

Course Booking Terms and Conditions and Cancellation Policy

Effective from 9th July 2018

Please note these 'Terms and Conditions' may be subject to change without notice.

Training is facilitated by Penrith Business Improvement District, delivered by Nutshell Training and accredited by a range of providers. Please see website for confirmation of accreditation provider.

Booking

- For current course costs and dates, please refer to our website.
- A maximum of 3 delegate places per business are available on each course.
- The delegates must work in the levy paying business at least 16hrs a week to qualify for free training.
- Before booking onto the course, please ensure you have read the course content, to ensure the course will meet your training needs and that you are able to meet pre-requisites, where stated.
- If a course registration/booking form is completed by an individual other than the named candidate, it is the responsibility of the employer to ensure the candidate is suitable for the course and has the relevant experience.
- Upon receipt of your booking form, and subsequent payment your place(s) will be confirmed.

Important note: Penrith BID's acceptance of your booking brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will not form part of the contract.

Purchase Orders

- Purchase orders may be accepted in lieu of payment at time of booking at Penrith BID's sole discretion.
- Acceptance of purchase orders is subject to Penrith BID's prior approval for credit terms. Customers must first supply a completed Customer Information Form upon request.
- Purchase orders shall not be accepted from any customer at any time during which the customer's account is placed on "stop" due to default.

Invoicing and payment

- Course fees are payable upon booking unless a valid, authorised Purchase Order is provided and accepted or you are eligible to a free placement.
- Invoices will be sent via email to the name and address provided on the booking form and must be paid within 15 days of the invoice date or not later than 1 working day prior to the start of the course, whichever date occurs soonest (the "due date").
- Payment must be made in pounds Sterling by cheque, credit/debit card or BACS.
- If any amount properly due to Penrith BID under or in connection with these terms and conditions remains outstanding beyond the due date Penrith BID may: a. charge interest on the overdue amount at the rate of 8% per annum above the base rate of HSBC Bank PLC from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable

on demand); or b. claim interest and statutory compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998).

Course attendance and certification

- Candidates will receive joining instructions via email to the email address provided on the booking form.
- It is the responsibility of the individual completing the course registration/booking form to ensure joining instructions are received by the candidate. Instructions will be sent via email to the email address provided on the booking form.
- If the joining instructions are not received, it is the responsibility of the individual who completed the course registration/booking form to contact Penrith BID’s office to arrange for them to be reissued.
- Failure to attend the course will result in the full cost of £50.00 per delegate being incurred.
- Penrith BID will send all correspondence primarily via email to the email address provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.
- No certificate(s) shall be issued whilst there is an outstanding balance (including interest on overdue balances and statutory compensation) due to Penrith BID.
- It may be necessary, for reasons beyond the control of Penrith BID, to change the content and timing of the programme, the date, the venue or the tutor.

Cancellation Policy (including amendments to booking)

- All requests for cancellations and/or transfers must be received in writing.
- Changes will become effective on the date of written confirmation being received.
- The appropriate cancellation charge will apply based on the cost of your booking, as shown below.
*excluding extenuating circumstances which will be charged at Penrith BID’s discretion.

Calendar days’ notice before the start date of the course	Refund applicable
29 calendar days or more	Full refund
Between 15 and 28 calendar days (inclusive)	50% refund
Between 1 and 14 calendar days (inclusive)	No refund will be given, charged at £50.00 if free placement given
Failure to attend	Treated as late cancellation and no refund given, charged at £50.00 if free placement given

- In the event of an individual named on the booking form cannot attend, we will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the course date.
- Delegates are only permitted to one course transfer or substitution per booking. After this the full fee will be charged.
- In the event of there being insufficient numbers booked onto a course Penrith BID reserves the right to cancel or postpone the course.

In the event of cancellation of a course by Penrith BID, we will endeavour to inform all participants a week before the course is due to take place, although please be aware that this is not always possible. All course fees paid will be reimbursed in full, or the payment will be transferred in full to another Penrith BID course. Penrith BID shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including transport costs, accommodation etc.

Extenuating Circumstances

- If you are unable to attend any of the course due to extenuating circumstances, you must inform Penrith BID in writing.
- If you were unable to attend due to illness you must provide evidence in the form of a doctor's note.

Course Provisions

- Accommodation and travel and mealtimes are the responsibility of the candidate.

Force Majeure

- Penrith BID shall not be liable to refund of fees or for any other penalty should courses be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

Entire Agreement

These terms and conditions, together with the current Penrith BID's website prices, course details and Penrith BID contact details, set out the whole of our agreement relating to the supply of the course and associated materials and services to you by Penrith BID. These terms and conditions cannot be varied except in writing signed by the Chairman of Penrith BID. In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of Penrith BID should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods or services offered for sale by Penrith BID. Penrith BID shall have no liability for any such representation being untrue or misleading.