



- **City:** Salisbury House, London Wall, London EC2M 5QQ Tel: 020 7256 6668 Fax: 020 7256 7273
- **Oxford Circus:** 50 Margaret Street, London W1W 8SB Tel: 020 7580 1651 Fax: 020 7580 1652

These Terms and Conditions of Business (Terms) together with the booking confirmation form the contract between Pitman Training, London EC2 & W1 and .....(your company) . They may not be varied unless agreed in writing.

## 1. Payment Terms

Payment is due no less than 14 working days prior to the commencement of training or dispatch of materials. If training is booked with less than 14 days notice, the invoice is for immediate payment. In all cases payment is required before the course or training programme commences.

When bespoke training is agreed, payment for creating and writing the materials is invoiced at the time of commissioning for immediate payment.

When relevant, funding that is due from national or local government sources must be authorised in writing prior to the commencement of the training.

## 2. Cancellation and Rescheduling Policy

Cancellation or rescheduling must be notified by telephone and confirmed to the Pitman Training Manager by email. The following refunds and/or cancellation charges apply.

### 2.1 Seminars and Tutor-led Programmes

This refers to 1 or 2 day courses, personal coaching sessions or a programme of a series of dates. Where there is a series of dates the terms apply to each date individually.

- 16+ business days' notice: 100% refund with a 15% admin charge OR an option to reschedule to an alternative date free of charge. Only one reschedule is allowed with no charge. Thereafter there will be a 15% admin charge. The alternative date(s) must be arranged concurrently with the cancellation.
- 11 to 15 business days' notice: 75% refund OR an option to reschedule to an alternative date with a 15% admin charge. The alternative date(s) must be arranged concurrently with the cancellation.
- 4 to 10 business days' notice: 25% refund OR an option to reschedule to an alternative date with a 30% admin charge. The alternative date(s) must be arranged concurrently with the cancellation.
- Cancellation with 3 or fewer business days' notice: there is no refund therefore 100% fee is due. 25% discount is available on rescheduling within 3 months.
- Training material for bespoke courses: where there is an agreement to develop and write specific material, the agreed fees for such work are due in full, regardless of cancellation or rescheduling.
- You may substitute a delegate(s) at any time up to the start date

- In the event that Pitman Training has to reschedule or cancel a course, Pitman Training reserves the right to offer an alternative date or course with similar content and value. If this is not suitable a full refund will apply.

### 2.2 Flexible Learning Programmes

These programmes have flexible start dates and times and can be part-time or full-time. They consist of a blend of attending Pitman Training Learning Hub and supported distance learning. Once the start date is agreed and booked these terms apply to the whole programme

- 6 – 10 business days' notice prior to the commencement date or the dispatch date of materials: 100% refund with a 10% admin charge on cancellation or an option to reschedule to an alternative date free of charge.
- Within 5 business days' notice prior to the commencement date or the dispatch date of materials: an 85% refund on cancellation or an option to reschedule to an alternative date with a 10% admin charge.
- Once the course/programme has started there is no entitlement to a refund.
- You may transfer the course to another delegate or change a module(s) of a programme for one(s) of similar value prior to the commencement of the course or during a Diploma programme by agreement.

The number of guided learning hours is clearly stated for each module booked. Access to the learning materials and support, whether through attending the Learning Hub or through Distance Learning, is available for 3 months per module. This allows ample time for learning, recapping, practice and the end of course exam/assessment. If additional time is required on any module an extension may be requested at the prevailing rate.

### 2.3 Online Learning

Once the logins have been dispatched you can not cancel the course and the full fee is non refundable. Each online course has an active timescale which is clear at the time of booking and provides ample time for working through the course and for revision or refresher.

### 3. Quality of Outcome

Each delegate is guided as to the importance of setting up a learning plan and study techniques at their Welcome session. The flexible learning programmes depend on a level of application by the delegate, regular learning sessions and applying the new techniques in the workplace. Course and Training Advisers are available to individually support each delegate either in the Learning Hub or by phone/email on distance learning - it is the delegate's responsibility to flag queries or requests for support when online or distance learning is the chosen method of study.

### 4. Dissatisfaction or Complaint

In the event of dissatisfaction, the company representative or the delegate must advise the Pitman Training Manager as quickly as possible, and no later than 3 days after the training. You may be required to put the complaint in writing.

With short tutor-led training courses there is a free retake option or money back no quibble guarantee.

With Flexible Learning Programmes we will do our utmost to rectify any issues immediately. Course Advisers will provide advice, additional support or other options to the delegate where required. Any refund will be made solely at the discretion of the Manager.

### 5. Copyright

All course notes and materials are subject to copyright; such copyright and other rights belong to Pitman Training or our licensors. Course notes and materials provided to delegates are for the exclusive use of the individual delegate remaining the property of Pitman Training. No part of the course notes or materials may be reproduced or transmitted in any form, or by any means, electronically or mechanically including photocopying, recording or any information storage or retrieval system without the prior written permission of Pitman Training. Course notes and materials are provided subject to the condition that they shall not by way of trade or otherwise, be lent, resold, hired out, or otherwise circulated.

### 6. Pitman Training Liability

Pitman Training provides training courses and services solely by reference to their description and where permitted by law we exclude all other warranties, express or implied, statutory or otherwise from these Terms. Pitman Training's total liability to you for any losses, costs, expenses or damages under these Terms shall be limited to the total Fees paid or payable by you, other than for death or personal injury caused by our negligence or for fraud or where such limitation is prohibited by law. Under no circumstances shall

Pitman Training have any liability to you for loss of profit, revenue, anticipated savings or bargain or loss or corruption of data or software or for any indirect special or consequential losses.

### 7. Our Policies

A copy of our policies about Equality & Diversity, Confidentiality and Data Protection are all available to be viewed.

### 8. General

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts.

Pitman Training shall not be liable for any failure to fulfill its obligations where such failure is due to circumstances beyond its reasonable control.

### 9. Confirmation of Terms

It is your responsibility to read and ensure you understand the above Terms & Conditions of Business under which all our training services are carried out. This includes payment terms.

**These terms will not be varied unless signed in writing by an authorised manager of Pitman training, such variation and signature to appear below.**

I have read and understood the terms and conditions

Name: .....

Signed: .....

Title: .....

Date: .....

Company: .....