

Construction College Midlands (a part of Walsall College)

Course Terms and Conditions

1. **About these Terms and Conditions**

- 1.1 These Terms and Conditions (the "Conditions") form the whole of our 'Agreement' with you.
- 1.2 In these Conditions 'we' and 'us' means Walsall College; 'you' means the individual or organisation booking a Course, Programme, Product, and/or Service under these Conditions.
- 1.3 These Terms and Conditions only relate to courses and/or programmes delivered through Construction College Midlands, they do not apply to any other courses and/or programmes delivered by other divisions of Walsall College.
- 1.4 **'Booking'** means a request by you to book a Course or Programme with us
- 1.5 **'Course'** means a Construction College Midlands course.
- 1.6 **'Credit Account'** means a pre-arranged credit account with us.
- 1.7 **'Delegate'** means an individual enrolled on a Course by you; '
- 1.8 As a truly inclusive College we will continue to recruit talent from all sectors of society, fully develop the talent of all our staff and students and build collaboration and a sense of community. We aim to go beyond statutory requirements to ensure our staff, students and partners have the best experience possible. We aim to continue to develop a corporate culture that is inclusive at all levels and in every system and process. Through our Single Entity Scheme, Equality and Diversity Strategy and Equality Objectives we will work with people from across the College and beyond to not only deliver our statutory responsibilities, but to exceed them.
- 1.9 **'Construction College Midlands'** means the construction training division of Walsall College.
- 1.10 **'Programme'** means the programme comprising one or more Courses and other elements as described in the letter accompanying these Terms and Conditions
- 1.11 **'Reasonable Adjustments'** means reasonable adjustments either in accordance with relevant equality legislation or as part of what we deem to be good practice.
- 1.12 These Conditions replace all other terms and conditions previously applicable and shall apply to any Booking to the exclusion of any other terms and conditions.

2. **Booking**

- 2.1 Booking a Course or Programme shall be regarded as an offer by you to book a Course, Programme under these Conditions.
- 2.2 As soon as reasonably practicable you shall provide us with the name of the Delegate(s) and any special requirements they may have, particularly with regard to diet, mobility and access.
- 2.3 We do understand that circumstances can change and therefore substitution of a Delegate(s) will be allowed up to the commencement of the Course or Programme without charge, subject to clauses 2.2 and 7, but we ask, if possible, that you give us 48 hours or more advance notice prior to the Course commencement.

3. **Confirmation**

- 3.1 Acceptance of your offer will take place on sending you written confirmation of your Booking. Our acceptance of your Booking brings into existence a legally binding Agreement between us.
- 3.2 Joining instructions will be forwarded to you prior to the Course or Programme start date. If you do not receive the joining instructions within 7 days prior to the Course or Programme start date you must notify us immediately.

4. **Accommodation**

- 4.1 Accommodation is not provided and is not the responsibility of Walsall College. Delegates are responsible for arranging their own accommodation.

5. **Price**

- 5.1 A standard Course or Programme price is as listed in our published price list. We reserve the right to change prices listed without notice.
- 5.2 The price of a bespoke Course or Programme is as confirmed by us in writing.
- 5.3 Course or Programme prices do not include meals (unless we notify you otherwise), travel, accommodation, parking costs or any other cost incurred as a result of or in connection with a Course or Programme.
- 5.4 All prices are quoted excluding Value Added Tax, which will be added to all taxable supplies at the current rate.

6. **Payment**

- 6.1 All payments must be made in UK sterling (GBP) and reference our invoice number where provided.
- 6.2 Other than where we agree to payment being made through an active Credit Account, payment must be received at time of booking via credit/debit payment card or other agreed payment method.
- 6.3 All courses must be paid for in full prior to the start of the course.
- 6.4 Where payment is to be made through a Credit Account, payment shall be made within 30 days of the date of invoice subject to 6.3. A purchase order number must be provided at the time of booking.
- 6.5 No payment shall be deemed to have been received until we have received cleared funds.
- 6.6 Without prejudice to any other right or remedy available to us if payment is not received when due we shall be entitled to:
 - 6.6.1 Cancel the Agreement; and/or
 - 6.6.2 Suspend the delivery of any other Course to you; and/or
 - 6.6.3 Withhold the issue of any applicable Course certificate; and/or
 - 6.6.4 Include interest on the amount outstanding from the date when such payment is due until the date of actual payment (both after as well as before judgment) at a rate per annum of 4 per cent above the base rate from time to time of Barclays Bank plc. If we must recover the outstanding payment recovery costs are to be paid by you.

7. **Cancellation by you**

- 7.1 If you cancel a Booking or transfer to another Course or Programme it must be in writing (including email) and if your request is received:
- 7.1.1 More than 14 days before the Course start date or, where you have booked a Programme, the start date of the first Course comprised within that Programme, we shall refund you the Course, and/or Programme price (as applicable);
 - 7.1.2 Between 14 and 7 days before the Course start date or, where you have booked a Programme, the start date of the first Course comprised within that Programme, subject to any scheme rules related to a particular Course or Programme, we may charge you up to 50% of the Course, and/or Programme price (as applicable) and only refund the difference;
 - 7.1.3 Less than 7 days before the Course start date or, where you have booked a Programme, the start date of the first Course comprised within that Programme, no refund shall be made.
- 7.2 Any request to transfer to another Course or Programme must state the date to which you wish to transfer to (which must be within twelve months of the original Course or Programme start date).

8. **Cancellation by us**

- 8.1 All Courses and Programmes are subject to availability and demand and it is your responsibility to confirm the status of a Course or Programme with our Course Bookings Team prior to the Course or Programme start date.
- 8.2 We reserve the right at any time:
- 8.2.1 to cancel Courses or Programmes and refund in full. No further liability will be accepted.
 - 8.2.2 to vary Course or Programme dates, programmes, speakers and venues.
- 8.3 We shall endeavour to inform you as soon as possible of any Course or Programme cancellation or variation.
- 8.4 Every effort has been made to ensure the accuracy of information contained within our literature and materials, including any Course or Programme description; however, we do not accept responsibility for any errors or omissions. We reserve the right to cancel any Booking for a Course and/or Programme where any such error or omission has occurred, even after we have accepted such a Booking.

9. **Delegates**

- 9.1 Prior to a Delegate(s) attending a Course or Programme it is your responsibility to bring these Conditions to their attention. Where a Delegate is under the age of 18, it is your responsibility to ensure that the parent or guardian of that Delegate has given their consent to the Delegate undertaking the Course. We may ask for proof of this consent, and if this is not given to our satisfaction there may be consequences as set out in clause 9.10 below.
- 9.2 You agree to indemnify us in respect of any loss, damage or injury caused to the property of us, our employees or any third party by the conduct, act or omission of a Delegate(s).
- 9.3 Delegates shall be required to comply with all the rules, procedures, policies and guidelines in place at the Course venue and/or our premises, including but not limited to Alcohol, Drug, Substance abuse and Weapons, Smoking, Sun Safety, health and safety, disciplinary and security procedures as detailed in the following policies:
“Dignity at Work Policy and Procedures”
“Health and Safety Policy”
“Positive Behaviour Management and Disciplinary Policy”
“Substance Misuse Policy”
Further details of relevant rules, procedures, policies and guidelines will be provided at the induction for any Course or Programme and/or found on our website www.constructioncollege.co.uk
- 9.4 Delegates are not allowed to bring the following on to our premises.
- 9.4.1 Alcohol; or
 - 9.4.2 Any object that could be used to threaten or injure another person (including any knife or other type of sharply bladed or pointed object or gun or other firearm).
- 9.5 Delegate(s) that are not adhering to our policies and guidelines may, at our sole discretion, be required to leave the Course or Programme and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.
- 9.6 If we consider that:
- 9.6.1 A Delegate is under the influence of drink or illegal substances, in possession of illegal substances, misusing legal substances, unsuitably dressed or behaving in a threatening, abusive or otherwise unacceptable manner; and/or
 - 9.6.2 A Delegate is a risk to the health and well-being of themselves and/or others; and/or
 - 9.6.3 A Delegate's Course attendance times are unacceptable, such Delegate shall be required to leave the Course or Programme and our premises (if applicable) immediately. Other than where a Delegate is required to leave for a reason outside their reasonable control, we shall not be liable for any refund or compensation in such circumstances.
- 9.7 Some of the training provided by Construction College Midlands can be physically and/or mentally demanding. All Delegates must be capable of completing the training in that respect. We cannot be held responsible for any costs that may be incurred due to a Delegate(s) being unable to complete training as a result of any inability on their part. Where there is any concern you should contact us and we will assess what reasonable adjustments may be made to assist you or your Delegate(s).
- 9.8 Prior to making a Booking it is your responsibility to ensure that a Delegate(s):
- 9.8.1 Has the physical ability; and/or

- 9.8.2 Has the communication skills; and/or
- 9.8.3 Has the literacy and/or numeracy skills; and/or
- 9.8.4 Has met any prerequisites listed for the Course or Programme that is/are required for a Delegate(s) to attend and complete the Course or Programme on which they have been enrolled, and for which we are not able to make Reasonable Adjustments.
- 9.9 It is your responsibility to ensure the Delegate(s) is aware of what is involved in the Course or Programme (including, but not limited to, if it involves being in a confined space or working at heights) and has the ability to fully complete any training and assessment.
- 9.10 If a Delegate(s) does not possess the physical ability and/or the skills and/or prerequisites and/or abilities set out in clauses 9.8 or 9.9, or has not provided to our satisfaction parental consent if required under clause 9.1, either:
- 9.10.1 In our reasonable opinion; and/or
- 9.10.2 The Delegate's opinion
- and we have not been able to make Reasonable Adjustments, such Delegate(s) may be required to leave the Course or Programme and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.
- 9.11 If you and/or a Delegate(s) have any doubts relating to their physical ability, reference should be made to a medical doctor. The onus is entirely with you and/or the Delegate(s) to ensure that they have the physical ability required to attend a Course or Programme.
- 9.12 We require Delegates to bring photographic identification along to the Course or Programme they are attending to verify their identity. It is your responsibility to make the Delegate(s) aware of this requirement and refer to the joining instructions provided as to whether this is a requirement. If photographic identification of the Delegate(s) is not provided when requested, we may require them to leave the Course or Programme and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.
- 9.13 Subject to clause 6.6.3, for those Courses where a Course certificate is ordinarily issued, a Course certificate shall be issued to a Delegate(s) who has, in our opinion, successfully completed and attended any such Course and, if relevant, attained a sufficient level of competence.
- 9.14 You shall forward on any issued Course certificate to the applicable Delegate(s).
- 10. Safeguarding Delegates**
- 10.1 Walsall College is passionate about safeguarding our students. We believe that not only do we have a statutory duty to ensure that we safeguard and promote the welfare of children and young people in our care, but also a moral duty. Our Safeguarding Policies (Adults at Risk of Harm, and Child Protection) and procedures can be found on the college website and focus on how we recruit and train our staff, support our students, make referrals and deal effectively with allegations against staff. It incorporates a wide range of risks we need to safeguard against, and to be clear in our response to the changing landscape of the safeguarding agenda. Any concerns regarding safeguarding should be reported to the College safeguarding lead via safeguardingteam@walsallcollege.ac.uk.
- 11. Intellectual Property**
- 11.1 The names, images and logos identifying Walsall College or the Construction College Midlands are proprietary marks of Walsall College.
- 11.2 All other trademarks, brand names, product names and titles and copyright used in our prospectus or the training material are trademarks, brand names, product names or copyrights of their respective holders. No permission is given by Walsall College in respect of the use of any of them and such use may constitute an infringement of the holder's rights.
- 11.3 Copyright subsists in our literature (including our Course catalogue and training material) and no part of our literature may be reproduced in any form without our prior written consent.
- 12. Liability**
- 12.1 Nothing in this Agreement is intended to limit liability for death or personal injury caused by our negligence.
- 12.2 Subject to clause 12.1 we shall not be liable to you:
- 12.2.1 for any indirect, special or consequential loss of any nature whatsoever; or
- 12.2.2 for any loss of profits, business, contracts, revenue, goodwill, contracts or anticipated savings or for any administrative inconvenience or disappointment.
- 12.3 Subject to clause 12.1, our liability to you in contract, tort or otherwise is limited to the Course price.
- 12.4 We accept no liability for any reliance placed upon the contents of any Course literature supplied. The said material is intended for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances.
- 12.5 We shall not be liable for any loss or damage caused to a Delegate's vehicle on our premises unless caused by our wilful misconduct.
- 12.6 We shall not be liable to you and/or a Delegate for any loss or damage to property caused by an event outside our reasonable control (including the misconduct or negligence of another delegate) or where the Delegate remains in exclusive charge of the property concerned. Delegates are recommended to have insurance in place to cover loss, damage or theft of their personal effects and money.
- 12.7 We shall not be liable to you for any delay or for the consequences of any delay in performing our obligations under this Agreement if such delay is due to any cause or circumstance beyond our reasonable control (including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident) and we shall be entitled to a reasonable extension of time for performing such obligations.

13. **Data Protection**

- 13.1 'Personal Data' is an individual's personal information including information obtained directly from an individual, or from third parties.
- 13.2 By booking a Course or Programme, we will collect, process and use the Personal Data you provide us for the purposes set out in clause 13.4.
- 13.3 Where you provide us with an individual's Personal Data you warrant and represent that you have informed them of our identity and the purposes set out in clause 13.4 for which their Personal Data will be processed.
- 13.4 The information you provide to us will be used for the purposes of booking a Course or Programme and for purposes connected with Walsall College's role as a training provider, including for the purposes of administration (including Delegate registration and recording of qualifications); statistical analysis; and customer services., Your data will be held securely and treated confidentially and will not be disclosed to external parties other than as required for the purposes described above, which may include sharing your information on a construction training register as well as with employers, awarding organisations, training providers, or funding bodies. Your Personal Data will not be passed to third parties for marketing purposes without your consent.
- 13.5 For information explaining your legal rights and how we use your Personal Data, please view our Privacy Notice online at www.constructioncollege.co.uk
- 13.6 Personal data will only be kept for as long as necessary in line with our Retention Schedule.

14. **General**

- 14.1 Without waiver or limitation of any rights or remedies we shall be entitled to set-off any and all monies owed by us to you against any and all monies owed by you to us under this or any other contract.
- 14.2 A person who is not a party to this Agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act including any subsequent revisions.
- 14.3 The headings in this Agreement shall not affect its interpretation.
- 14.4 If any part of this Agreement is held to be illegal or unenforceable (including any provision in which we exclude our liability to you) the validity and enforceability of any other part of the Agreement will not be affected.
- 14.5 The Agreement between us shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us.

15. **How to contact us**

- 15.1 You may make a complaint or give feedback about the services provided through the customer feedback portal on our website: www.constructioncollege.co.uk
- 15.2 You can contact Construction College Course Bookings for anything specific to your booking by:

Telephone: 01922 663600
email: bookings@constructioncollege.co.uk
post to: Construction College Midlands Course Bookings
83 Lifford Lane
Kings Norton
Birmingham
B30 3JH