

General Terms & Conditions of Booking

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1. Definitions

1.1. In these terms and conditions:

- *Customer* means persons requesting the training (you/your company)
- *Delegate(s)* mean(s) persons attending the training (you/your employees)
- *Partner* means a third party training provider through whom Purple Cow Training Ltd are fulfilling a training need for a Customer

2. General

2.1. These Terms and Conditions shall apply to all training carried out in the provision of services by Purple Cow Training Ltd to the Customer in accordance with any order confirmation authorised by the Customer. No additions 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.

3. Health & Safety

3.1. The parties to this Agreement shall ensure that all necessary steps are taken for securing the health, safety and welfare of all persons engaged in the operation of this Agreement. This will be to the same extent and in the same manner as an employer is required to do in relation to his/her employees under the Health & Safety at Work Act 1974 (or any subsequent Act, Acts or enactments replacing the same or any other relevant legislation for the time being in force in Great Britain).

4. Liability

4.1. Purple Cow Training will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include, but are not limited to, fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body, failure or insolvency of the training centre. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as reasonably practicable.

4.2. In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer.

4.3. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

5. Equipment

5.1. The Customer shall make available all facilities, materials, equipment and protective clothing necessary for the training and/or assessment, unless Purple Cow Training Ltd specifically agreed to provide them.

6. Course Content

6.1. Our course listing is provided for information purposes only and does not constitute an offer for a particular course or programme.

6.2. Purple Cow Training Ltd constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course; a course title, duration, cost, content

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and location are liable to change at any time. Modifications will normally be communicated to the Customer two weeks prior to the course start date.

7. Course Suitability

- 7.1. It is the Customer's responsibility to ensure that they have read and understood the course outline and content and that the course is suitable for their requirements.
- 7.2. Purple Cow Training Ltd reserves the right to ask a delegate to leave the training event if the delegate does not meet the course requirements.

8. Certification

- 8.1. Certificates/eCertificates are awarded only to those delegates who successfully complete the training and subject to full payment for the course.
- 8.2. It is Purple Cow Training Ltd's default standpoint to send eCertificates wherever possible. We believe that this saves our customers time when electronically storing those eCertificates whilst also facilitating the printing of the eCertificates by customers should that be required by them.
- 8.3. A customer may request a paper version instead of/as well as an eCertificate however, in this case, Purple Cow Training reserve the right to charge for the sourcing, purchasing and delivery of the paper certificate.
- 8.4. In circumstances where Purple Cow Training Ltd are provided with a paper certificate for a course, such as by an Awarding Body, that certificate will be dispatched by us to the Customer.
- 8.5. In-house course certificates/eCertificates will be issued to the Customer within 2 weeks of attendance on a course.
- 8.6. Accredited certificates/eCertificates will be issued to the Customer within 12 weeks of attendance.
- 8.7. eCertificates will be emailed to the designated Customer contact with a dispatch notification email.
- 8.8. Where paper certificates are being issued, Purple Cow Training Ltd will email the designated Customer contact when the certificates are dispatched. Customers need to inform Purple Cow Training Ltd if they have not received their certificates within one week of the date of the dispatch notification email. If a Customer notifies Purple Cow Training Ltd of a non-receipt of certificates more than one month after the dispatch notification email was sent, Purple Cow Training Ltd reserve the right to charge the Customer for the sourcing, purchasing and delivery of any replacement certificates.
- 8.9. Any errors or omissions on certificates/eCertificates need to be reported by the Customer to Purple Cow Training Ltd immediately and certainly within one week of the date of the dispatch notification email. Purple Cow Training Ltd reserve the right to charge the Customer for the sourcing, purchasing and delivery of any replacement certificates/eCertificates, depending on the reason for the reissuing of the certificates/eCertificates. If a Customer notifies Purple Cow Training Ltd of certificate/eCertificate errors or omissions more than one month after the

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dispatch notification email was sent, Purple Cow Training Ltd reserve the right to charge the Customer for the sourcing, purchasing and delivery of any replacement certificates/eCertificates, regardless of the reason for those errors or omissions.

9. Special Requirements

- 9.1. It is the Customer's responsibility to ensure that Purple Cow Training Ltd are notified of any special requirements. Purple Cow Training Ltd will make every effort to accommodate these.

10. Purple Cow Training Ltd Venues

- 10.1. Refreshments will be available.
- 10.2. Purple Cow Training Ltd operates a No Smoking Policy at all of its venues.
- 10.3. All other details regarding that venue, such as parking arrangements, will be detailed in the delegate joining instructions.

11. Customer Site Venues and Equipment

- 11.1. It is the Customer's responsibility to provide a safe and suitable training environment for any courses delivered at their site. Details of these requirements will be sent to the Customer by Purple Cow Training at the time of course booking and need to be agreed by the Customer on booking confirmation.
- 11.2. The onus is entirely with the Customer to ensure requirements for Trainer induction, Trainer medical assessment, Trainer security clearance, Trainer ID and Trainer PPE are communicated to Purple Cow Training Ltd at least two weeks prior to the course start date.
- 11.3. It is the Customer's responsibility to ensure that any training equipment provided by them for the training course(s) is suitable, free from defect and insured. As such, Purple Cow Training will not accept any liability for issues arising from equipment that has not been sourced by them.
- 11.4. Irrespective of who is providing any training equipment for a course, responsibility lies with the Customer in communicating any training and equipment requirements and this needs to be done prior to any booking confirmation.

12. Partner Venues

- 12.1. In circumstances where a Partner is providing the training, it is that Partner's responsibility, and not Purple Cow Training Ltd's, to ensure that they:
 - provide a suitable venue and all equipment that is needed to deliver this course and that that equipment is fit for purpose
 - provide the required and suitable course materials/books for the delegate(s) on the course
 - have a trainer who will be delivering the course has the relevant and required competences for both the subject matter and for teaching delivery
 - have all of the required insurances in place

13. Delegate Requirements

- 13.1. Delegates are required to be punctual for all courses and sessions.

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- 13.2. Delegates shall act reasonably throughout the training.
- 13.3. Purple Cow Training Ltd may remove a delegate from a course where, in the opinion of the trainer, the delegate is behaving unreasonably.
- 13.4. Consumption of alcohol is not permitted during training nor should it be consumed immediately prior to training. If there is any evidence of such, trainers are obliged to refuse to train the delegates.
- 13.5. Where the training being delivered is not completely theoretical, delegates must be physically fit to withstand the rigours of training. The onus is entirely with the delegate to ensure his/her fitness to undergo training and Purple Cow Training Ltd cannot and will not accept any responsibility in this regard.
- 13.6. For all Purple Cow Training Ltd courses, all delegates must have a basic understanding of the English language, in both spoken and written regards.
- 13.7. All delegates will be required to abide by any site rules and regulations operating at the course location.

14. Joining Instructions

- 14.1. Delegate joining instructions including an outline of the course, course requirements/prerequisites and venue details will normally be issued to the Customer in a timely manner prior to the course. The onus is entirely with the Customer to ensure that their delegates receive such information/documentation. Purple Cow Training Ltd cannot and will not accept any responsibility in this regard.
- 14.2. If you have not received your joining instructions three days prior to the training course, please call 0845 009 1277.

15. Disclaimer

- 15.1. The information contained in all Purple Cow Training Ltd coursework and 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 Purple Cow Training Ltd shall have any liability to any person or entity with respect to any offence, loss or damage caused or alleged to be caused directly or indirectly by the information in the coursework.

16. Cancellations and Transfers

- 16.1. Written notice of cancellation needs to be provided by the Customer if they intend to cancel their course booking. That written notification can be provided via:
 - Fax: 01782 349606
 - Email: sales@purplecowtraining.co.uk
 - Post: Purple Cow Training Ltd, within Summit Hospitality, The Mount, 566 Etruria Road, Newcastle-Under-Lyme, Staffs, ST5 0SU.
 - Please note that the date of receipt of the letter by Purple Cow Training Ltd will constitute the date of termination and NOT the date the letter was originally posted.



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- 16.2. The amount of the course fee that is still applicable will be determined according to the following rules:
- 50% of the course fee is applicable if written notice of the cancellation of the course booking is received at least 15 calendar days prior to the course start date.
 - 100% of the course fee is applicable if written notice of the cancellation of the course booking is received less than 15 calendar days prior to the course start date or if no written notice is given at all.
- 16.3. NOTE: Course fees are applicable as above with respect to cancellations regardless of whether or not any payment had actually been made at the time of the cancellation.
- 16.4. Transferring an existing course booking is considered to be a cancellation and rebooking and so the previously stated cancellation fees will be applied, unless otherwise decided solely at the discretion of the management team within Purple Cow Training Ltd.
- 16.5. In the event that the named Individual(s) on a Customer's booking cannot attend a course, a named substitute(s) will be accepted providing prior notice has been given to Purple Cow Training Ltd.
- 16.6. Other arrangements for cancellation may be considered due to unforeseen circumstances. Please contact us as soon as you are aware of a problem with your booking.
- 16.7. We reserve the right to charge an additional administration fee when cancelling or transferring course bookings.
- 16.8. For courses that we fulfil through a Partner, we reserve the right to apply that company's cancellation/transfer policy, where applicable.

17. Non-Attendance

- 17.1. Individual(s) not attending a course for which they have a booking will be charged their full booking amount unless written notification has been received prior to the start of the course in which case the conditions described in "Cancellations and Transfers" (above) will take effect.

18. Payment Terms

- 18.1. For non-account Customers, full payment is required within 7 calendar days of the course reservation, unless an alternative payment period has been agreed in writing by Purple Cow Training Ltd..
- 18.2. Also, for non-account Customers, full payment is required at the time of making the booking if that booking date is within 7 calendar days of the start date of the course.
- 18.3. A place on a training course will only be guaranteed when full payment and signed booking terms have been received.
- 18.4. Regardless of a Customer's account status, all bookings for eLearning, blended or distance learning must be paid for at the time of booking.
- 18.5. Bookings do not constitute VAT Invoices. VAT Invoices will be issued separately.

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19. Complaints

- 19.1. Purple Cow Training Ltd endeavor to provide a high quality training experience and as such not provide any grounds on which a complaint could be made. That notwithstanding, we do have a full and thorough complaints procedure.
- 19.2. Any initial contact regarding a complaint needs to be made as follows:
- for a course at a Purple Cow Training Ltd venue:
 - by the delegate to the trainer
 - with potential follow up by the Customer to their Account Manager at Purple Cow Training Ltd
 - for a course at a Customer's site:
 - by the delegate to the trainer
 - with potential follow up by the Customer to their Account Manager at Purple Cow Training Ltd
 - for a Partner provided course:
 - by the Customer to their Account Manager at Purple Cow Training Ltd
- 19.3. Once a complaint has been received by Purple Cow Training Ltd, it will then be processed according to our Complaints Procedure.