

Terms and Conditions

This website is the property of The Care Training Company Ltd and is made available solely on the terms and conditions set out below. Use of the website constitutes an agreement by the user to be bound by these terms and conditions.

The Care Training Company Ltd accepts no responsibility for any loss or damage which may arise from reliance on information contained in this site or on any other websites to which this site may at any time be linked.

The Care Training Company Ltd cannot guarantee that any downloads from this site are free of viruses or other harmful material and you are strongly advised to ensure that your own anti-virus and protective software is up-to-date and effective.

Users of this website are not permitted to upload to this website or to transmit any material which will cause damage to the performance of any computer system or any material which is obscene, defamatory or in breach of any copyright or intellectual property rights.

Reproduction or use of any material from this website is not permitted except: copies of any item or article may be printed in hard copy for training purposes as purchased, or for personal use.

Definitions and Interpretation

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.

The following terms have the following meanings:-

“Business Day” Monday to Friday inclusive. The office will be closed on English Bank Holidays

“Client” the party procuring the Service from the Service provider.

“Commencement Date” the date on which provision of the Service will commence.

“Courses” the provision of training courses and related materials and products. Courses may be delivered in-house at a company’s premises, at public venues or via the internet.

“Course materials” any documentation, articles, web pages, online modules or project materials provided as part of a course.

“Fee” the agreed fee payment to be paid by the client to The Care Training Company Ltd for the service as set out in the contract form or on the website terms and conditions.

“Period” the period of time for which The Care Training Company Ltd provides the service to the client as specified in the terms and conditions.

“Service” the service to be provided by The Care Training Company Ltd over the agreed period in the contract.

“Terms of use”	the agreement for services entered into between the client and The Care Training Company Ltd comprising these terms and conditions.
“Training packs”	a pack of training material to be used only by a provider that has reasonable skill, knowledge and experience in the subject matter field.

Amendments to terms

The Care Training Company Ltd may revise these terms and conditions of use at any time and update this information. You should therefore verify this page regularly and review the full terms and conditions. Your continued use of the website and/or the Courses constitutes your agreement to these terms and conditions as amended.

Prices

The price of each Course shall be the price listed at the date of purchase (subject to any discount codes as agreed with the Company). We are not currently VAT registered (24/11/2017) but the listed price will be inclusive of VAT once we are. Any other taxes applicable may be charged as permitted by UK legislation.

The price of each Course is subject to change at any time at the Company’s sole discretion prior to the date of purchase. You must check the website for the current prices before ordering any Courses.

Payment

Payment for all online Courses and trainer packs shall be made by online payment methods.

Other Courses may be paid upon invoice with the express agreement of a representative of The Care Training Company.

Failure to make payment in accordance with these terms may incur extra charges and an administration fee. Notification of all fees will be communicated via email beforehand. Any non-payment issues will be passed on to our legal representatives who will claim interest and compensation on any overdue or late paid invoices as well as the outstanding debt.

Payment for all Courses shall be made in pounds sterling, preferably by credit or debit card or such other method as available online or as may be specified by The Care Training Company Ltd.

For payment by credit card, The Care Training Company Ltd uses all reasonable efforts to safeguard the confidentiality of your credit or debit card details. Your credit card number and contact information will be provided to Stripe Payment Services or the relevant credit card company from time to time who have their own privacy and data collection practices and The Care Training Company Ltd has no responsibility or liability for these independent practices.

Acceptance & cancellation of orders for internet purchases only

The Care Training Company price lists shown on the website do not constitute legally binding offers. The Care Training Company is under no obligation to accept your order for an e-courses or any training packs. Acceptance of your order shall take place only when your order is confirmed to you.

Cancellation Rights

You have the right, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, to cancel any distance contract made with us, which includes contracts made exclusively by means of online purchase, e-mail, fax, telephone or other means of distance communication. In accordance with the Regulations, notice of cancellation must be received by us during the Cancellation Period, which is the period ending on the expiry of 14 days beginning with the day after the day on which the contract was concluded. In the event that a contract is cancelled pursuant to the Regulations, you will be responsible for returning any Course Materials to us in accordance with our returns procedure.

Cancellation by Client:

If a client wishes to cancel a course booking, notification should be given in writing. The client will be liable for the following charges:

1. 15 or more days notice: No charge
2. 7 to 15 days notice: 25% of total cost
3. Less than 7 days notice: 100% of total cost
4. Non-attendance: 100% of the total cost

Except as otherwise agreed between you and The Care Training Company, and in accordance with the Regulations, you will not be able to cancel the contract for online courses once delivery of the services has begun.

Cancellation Procedure

You agree that the above cancellation fees constitute a genuine pre-estimate of the expenses likely to be incurred by us as a result of your cancellation.

Returns Procedure

The Care Training Company will accept Course Materials for return only if

- You cancelled the relevant distance contract within the Cancellation Period
- The Course Materials were not compliant with our obligations under these terms and conditions
- You follow the returns procedure set out below.

Course Materials must be accompanied by a valid proof of purchase, and complete and in an unused and re-saleable condition.

The Care Training Company reserves the right not to make any refund in respect of sealed Course Materials where such seal has been broken.

If you qualify for a return and have followed the above procedure, you will receive a full refund of the purchase price and the outbound delivery charge to be credited to the card or account used for the initial purchase.

Intellectual Property

The Care Training Company Ltd is the owner and/or authorised copyright licence holder of the logos, trademarks and content present on thecaretrainingcompany.com. By posting this information on our website we do not grant any licence, copyright or use of any other of our intellectual property rights to any third party.

You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in and to the website and/or the Courses or any course materials and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

Data Protection

The use of personal information supplied to us by you and other users of this website is governed by our "Privacy Policy".

Use of the website

The information and services available on The Care Training Company's website are provided for the purpose of assisting those with an interest in purchasing training services from the Company, with information on the provision of services and the ability to make bookings and enquiries. The material available on this website is not for commercial use by other parties.

The Care Training Company Ltd accepts no responsibility for the content or accuracy of the information that is available, or is posted on this website.

The Care Training Company Ltd in its sole discretion shall determine your compliance with the above and shall have the right to block access to any user, or delete from this website without any prior notice, any material that it deems not to comply of to be objectionable for any reason.

The operators of this website will not be liable to users or any third party for any damages whatsoever, whether direct, indirect, incidental or consequential relating to or arising out of a visitor's use of this website.

Users of this web site must not:

- Disrupt or interfere with the security of the site or otherwise abuse any service provided on the site or linked web site.
- Disrupt, interfere or abuse any other user's enjoyment of the site.
- Obtain unauthorised access to any part of the site that is restricted from public access.

Registration

In order to access and use the website and/or the courses, you are required to complete the Product Inquiry form and submit this to The Care Training Company Ltd. The information requested must be current, complete and accurate. Registration for courses is subject to acceptance or refusal by The Care Training Company Ltd at its sole discretion. By registering you warrant and represent that you can form binding contracts under applicable law.

Passwords

You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the website and/or the courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account.

You must notify The Care Training Company Ltd immediately of any unauthorised use of your password or any other breach of security regarding the website and/or the courses which comes to your attention. The Care Training Company Ltd will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by The Care Training Company Ltd as a result of someone else using your password or account.

Warranties

The Care Training Company Ltd warrants that the courses and the website shall be provided with reasonable skill and care by qualified and experienced consultants, and that the course materials will be of satisfactory quality and compliant with any sample course materials supplied to you for approval.

No warranty is given that the courses or course materials supplied under these terms and conditions shall be fit for any particular purpose. Your statutory rights as a consumer (if any) are not affected by these terms and conditions.

Uptime

The Care Training Company Ltd will endeavour to make the website and the courses available but cannot guarantee that the website and/or the courses will operate continuously or without interruptions which could affect use of the website and/or the courses.

Links

The website may contain links to other sites, which are not under the control of The Care Training Company Ltd. We accept no responsibility or liability for the content, security, availability and privacy practices, or any material on any website that is not under the control of The Care Training Company Ltd.

A link to a third-party website does not imply endorsement.

Changes to Courses

The Care Training Company Ltd reserves the right to alter or cancel any course or location prior to delivery of that course.

Service Exclusions

The website and/or the courses are provided for general information and do not constitute financial, legal or other professional advice. The Care Training Company Ltd does not accept any responsibility or liability for any loss which may arise from reliance on information contained on the website and/or in the courses.

Copyright

The website operator, affiliates and business partners each reserve copyright in all content that they provide to the site, including but not limited to design, text, software, drawings, graphics and other files.

None of these may be republished, reproduced, downloaded, displayed, distributed, posted transmitted or sold in any form or by any means in whole or in part without prior written permission of the copyright owner.

No part of this website content may be reproduced and reused for any commercial purpose whatsoever.

All page headers, button icons, collection material, custom graphics and all other types of graphics used on this site may not be copied or imitated without the right owner's permission.

Disclaimer

The Care Training Company Ltd has taken every care in the preparation of the content on this site, but to the full extent permissible by law, we disclaim all responsibility for damage or loss howsoever arising including but not limited to loss of projects, loss of profits, loss of data or consequential or indirect losses arising in contract, tort or otherwise from the use of or inability to use the website and/or any information or materials on thecaretrainingcompany.com.

We make no warranty that the contents of this website are free from the influence of malware which has destructive or monitoring properties and shall have no liability in respect thereof.

Force Majeure

Parties to these terms and conditions shall not be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

If a Party to the Agreement cannot perform their obligations hereunder because of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall consider any prior contractual commitments entered into in reliance on the performance of the Agreement.

No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

Entire Agreement

The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded fully permitted by law.

Counterparts

The Agreement may be entered in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

Severance

If one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

No partnership

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

Third Parties

No part of these terms and conditions shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Communications

All correspondence with the lecturers, trainers, consultants, authors or anyone else providing training or Course Material on behalf of the Company must go through The Care Training Company Ltd.

Assignment

These terms and conditions shall be personal to the User. The User may not assign, mortgage, charge or sub-license or otherwise delegate any of its rights, or sub-contract or otherwise delegate any of its obligations without the written consent of The Care Training Company Ltd.

The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Service Provider.

Notices

Notices sent to you by e-mail will be deemed to have been received twenty-four (24) hours after sending.

The address for notices is info@thecarecompany.com or by post to The Care Training Company Ltd, The Dudson Centre, Hope Street, Hanley, Stoke on Trent, Staffordshire, ST1 5DD.

Jurisdiction and Governing Law

These terms & conditions (and all disputes, whether contractual or otherwise, arising out of or in connection with them) are governed by and shall be construed in accordance with the laws of England and Wales and each party submits to the exclusive jurisdiction of the English courts.

