

System People Ltd trading as SP Training
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Terms & Conditions with effect from 6 November 2020

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- "SP Training" means System People Limited.
- The "Customer" means the person, company or other legal entity identified as providing a request to SP Training to supply Services.
- "Services" means the goods or services to be provided by SP Training to the Customer under the terms of the contract.
- "Confirmation Date" means the date that SP Training has confirmed to the Customer that the course or other Services requested are available and a Booking Confirmation has been issued or a delegate has attended a training course (where the Booking Confirmation has not been received prior to the training course).
- "Contract" means the contract between SP Training and the Customer under which the Services are to be supplied by SP Training to the Customer.
- "Working Day" means every day of the week apart from Saturday, Sunday and statutory holidays.

2. Training Courses

The contents of course schedules are intended for general guidance only and do not form any part of a contract. SP Training reserves the right to make any reasonable variations to courses, including the content, location and times of the courses.

The indication of course availability and location shown on the SP Training website is for general guidance and does not form any part of a contract. Please contact SP Training before making any travel or accommodation arrangements as SP Training will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Customer to ensure that the delegates meet the eligibility and prerequisites of the course on which they are booked, and that the course content meets their requirements.

3. Prices

The price payable for the Services shall be the list price of SP Training at the Confirmation Date unless otherwise stated.

SP Training reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

4. Terms of Payment

The Customer shall pay any invoice submitted by SP Training within the terms stated on the invoice, and in any event prior to the Training taking place, to a bank account provided on the invoice. Failure by the Customer to pay any Charges when they fall due may (at SP Training's discretion) result in:

- the Delegates' place on the Training being withdrawn;
- SP Training ceasing to provide the Training; and/or
- SP Training withholding any certification due to the Delegates from the Training

SP Training have the right to charge interest and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

5. Cancellation, Transfers and Substitutions for Commercial Activities - including COVID-19 related cancellations

SP Training reserves the right to cancel or arrange an alternative date for a course. In the event of cancellation by SP Training, the Customer will be entitled to a full refund of the course fee but SP Training shall not be liable for any other loss or expense arising.

The Customer may cancel the course booking by notifying SP Training in writing by acknowledged email or by recorded delivery. The Customer shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The cancellation period starts the day after notification is received by SP Training and does not include the first day of the course. The Customer shall be liable to pay a cancellation fee as follows:

Scheduled Courses:

Number of Days' Notice	Proportion of Course Fee Payable
0-5 Working Days	100%
6-10 Working Days	50%
11-25 Working Days	10%

Customer Specific Courses:

Number of Days' Notice	Proportion of Course Fee Payable
0-25 Working Days	100%

Failure to attend or complete a funded training programme or training course will result in the full current commercial rate being charged for all work and training undertaken in accordance with the commercial cancellation policy tables in these Terms & Conditions plus an administration fee of £20 (plus VAT).

In the event that the delegate is unable to attend the course booked, SP Training will endeavour to transfer the delegate to an alternative course. If this is requested 25 or more Working Days from the start date of the original course then the only charges applicable will be an administration fee of £20 (plus VAT) plus any difference in course price. If a transfer is requested within 25 Working Days then the cancellation fee above shall be payable.

SP Training will endeavour to accommodate requests by the Customer to substitute one delegate for another but is under no obligation to do so. In the event of substitution, the Customer shall pay an administration fee of £20 plus any unavoidable costs (plus VAT) relating to the change.

For Interest Free Credit Customers, under the Consumer Contracts Regulations 2013, you have a right to cancel within 14 days of booking, provided you have not undergone the training. To arrange cancellation, please complete and follow the guidelines on our Credit Cancellation Form held on our website within 14 days of purchase.

6. Funded and Bootcamp Funded Training

If the training you have booked is funded via the government, we will require certain elements of evidence, such as salary information, from you to ensure your funding is approved - for co-funded pathways it is the responsibility of them employer to provide all evidence requested when it is required. In the event that the evidence isn't provided in the timescale requested, the course will be charged at the full commercial rate.

6a. Cancellation and Transfers for Funded Training

Failure to attend or complete a funded training programme or training course will result in the full commercial rate being charged for all work and training undertaken less any contributions made per learner at the following rates (plus VAT):

- Funded Level 2 Certificate in Driving Goods Vehicles (QCF) - Category C (Rigid) - £1,360.00
- Funded Level 2 Certificate in Driving Goods Vehicles (QCF) - Category C+E (Artic) - £1,185.00
- Funded Level 2 Diploma in Passenger Carrying Vehicle Driving (Bus or Coach) (QCF) - £1,237.50
- Funded Level 2 Certificate in Driving Goods Vehicles (QCF) - Driver CPC - £300.00
- Funded Level 2 Safe and Fuel Efficient Driving (SAFED) - £200
- Funded Level 3 Transport Controller - £195.00

In the event that the delegate is unable to attend the driver training booked, SP Training will endeavour to transfer the delegate to an alternative course. If this is requested 25 or more Working Days from the start date of the original course then the only charges applicable will be an administration fee of £20 (plus VAT). If a transfer is requested within 25 Working Days then the following cancellation fees will be charged:

Number of Days' Notice	Proportion of Course Fee Payable at the Commercial Rate
0-5 Working Days	100%
6-10 Working Days	50%
11-25 Working Days	10%

Funded Level 2 Certificate in Driving Goods Vehicles (QCF) - Driver CPC training days must be used within 6 months from sign up date. Non attendance of any CPC day will be charged at the full commercial rate for the revised booking. In the event that the delegate is unable to attend the course booked, SP Training will endeavour to transfer the delegate to an alternative course subject to the following cancellation fees:

Number of Days' Notice	Fee payable (plus VAT)
0-5 Working Days	£65.00
6-10 Working Days	£32.50
11-25 Working Days	£20.00

The Customer may cancel the course booking by notifying SP Training in writing by acknowledged email or by recorded delivery. The Customer shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The cancellation period starts the day after notification is received by SP Training and does not include the first day of the course.

SP Training reserves the right to cancel or arrange an alternative date for a course. SP Training shall not be liable for any other loss or expense arising.

SP Training do not guarantee that delegates will pass tests. In the event that a delegate fails a test, the Customer will be charged further training and test fees at the current commercial rates.

6b. Cancellation and Transfers for Bootcamp Funded Training

No refunds will be due in the event that a learner does not complete Pathway D or Transport Manager CPC.

If a learner withdraws from Pathway A or B before completion of the practical training, a credit will be issued for co-funded charge less the cost of the theory training and tests (starter package).

In the event that the delegate is unable to attend the driver training or Transport Manager CPC booked, SP Training will endeavour to transfer the delegate to an alternative course. If this is requested 25 or more Working Days from the start date of the original course then the only charges applicable will be an administration fee of £20 (plus VAT). If a transfer is requested within 25 Working Days then the following cancellation fees will be charged:

Number of Days' Notice	Proportion of Course Fee Payable at the Commercial Rate
0-5 Working Days	100%
6-10 Working Days	50%
11-25 Working Days	10%

The Customer may cancel the course booking by notifying SP Training in writing by acknowledged email or by recorded delivery. The Customer shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The cancellation period starts the day after notification is received by SP Training and does not include the first day of the course.

SP Training reserves the right to cancel or arrange an alternative date for a course. SP Training shall not be liable for any other loss or expense arising.

SP Training do not guarantee that delegates will pass tests. In the event that a delegate fails a test, one resit will be included with a short training session prior to the resit. The Customer will be charged any additional training and test fees at the current commercial rates.

SP Training will charge £20 + VAT for all missed Bootcamp appointments when prior notice is not given to cancel bookings.

7. Apprentices Cancellation and Non-Attendance of Workshops

If the apprentice does not wish to continue with the programme, it is the responsibility of the employer to notify SP Training in writing by acknowledged email or by recorded delivery. Any funded amounts clawed back from SP Training for late notification to the ESFA will be invoiced to the employer.

If a non-levy employer's apprentice moves to a new employer, the previous employer will be entitled to a pro-rata refund of their co-investment and the new employer will be invoiced the remaining balance.

The apprenticeship may be terminated by SP Training, the employer or the apprentice. In the event of a breach of the agreement by any party, another party may serve notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all circumstances. If the breach has not been remedied by the expiry of the specified period, the party serving the notice may terminate this agreement with immediate effect by notice in writing. SP Training has the right to recover sums from the employer in the event that the employer is in breach of the funding rules.

At the commencement of the apprenticeship programme, a bespoke learner journey will be prepared and agreed with the apprentice and employer. In the event that the apprentice fails to attend part of the scheduled journey without 5 Working Days prior notification, the employer will be charged £100 (plus VAT) per day for classroom-based training or £214 (plus VAT) per training session for practical training plus voided tests. In addition, an administration fee of £20 (plus VAT) will be charged to re-schedule the learner journey. In the event that a learner does not complete the scheduled End Point Assessment, any expenses and cancellation fees incurred will be re-charged to the Employer.

All employer incentive payments collected from the ESFA will be paid in line with government guidelines.

If the Customer becomes Bankrupt or arranges with Creditors to go into Liquidation, System People the Contract or the unfulfilled part thereof. SP Training reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking.

9. Customer Supplied Vehicles & Equipment

Any vehicle and equipment supplied by the Customer must be safe to use, roadworthy, suitable, certified and comply fully with all current HSE standards and Road Traffic Act requirements. The Customer is required to supply full insurance cover, whilst the Instructor is driving the Customer supplied vehicle. SP Training reserve the right to refuse to use a Customer supplied vehicle or equipment and to terminate the training course if the vehicle or equipment does not comply with the above conditions. SP Training will not be liable for any costs incurred on a vehicle or equipment whilst it is being used on a training course.

All costs including training fees incurred by SP Training through the termination of a training course due to non-compliance with the above will be charged to the Customer.

10. Practical Driver Training

For insurance purposes, you must advise SP Training if the person undertaking practical driver training using SP Training vehicles, have had a driving disqualification in the last 3 years or if they currently have seven or more penalty points that have not expired on their licence. Please also inform SP Training if any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted. In the event of non-declaration of this information prior to practical training, SP Training cannot be held responsible for any fees or tests lost due to the inability to drive through no insurance cover.

11. Liability

SP Training will not be liable for any loss or damage for the Services, except in cases of direct physical damage to the Customer's property, personal injury or death.

Under no circumstances shall SP Training be liable in Contract (including negligence or breach of statutory duty), or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings, or from any indirect or consequential loss or damage whatever. Each provision in this paragraph is to be constructed as a separate limitation and shall remain in force notwithstanding termination of the Contract.

SP Training shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control. If SP Training is unable to perform its duties and obligations under this contract as a direct result of one or more such causes SP Training shall give written notice to the Customer of such inability stating the cause in question.

12. Privacy Notice and Data Protection Policies

You can find copies of our Privacy and Data Protection Policies on our website at www.sptraininguk.com

13. General

The Contract shall become effective at the Confirmation Date.

SP Training do not guarantee that delegates will pass tests. In the event that a delegate fails a test, the Customer will be charged further training and test fees at the current commercial rates.

Where Services are certified training courses, the Customer consents to allow SP Training full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate effectiveness of training and to assist SP Training in providing advice to its Customers.

All Intellectual Property which includes all training materials, course manuals and confidential information shall remain vested in SP Training. Intellectual Property shall not be copied, reproduced or disclosed to any third party without the prior written consent of SP Training.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.