

Terms and Conditions Links Care LTD

Updated November 2018

1. Definitions and Interpretation

The following definitions and interpretation shall apply to all dealings between the Buyer and the Company.

‘The Company’, ‘Us’ and ‘We’ shall mean Links Care Ltd.

“The Buyer” shall mean the person, firm or company to whom Links Care Ltd agrees to supply to.

“Products/Services” means the products and/or services we agreed to provide you with under the Contract.

“Contract Document” means the enrolment form, booking form, registration form, and schedules applicable to it and our terms of business.

2. Conditions Applying

These terms and conditions supersede any terms and conditions proposed by The Buyer and may not be varied except with the written consent of The Company in accordance with 2.1 below.

- 2.1 Any variation to these terms and conditions must be agreed in writing and signed or countersigned by a Director of The Company

3. Fees, Invoicing and Payment

3.1 Fees

The price(s) charged in our price list at the time of the purchase of the Products/Services. The only exceptions shall be any variation pursuant to 2.1 above. All prices quoted are exclusive of VAT. The Buyer will pay fees in full and, except as stated in these Terms, fees are not refundable.

3.2 Invoicing and Payment

The following payment terms form part of your original contract and must be adhered to.

Payment must be made by cash or transfer into our bank account, at the time of booking.

Alternatively, an invoice can be requested. Unless the Contract Document states otherwise, the total invoice is due for payment within 30 days of the date of issue, without any right of set-off, payment must be completed 14 days prior to course attendance, Methods of payment are detailed on our invoices.

3.3 Non-payment of invoices

If the buyer has any queries on receipt of the invoice, The Buyer will write to The Company specifying their concern within 14 days of the date of the invoice. If the Buyer does not raise such a query, payment of the invoice shall be due in accordance with clause 3.2 above.

So long as any payment is outstanding for courses/events, The Company shall be entitled to

deny any delegate registered by The Buyer entry to the course/event until such time as payment is made

4 Confirmation of Booking

By submitting a booking form, you agree and confirm that the delegate will attend the course/event. As soon as we receive payment and the booking form we will allocate a place on the course and send confirmation of your booking. Joining instructions will be issued no later than 7 days prior to the course/event.

5. Transfers and Substitutes

- 5.1 A delegate will be transferred to another course/event of the same or different title or of the same or different date provided we receive the request for transfer in writing no later than 21 days prior to commencement of the course/event and you will pay the difference, where applicable.

- 5.2 We welcome substitute delegates at any time. Details must be provided in writing.

6. Rescheduling, Cancellation & Non-Attendance

By us: The dates, times and venues advertised are provisional but we will use reasonable endeavors to adhere to these. However, we may reschedule or cancel if circumstances beyond our reasonable control make cancellation necessary. In the event of a change or cancellation we will make reasonable endeavors to notify you and offer you an alternative. If you do not accept an alternative we shall refund fees paid for the original booking and you agree that we shall incur no further liability whatsoever as a result of the cancellation.

- 6.2 **By you:** In the event that you want to reschedule or cancel a booking you must send us a request in writing no later than 30 days prior to the event date a charge of 50% of the course fee will be levied. We shall not refund fees where less than 30 days’ notice is received but we will welcome substitutes as per clause 5.2. We will not refund fees for non-attendance on the day.

6.3 Online Course

- 6.3.1 We can research online courses and approach companies on your behalf, however we accept no liability once a student has been enrolled. You the buyer will enter into a contract with the alternative training provider identified. We shall not refund fees paid once the student is enrolled.

7. Eligibility for and Outcome of Training Courses

It is the Purchaser's (employer's) responsibility to ensure that students are free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with an intensive course of study. Links Care Ltd welcomes students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. Links Care Ltd should be provided in advance (and for setting up purposes) notification of any assistance that a student is likely to need during the running of a course. If Links Care Ltd decides that a student has

not achieved the learning outcomes of the course and/or the assessment standard (ie. they are referred), then they will subsequently be offered feedback. Any further training or coaching over and above that provided on the course will be charged for at a cost of £30 per hour.

The Purchaser (the employer) acknowledges that if a student arrives late for a course or is absent from any session, Links Care Ltd reserves the right to refuse to accept the Student for training, if it decides in its sole discretion that the student will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable. To conform with Health & Safety Executive (HSE) requirements for statutory certificates, attendance at all sessions is mandatory.

8. Promotion

A promotion is subject to availability on 10 or more learners attending from the same institution or company. A promotion does not give you the right to book a specific course/event or book a combination/mix of courses/events. We reserve the right to reject the combination of courses/events or cancel a promotion without notice. Only one offer or promotion can be accepted and must be applied at the time of booking.

9. Copyright

9.1 We retain ownership and sole rights to the copyright of any material produced for the purpose of the course/event. Once supplied, materials, with the exception of the copyright, become the personal property of the delegate and no part of the materials may be used or reproduced in any form by any person or organisation unless as authorised by a Director of 'The Company'.

9.2 Audio or video recording at any course/event is not allowed except where we have given prior written permission.

10. Data Protection

We need to hold certain personal information about you and any delegates. Information will be held in accordance with the General Data Protection Regulations (2018) Agreement to the processing of your personal data and/or that of the delegate is a condition of acceptance onto our course/event. By enrolling you signify agreement to this processing. Each party shall only disclose information or allow access to it by those employees (or sub-contractors), whom are familiar with the data protection act and whose use of such data relates to their job or function. We will contact you 10 months following your attendance, to request you check the details we hold prior to re enrolment on the course, failure to reply will result in your details being held. Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur as a result of any breach of the former undertakings.

11. Freedom of Information

Where the Purchaser is a Public Authority as defined in the Freedom of Information Act 2000 ('the FOIA') it agrees to notify Links Care Ltd immediately if it receives any FOIA request for information regarding

Links Care Ltd or its business, and it agrees to consult with Links Care Ltd regarding the application of any exemptions under the FOIA in relation to such request. Links Care Ltd agrees to cooperate with the Purchaser in relation to the FOIA.

12. Disputes

In the event of a dispute concerning the Goods or Services the parties shall use their reasonable endeavors to resolve it as soon as practicable. If they fail to do so within 14 days, the parties shall try to agree on and implement a method of dispute resolution. If they fail to agree such method within 14 days, the parties confirm that the dispute will then become subject to the exclusive jurisdiction of the English courts.

13. Law of England

For all legal relationships between the Company and the Buyer, the law of England and Wales shall apply.

14. Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.

15. Force Majeure

Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.

16. Warranties

Links care Ltd warrants to provide Services with all the care and skill to be expected of a qualified and competent contractor experienced in undertaking services of the same kind as the Services.

16.1. If the Services performed are in breach of this contract, Links care Ltd will at its option make good the performance, re-perform the Service or refund the

Purchaser the relevant Price, subject to availability and the performance being proved to be deficient to the reasonable satisfaction of Links Care Ltd. These obligations will not apply where:

- a) The part of the Service concerned was based on information supplied by or varied from the normal Service at the specific request of the Purchaser; or
- b) the Purchaser failed to notify Links Care Ltd of the defect within 14 days of the supply.

17. Liability

Nothing in this contract excludes or limits or attempts to exclude or limit the liability of either party for death or personal injury caused as a result of its negligence, or for fraudulent misrepresentation; or in respect of the implied warranties contained in the Supply of Goods and Services Act 1982.



Links Care Ltd. Registered in England No:11226292
Directors: C. Knight

Registered office: Office 31, Moorgate Crofts Business Centre, South Grove, Rotherham, S60 2DH
Tel: 07988188823 Email:linkshealthcare@gmail.com Website: links.training