

## Course Booking Terms & Conditions

Effective from 14 January 2019. Please note these 'Terms and Conditions' may be subject to change without notice.

### Booking

- For current course costs and dates, please refer to our website or enquire via phone (028) 302 56482 (Head Office) or by email: [info@healthmattersni.com](mailto:info@healthmattersni.com).
- Before booking onto a course, please ensure you have requested and have read the course content, to ensure the course will meet your training needs and that you are able to meet any pre-requisites, where stated.
- If you have any physical disabilities, medical problems or if you are pregnant it is advisable that you refrain from booking onto any course that incorporates a practical element that may affect your ability to safely participate. If in doubt, please contact us for advice and guidance prior to booking.
- If a course registration/booking is completed by an individual other than the named candidate, it is the responsibility of the person in receipt of the booking confirmation to ensure the candidate is suitable for the course and has the relevant experience.
- Following booking, it is vitally important that you (and any associated delegates) are aware of the parking restrictions at Health Matters (Health & Safety) Ltd training centres. Health Matters (Health & Safety) Ltd cannot be held liable for any associated parking penalties received by delegates.
- **Important note:** Your booking brings into existence a legally binding contract between yourself and / or a company which you represent, and Health Matters (Health & Safety) Ltd, on these terms and conditions. Bookings are formalised on receipt of a booking confirmation (By email) including these terms and conditions. An individual or organisation in receipt of these has 24 hours to reject or withdraw from the agreement which must be done so by emailing [info@healthmattersni.com](mailto:info@healthmattersni.com). Any term sought to be imposed by you in any purchase order or correspondence will **not** form part of the contract.

### Invoicing and Payment

- Course fees are payable upon booking unless a valid, authorised Purchase Order is provided and accepted, or unless Health Matters have agreed to allow credit terms (Maximum of 30 days from invoice date).
- For approved account holders, invoices will be sent via email to the name and address provided on the booking form (for online bookings) or to the person who made the booking by telephone with the Health Matters staff. Invoices must be paid within 30 days of the invoice date.
- For non-account holders, payment must be received on booking, however in some circumstances, and if approved by Health Matters (Health & Safety) Ltd booking team, credit may be provided up until 1 working day prior to the course start date. Payment must be made no later than 1 working day prior to the start of the course.
- Payment must be made in pounds sterling by BACS, debit /credit card or PayPal.



- If any amount due to Health Matters (Health & Safety) Ltd, under or in, connection with these terms and conditions remains outstanding beyond the due date Health Matters (Health & Safety) Ltd may:
  - a) Suspend immediately the credit account between the receiver and Health Matters (Health & Safety) Ltd.
  - b) Claim interest and statutory compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
  - c) Withhold any associated course certification / proof of attendance until full payment is made.

### **Course Attendance and Certification**

- Candidates will receive a booking confirmation via email to the email address provided upon booking, either by telephone or via the Health Matters (Health & Safety) Ltd website.
- It is the responsibility of the person in receipt of the booking confirmation to ensure joining instructions are received by the candidate. Health Matters (Health & Safety) Ltd will accept no responsibility for actions which occur following the failure to correspond the correct information between the email recipient and the course delegate.
- If the booking confirmation email is not received, it is the responsibility of the individual who completed the booking, either online via our website or by telephone, to contact Health Matters (Health & Safety) Ltd customer services department, via email, to arrange for them to be reissued.
- Failure to attend the course will result in the full cost being due.
- No certificate(s) or cards shall be issued whilst there is an outstanding balance due to Health Matters (Health & Safety) Ltd.
- Training outcome certificates / cards are posted directly to the individual / organisation who has made payment – the postal address used will be the one provided by you on booking. These are posted within 2 weeks of course completion, or within 1 week of receipt of payment (Whichever the later). Individuals / organisations must report 'non-receipt' of certificates / cards within 4 weeks post course completion or within 3 weeks post payment (Whichever the later). Individuals / organisations who report 'non-receipt' of certificates / cards after this period may be liable for replacement costs.

### **Course Start and End times**

- Course start and end times must be strictly adhered to. Delegates who arrive late will be refused entry and will not be entitled to a refund on course fees. Delegates who do not complete the full duration of a course, regardless of the situation, will not be awarded a certificate. This is a condition that Health Matters as a training organisation must strictly enforce to ensure the integrity of its courses and protect its reputation as a high quality provider of both internally and externally certified training programmes. We apologise in advance for any inconvenience this may cause.

### Cancellations and Amendments

- All requests for cancellations and/or transfers must be received in writing to [info@healthmattersni.com](mailto:info@healthmattersni.com)
- Changes will become effective on the date of written confirmation being received and approved.
- The appropriate cancellation charge will apply based on the cancellation notice given in writing to Health Matters (Health & Safety) Ltd, as shown below.

Notice	Refund applicable
14 calendar days or less from date of booking. (Unless the course commences within 14 days of booking, then no refund will be provided)	Full refund.
29 calendar days (inclusive) or more from course commencement and / or within 14 days of booking	100% refund
15 - 28 calendar days (inclusive) from course commencement	50% refund
14 or less calendar days from course commencement	No refund will be given
Failure to attend	Treated as late cancellation and no refund given



- In the event of an individual named on the booking form is unable to 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, and on the condition that they meet the course pre-requisites.
- If the individual named on the booking form is unable to attend, and cannot or does not wish to transfer their place to another candidate, they may transfer their booking to another date within 6 months from the initial course date. A fee will only be incurred if insufficient notice is given to this effect, fee's and notice periods below:

<b>Notice</b>	<b>Fee to transfer to a new course</b>
14 calendar days or less from date of booking. (Unless the course commences within 14 days of booking, then no option to transfer will be provided)	Transfer available. No transfer charge
29 calendar days (inclusive) or more from course commencement and / or within 14 days of booking	Transfer available. No transfer charge
15 - 28 calendar days (inclusive) from course commencement	Transfer available. 50% transfer charge
14 or less calendar days from course commencement	No transfer available. No refund given.
Failure to attend	Treated as late cancellation and no fee will be transferred

- 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 Health Matters (Health & Safety) Ltd reserves the right to cancel or postpone the course.
- In the event of cancellation of a course by Health Matters (Health & Safety) Ltd, we will endeavour to inform all participants 5 working days 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 Health Matters (Health & Safety) Ltd course, with your approval. Health Matters (Health & Safety) Ltd 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.

- It may be necessary, for Health Matters (Health & Safety) Ltd, to change the content and timing of the programme, the date, the venue or the tutor. Health Matters (Health & Safety) Ltd reserve this right.

### **Extenuating Circumstances**

- If you are unable to attend any training session due to extenuating circumstances you must inform Health Matters (Health & Safety) Ltd in writing.
- If you were unable to attend due to illness you must provide evidence in the form of a doctor's note.

### **Late Payment**

- Health Matters (Health & Safety) Ltd reserves the right to charge late payment interest on any outstanding invoices at a rate of 5% above the base rate of Barclays Bank PLC.

### **Data Protection**

- 'Personal data' is an individual's personal information including information obtained directly from an individual, or from third parties, or as a result of our relationship with the individual in our capacity as an external training provider.
- By booking a course, we will collect, process and use the personal data you provide us for the purposes set out below.
- 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 below for which their personal data will be processed.
- The information you provide to us will be used for the purposes of booking a course, 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 an approved training register as well as with employers and / or awarding organisations. Your personal data will not be passed to third parties for marketing purposes without your consent.
- Read our privacy policy for information explaining your legal rights and how we use your personal data.



- For Data Protection and other reasons, Delegates must not take photographs or gain to obtain others personal data whilst attending a course.

### **Entire Agreement**

These terms and conditions, together with the current Health Matters (Health & Safety) Ltd website prices and course details, set out the whole of our agreement relating to the supply of training and associated materials and services to you by Health Matters (Health & Safety) Ltd.

These terms and conditions cannot be varied except in writing signed by a Directors of Health Matters (Health & Safety) Ltd. In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of Health Matters (Health & Safety) Ltd 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 Health Matters (Health & Safety) Ltd. Health Matters (Health & Safety) Ltd shall have no liability for any such representation being untrue or misleading.