transfer fee or loss of deposit (whichever is greater) plus any price difference in the new course fee, all transfers must take place within 3 months of the commencement date of the original class.

iv. Transfer requests received once a course has commenced are not acceptable and will be a cancellation and will incur the full price of the course less Certification fees.

v. If a customer cancels a booking for which a transfer has taken place, this will incur a minimum 50% cancellation fee subject to the terms below.

vi. In all circumstances CCTS require written **or emailed** notification of any transfers.

vii. Cancellations by customers made more than thirty days before course commencement will not incur cancellation charges and the customer will be refunded.

viii. Cancellations within one to seven days of course commencement will incur a 100% cancellation fee, between eight and thirty days will incur a 50% cancellation fee.

ix. Resit fees for certain courses will be applicable to candidates who are Not Yet Competent (NYC) or have failed exams or assessments. Providing the candidate has booked & paid for training, CCTS offer one additional session of free training to candidates who have failed independent assessments or examinations. Candidates will be offered to re-sit training (subject to availability) which will run on the back of other courses that CCTS may be running from time to time (note: Availability may be restricted due to Covid-19 – reduced class sizes). A re-sit must be completed within 180 calendar days of initial assessment and within 60 calendar days of re-assessment. Where training has been taken by the candidate, the first Re-sit of ACS; OFTEC or In-house examinations & assessments are free of charge and subject to availability (Candidates booking Assessment only will be charged for a resit at £ 125.00 + VAT). RQF (including QCF) or other regulated qualifications Re-sits will be subject to a fee of £125.00 + vat per element. If additional training is required, this will be charged at a rate dependant on the nature and amount of training involved. Exam resit fees, where applicable above, are charged to cover awarding bodies fees, administration, assessment/invigilation, overheads & profits. Alternatively, additional training can be arranged to suit the candidates timetable at an additional cost. Examinations/assessments will normally take place at the end of a course. However, candidates may require additional study time and can reschedule examinations or assessments to a later date mutually agreed to the absolute discretion of CCTS.

x. CCTS undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances CCTS will publish an alternative date to rerun the course or alternatively the Customer may choose to receive a full refund.

xi. CCTS reserves the right to cancel a course. We will make every effort to ensure this does not occur. In the event of a course being cancelled by CCTS, alternative dates will be proposed via email or if preferred a full refund of monies paid will be made to the customer.

xii. CCTS takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses because of exceptional cancellations.

## 5. Sub-contracting

i. CCTS reserves the right to assign or sub contract its training courses to other appointed and approved companies or personnel. CCTS may facilitate training courses which it is not licenced to cover. CCTS will source, on the customers behalf, suitable licensed companies or personnel to carry out the requested training (In this capacity CCTS are acting as the customers administrative representative) (Note: Section 5 does not apply to on-line courses which do not require sub-contracting)

## 6. Pricing and Payment terms

i. All course fees are fixed, however CCTS reserves the right to review and change its prices. Customers who have already booked on-line and paid in full will have the prices at time of booking honoured.

ii. The course fee includes tuition, training materials, assessments, manuals, computer time, administration costs, overheads & profit as appropriate to the course. E-learning will include

only material available within the on-line content (but may include attendance to the Centre for an exam or assessment- refer to joining instructions)

iii. 'Non-account holders' **Full Payment of any balance of the course fee**, together with the VAT, should be received by CCTS **before the first day of the course**. 'Account holders' Payment of any balance of the course fee, together with the VAT, should be received by CCTS on the 30<sup>th</sup> day after the date of the course or sooner if they have exceeded their stipulated credit limit. Repeated failure to keep to credit terms will result in an 'Account holder' losing the credit terms and privileges agreed and shall be notified of such actions via email or letter that they will be treated as a 'Non-account holder'. **(Note: Section 6 iii, does not apply to on-line courses which must be paid for upfront)**

iv. No training or Assessment services will be provided unless payment conditions have been satisfied.

v. All prices quoted are exclusive of VAT, which will be charged at the prevailing rate as notified by Customs and Excise. Other EU Customers who have a Valid VAT exemption certificate may not be charged Vat in accordance with the HMRC rules in force from time to time. All Vat exemption claims will be carefully validated by CCTS staff using the European Commission VAT Number Validation on-line system. **(Note: Section 6 V, does not apply to on-line courses)**

vi. Payment can be made by Bank transfer, cheque, ~~cash~~ or with most Major Debit/Credit cards. No additional fees will be charged to customers using Credit cards which are recognised by our agents World Pay; Sage Pay.

vii. The client agrees to pay for any loss or extra cost incurred by CCTS through the client's instructions or through failure in taking delivery on the part of the client, its servants or employees

Viii. Where CCTS sources & facilitates a course on behalf of the customer, CCTS will act on the customers behalf & reserve the right to apply a reasonable charge over and above the cost of sale, to cover organisational administration, overheads & profit for any such service. Any such costs will be agreed with the customer before the service is carried out.

## 7. Course content

Our on-line or Centre based course listing is provided for information purposes only and does not constitute an offer for a particular course or programme. CCTS constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course without notice to the Customer. A course title, duration, cost, content and location are liable to change at any time. CCTS & the customers obligations are subject as listed above in Section 6 of this document.



## 8. Candidate Suitability

- i. It is the Customer's responsibility to ensure that the course is suitable for their requirements. All candidates should have read and understood the course outline, scheme rules/handbook and met the necessary prerequisites as stipulated. CCTS will not be held liable for refusal of certification by an Awarding Body.
- ii. Candidates registering for the Irish DGA "competency assessment" (for RGII gas registration) must ensure that they meet the specific requirements in the Republic of Ireland for Gas Safe Registration and must obtain a Gas Registration number from RGI. The prerequisites for acceptance of the registration with RGII are changing from 28th February 2014. Candidates should refer to the latest The Commission for Regulation of Utilities (CRU) Gas Criteria document to ensure requirements for membership are met. CCTS cannot be held responsible should a Candidate fail to meet any such requirements.
- iii. CCTS reserves the right to **refuse entry (due to COVID-19 risk assessment results) or** ask a candidate to leave the training event if the delegate has not paid for; or does not meet the course prerequisites; or if their behaviour towards other candidates and /or staff is unacceptable and disruptive to the course **or they are showing COVID-19 symptoms or acting in a manner likely to risk others**
- iv. CCTS urges clients to support this policy, which is designed to protect the Customer's investment **and be patient/understanding during the current Pandemic.**
- v. **Candidates will be asked where possible to arrive in a vehicle and supply their own optional face covering. Lunches and tea breaks should be taken in their vehicle. Where a candidate arrives on foot, we will endeavour to make a personal space available (but this is limited and subject to availability – please notify before booking).** Candidates declaring special needs prior to assessment will be offered wherever possible, assistance, guidance or other support as permitted by the Certification body or other scheme requirements. This may involve additional cost to the candidate and/or the issue of a conditional Certificate of competence. However, each case will be dealt with on an individual basis, and where necessary CCTS will seek professional advice from the Certification body or support agencies.
- vi. Candidates will be required to abide by any site rules and regulations operating at the course location. **Reference should be made to Joining instructions in relation to COVID-19 special entry requirements, social distancing, hand washing, signage, advice etc.,**

## 9. Force Majeure

CCTS shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of services through any circumstances beyond its reasonable control including but not limited to strikes, lock outs, accidents, war, fire, acts of God, reduction in or unavailability of power, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply. **Or COVID-19 or other Viruses**

## 10. Certificates

(i) Any Certificates issued by Awarding Bodies' may detail: the scope of the certification, the individual's full name, certificate number, national insurance number, dated of birth, a description of each Assessment, the expiry date of each Certificate, the Certificate holders signature. The certificate is only valid when presented on original paper. (Awarding bodies may offer only digital copies during COVID-19. This is still to be confirmed) Certificate photocopies or digital copies are not conclusive evidence of competence and should not be accepted as such. The Certificate remains at all times, the property of the Awarding Body. Replacement original Certificates can be obtained by applying in writing to the Awarding Body or by contacting CCTS (Additional administration fees of £ 20.00 + VAT will be applicable in addition to the Awarding Body fee). CCTS in-house or e-learning certificates are a record of attendance & confirmation of training only and may be sent before the awarding body Certificate were applicable.

## 11. Limitation of Liability and Indemnities

i. Except as may otherwise be expressly provided in these Terms and Conditions, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are hereby excluded by CCTS to the fullest extent permitted by law and CCTS shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer.

ii. CCTS represents and warrants that the services provided will be performed in a professional and skilful manner consistent with the professional standards and the general customs and practices of the industry.

iii. CCTS maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any order confirmation and/or these terms and Conditions (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to CCTS for the services which are the subject of the order confirmation in question.

iv. Without prejudice to the generality of the foregoing, CCTS shall not be liable to the Customer (whether in contract, tort, by statute or otherwise) for loss of profits and/or for any incidental, consequential, special or indirect loss or damage arising out of or in connection with any order confirmation and/or these Terms and Conditions, including but not limited to: (a) loss of use; (b) loss of goodwill; (c) loss and/or corruption of data; (d) loss of information; (e) loss of business; (f) loss of goods; (g) loss of anticipated savings; (h) loss of revenue; (i) downtime; (j) any damage relating to the procurement by the Customer of any substitute services.

v. For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses (a) through (j) inclusive above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these Terms and Conditions and/or any order confirmation.



vi. For the avoidance of doubt, nothing in these Terms and Conditions and/or any order confirmation shall restrict and/or exclude in any way CCTS liability for (a) death or personal injury resulting from the negligence of CCTS, its officers and/or employees; and/or (b) fraudulent misrepresentation. The Customer is liable for any loss, damage or injury to CCTS staff or their property which may arise whilst working at the Customer location and is due to negligence or breach of statutory duty by the Customer.

vii. CCTS accepts no liability for the failure of any third-party hardware, software and/or systems which may be the subject of any CCTS services: this includes failure to meet its operating specification.

viii. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of CCTS or the copyright owner.

ix. All Intellectual Property Rights for any product or service remain the property of CCTS unless otherwise stated or agreed.

## 12. Modifications of Terms

CCTS reserves the right, at its sole discretion, to modify or replace the Terms at any time. If the alterations constitute a substantial change to the Terms, we will notify you in writing (including via email) 14 days prior to the changes. What constitutes a substantial change will be determined at CCTS sole discretion. You shall be responsible for reviewing and becoming familiar with any such modifications.

In addition, our Services may be interrupted from time to time as a result of equipment malfunction, as well as updates, maintenance and repairs of our systems that are outside the control of CCTS. CCTS reserves the right to suspend or discontinue the availability of any Digital Service at any time and without prior notice.

## 13. Data Protection *(Data protection notice available upon request)*

<p><b>Subject matter and duration of the Processing</b></p>	<p>The provision of the Services by CCTS which include CCTS using Client Personal Data for the purpose of providing Training &amp; Assessment for courses licenced and Certified by 3<sup>rd</sup> Parties including in-house training courses.</p> <p>The Client Personal Data will be Processed for as long as is required to provide the Services and for CCTS to comply with its obligations under the Terms. Certain Client Personal Data may also be retained for a reasonable period to offer certain related services in the future (where the Client has requested this, or where CCTS has legal grounds to offer such services).</p>
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<p><b>Nature and purpose of the Processing</b></p>	<p>Processing of Client Personal Data in conjunction with our Data Protection Notice and Privacy Policy, in order to provide Services to the Client as described above and provide operation of CCTS business.</p>
<p><b>Type of Client Personal Data</b></p>	<p>The Client Personal Data may include personal identification data (including names, addresses, dates of birth, places of birth, Nationality, National Insurance Numbers, Gender, billing and bank account details and other personal identifiers) and such other Personal Data as may be supplied by the Client (as part of the provision of its Services to the Client).</p>
<p><b>Categories of Data Subjects</b></p>	<p>Sole Individuals &amp; Individuals within the Client's business (including employees, officers, workers and contractors).</p>

[PRIVACY POLICY](#)

Disclaimer:

The information contained in all CCTS coursework & literature is distributed on an "As Is" basis, without warranty. While every precaution has been taken in the preparation of the training courses and associated literature, neither the author nor CCTS shall have any liability to any person or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the instructions contained in the coursework or by the computer software and hardware products described in it.

Publisher: Complete Construction Training Services Ltd (CCTS) NI605264

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