

Terms and Conditions for NICEIC Training

Important: Please read prior to purchasing, accessing and/or downloading any training products, services or materials from NICEIC

About Us

Company details: Certsure LLP trading as NICEIC (company number OC379918) (**we and us**) is a company registered in England and Wales and our registered office is at Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, LU5 5ZX.

We operate the website (www.shop.niceic.com) for your purchase of NICEIC training products and services.

These terms and conditions (**Terms**) apply to the purchase of training courses by you and supply of training products or services by us to you. No other terms are implied by trade, custom, practice or course of dealing. By purchasing training products or services with us, you confirm that you are purchasing training products or services from us in the course of your trade, business or profession, even if you are a sole trader - i.e. you are purchasing training products or services from us as a business, and not as a consumer.

Our courses are designed and presented by subject specialists. Our physical and virtual classroom courses are intended to be participative. To ensure this, the number of bookings accepted on each course is limited enabling the full benefit of discussion and interaction between delegates and tutors.

Course notes and other materials are provided as an aid to learning and understanding, they are only available to those booked on a course. Except for publications listed at <https://www.shop.niceic.com/publications> course materials are not sold separately. No part of the course content in any form may be reproduced without permission.

1. Definitions

Delegate: an individual who is either an employee of a business customer or private individual scheduled to be the recipient of the selected training product or service.

Course Start Date: the first day of the training course that the Delegate is booked on.

Customer/You: the person or business purchasing the training product or service from NICEIC.

Data Protection Legislation: (a) the DPA, the UK GDPR, any other applicable law (whether English law or otherwise) concerning data protection, privacy or confidentiality and any subordinate or related legislation; (b) Privacy and Electronic Communications (EC Directive) Regulations 2003 (c) any guidance, codes of practice or instruction issued by the Information Commissioner's Office (or any other relevant supervisory authority) from time to time; (d) any replacement to, or amendment of, any of the foregoing including any national laws or regulations constituting a replacement or successor data protection regime to that governed by the UK GDPR; and (e) any other applicable laws concerning data protection, confidentiality or privacy which may come into force from time to time.

In-Company: training provided for a single customer at a suitable, agreed location.

NICEIC: Certsure LLP trading as NICEIC.

Online Booking Service: the process for selecting, booking and purchasing a training product or service from NICEIC: www.shop.niceic.com.

Open course: training provided at a location selected by NICEIC, virtually or online.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Portfolio-based Qualification: a site-based course that does not require attendance at a training centre. Learner performance against qualification outcomes is assessed via evidence recorded in a digital portfolio.

Telephone Booking Service: the process of selecting, booking and purchasing a training product or service over the phone with an NICEIC employee.

2. Supply of Training Products/Services

- 2.1 When you make a booking with us via the Online Booking Service or the Telephone Booking Service:
 - 2.1.1 you will be sent a receipt of payment and a VAT invoice. If you do not receive these after placing your booking please contact us.
 - 2.1.2 you will receive joining instructions from us before the Course Start Date. If you do not receive these after placing your booking please contact us.
- 2.2 NICEIC shall use reasonable endeavours to supply the training to the Customer in accordance with these Terms in all material respects but reserves the right to change the content of any training course at any time and without notice to you.
- 2.3 NICEIC shall use reasonable endeavours to meet any specified training dates and/or venues but any such dates and/or venues shall be anticipated only and may be subject to alteration.
- 2.4 NICEIC reserves the right to amend these Terms as required to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of training.

3. Customers' Obligations

- 3.1 The Customer shall:
 - 3.1.1 co-operate with NICEIC in all matters relating to the training;
 - 3.1.2 provide NICEIC, its employees, agents and subcontractors, any information which may reasonably be required by NICEIC in the organisation and delivery of the training product or service, including, but not limited to, details in respect of the Delegate(s) of a business or themselves (if a private individual) and ensure that such information is complete, accurate and provided within timeframes specified; and
 - 3.1.3 ensure the appropriate qualifications and/or experience are held, where applicable, when purchasing a training product or service.
- 3.2 It is your responsibility to ensure you have the required level of skill, knowledge and qualification(s) required by the course. If your selected course specifies any skill, knowledge or qualification pre-requisites, and you fail to provide evidence to us when asked that you meet the pre-requisites of your selected course, your place on the course may be cancelled and we will be unable to offer any refund and will not be liable for any costs incurred.

4 Additional Customer's Obligations for In-Company Training

- 4.1 To arrange, at their own expense, a suitable room with facilities for the training and any examinations along with lunch and refreshments for each delegate and trainer for the duration of the course. Specific venue and course requirements will be discussed and agreed at point of booking.
- 4.2 To ensure the training course is suitable for their purpose, and that Delegates are advised of course requirements, venue details, date(s) and time(s) of attendance.
- 4.3 To ensure Delegates are suitably prepared for their training, including holding copies of relevant publications and material for the course as outlined in the course confirmation/agreement.
- 4.4 To advise of any special circumstances at point of booking to ensure appropriate arrangements can be made to support individual Delegate's needs.
- 4.5 The Customer may be asked to safely store equipment e.g. laptops, training rigs etc. that may be required for use during the course and until we can arrange collection after completion of the course. Any arrangements will be discussed and agreed prior to the course delivery.
- 4.6 Where equipment is supplied for the purposes of course delivery the equipment shall remain the property of NICEIC, however, whilst being stored at the agreed venue, the Customer will be held responsible for any damages or disappearance of equipment, caused through negligence or willful misconduct. NICEIC reserves the right to charge the cost of replacement or cost of repair, and any associated costs for any damage deemed to have been caused by negligence or willful misconduct.

Please note it is important that the named booked Delegates are present at the training as external certification bodies, such as City and Guilds, do not permit substitute delegates to sit a scheduled examination. It is possible, however, for us to arrange a future examination for an additional delegate which may incur additional charges, such as an examination fee.

5 Charges and Payment

- 5.1 Unless otherwise stated, the charges for the training shall be calculated on a per session per Delegate basis.
- 5.2 The charges for the Portfolio-based Qualification can be found on our website.
- 5.3 The Customer shall pay for their selected training product or service when they make a booking with us via the Online Booking Service or the Telephone Booking Service. We will confirm our acceptance to you by sending you an email that confirms that the payment has been received.
- 5.4 Once payment has been made, joining instructions will be confirmed to you [by email] unless previously agreed where an invoice for payment will be issued where payment must be received within the payment terms set on the invoice.
- 5.5 Failure by the Customer to pay any charges due at the time of payment may (at NICEIC's discretion) result in:
 - 5.5.1 the Delegate place on the training product/service being withdrawn; or
 - 5.5.2 NICEIC ceasing to provide the training.
- 5.6 All training products and services are subject to VAT at the current rate.
- 5.7 Where applicable training product charges include a single examination attempt per Delegate per session. Any additional attempts will be chargeable and payable prior to confirmation of booking.
- 5.8 For Portfolio-based Qualifications only, the course factsheet sets out the level of assessor support that is included in the training charges. Additional charges will be payable by the Customer for Delegates who require any additional assessor support.

6 Changes and Cancellations

Open Courses and Portfolio-based Qualifications:

We understand that changes in circumstance mean that it is not always possible for an individual booked on a course to attend. However, when we accept your booking we commit NICEIC training to certain costs, cancellations are therefore subject to the following conditions:

- 6.1 If you cancel more than 30 working days before the course start date, we will make an administrative charge of £25 plus VAT.
- 6.2 If you cancel a booking 15-30 working days before the course start date, the cancellation charge will be:
 - 6.2.1 £50 plus VAT for short courses (1-2 days); and
 - 6.2.2 £150 plus VAT for longer courses (3+ days) and Portfolio-based Qualifications.These charges will be payable by you or may be deducted from any refund of fees due.
- 6.3 If you cancel a course booking within 15 working days before the Course Start Date, for whatever reason, the full fee will be payable:
 - 6.3.1 in respect of Open Courses, the full fee will remain payable, and no refund of fees will be made; and
 - 6.3.2 in respect of Portfolio-based Qualifications, a fee of £270 will be payable, in addition to any assessment of a Skills scan and technical discussion fees, which will remain payable and are non-refundable.These charges will be payable by you or may be deducted from any refund of fees due.
- 6.4 E-learning courses are non-refundable and non-transferable once the training material has been allocated and accessed or the purchase date is over 14 days. If accessing your e-learning course under 14 days from date of purchase you waive your rights to cancel your purchase.
- 6.5 We will be entitled to cancel your place on the course, without refund, where you fail to comply with the conditions set out under Customer Obligations.

In-Company Courses:

- 6.6 If you cancel a booking more than 8 weeks before the Course Start Date, this will be fully refundable, however, NICEIC reserves the right to charge any reasonable expenses and costs incurred in the planning and development of any course content and/or material. Such charges will be payable or may be deducted from any deposit or fees paid.
- 6.7 If you cancel or amend a booking within 8 weeks of the Course Start Date, for whatever reason, the full fee will remain payable (including any additional charges resulting from an amendment), and no refund of fees will be made.

The Following Provisions Apply to Both Open Courses and In-Company Courses and Portfolio Based Qualifications:

- 6.8 Requests to transfer from one course to another are agreed and processed at the discretion of NICEIC and are limited to a single free transfer per Delegate when requested more than 15 working days before the Course Start Date. Subsequent transfers or transfers made within 15 working days of the Course Start Date are subject to the same conditions and charges as cancellations.
- 6.9 An alternative Delegate may be substituted at any time prior to the Course Start Date. However, there may be an additional cost for exam registration should the entry have been made to the awarding organisation. Under such conditions this may result in an alternative examination date being offered.
- 6.10 Training may only be cancelled by the Customer in accordance with this clause. If a Delegate fails to attend all or part of any training service, fees will be non-refundable.
- 6.11 If a refund is approved by NICEIC, it will be made through the original mode of payment only.
- 6.12 For examination bookings a customer may cancel or amend a scheduled examination with 10 working days' or more notice prior to the examination date. Examinations may not be cancelled or amended under 10 working days from the examination date.
- 6.13 Where a training product is purchased as part of a bundle all bundle components must be returned in a resaleable condition, meaning unused and still in original packaging, within the timeframes outlined in **6. Charges and Cancellations**, for a refund request to be considered.
- 6.14 Where a training product is purchased using a discount code or as part of a special offer the discount or offer is non-transferable.
- 6.15 All cancellation/amendment requests must be provided in writing to the NICEIC Training Admin team: **traininginfo@certsure.com**.
- 6.16 We know that the cancellation of a course causes inconvenience and we therefore make all reasonable endeavours to run all published courses. We reserve the right to cancel a course at our discretion.
- 6.17 We reserve the right to:
 - 6.17.1 Alter the course tutor without prior notice to you.
 - 6.17.2 Alter or cancel published dates and change venues or tutors without liability.
 - 6.17.3 Cancel a course or assessment visit at any time without liability. In these circumstances, you will be offered an alternative date or a full refund.
- 6.18 NICEIC reserves the right to refuse entry to any Delegate who fails to arrive at the correct venue, or on the correct date or time, or who in their opinion is unfit to take the course, or whose conduct or behaviour is disruptive. The decision of the trainer and/or exam invigilator on the suitability of the Delegate to complete the course and exam shall be final and binding.

7 Intellectual Property Rights

- 7.1 All Intellectual Property Rights in any and all materials provided for the purposes of performing the products and services are and shall remain the property of NICEIC.

8 Special Learning Requirements

- 8.1 NICEIC shall make all reasonable endeavors to accommodate special requirements that have been notified in advance at the time of booking.

Some of our products and services are accredited by Awarding Organisations who have their own requirements and processes for accommodating special requirements. We recommend contacting a member of the training team traininginfo@certsure.com for further information.

9 Technical Requirements for Online Training Products

- 9.1 It is the Delegate's responsibility to ensure they have appropriate equipment, internet access and that the minimum technical requirements are met to successfully access and complete the online training.
- 9.2 We accept no responsibility for malfunctions which may occur during the undertaking of your online learning.
- 9.3 NICEIC and any third party providers reserve the right, without liability or prejudice to its other rights to the Customers, to disable the learners' access to any material that breaches the provisions of this clause;

10 Liability

- 10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 10.2 The liability of training provider for any expense, loss, cost or damage of any kind whatsoever whether direct, indirect or consequential (apart from personal injury or death) arising out of any action of proceedings relating to any services or equipment provided in accordance with the course shall be limited to the total amount of fees charged in respect of the course. NICEIC is not liable for any consequential loss.
- 10.3 We are unable to offer refunds for cancellations arising from events outside of our control including adverse weather conditions, flooding or industrial action.
- 10.4 Where required the Delegate shall ensure that they keep a strong and secure password for use of the System and the Learning Resources, which they shall keep confidential. The Delegate will not share these login details with any other persons.
- 10.5 The Customer and Delegate shall use reasonable endeavours to prevent any unauthorised access to, or use of, the system and the learning resources and, in the event of any such unauthorised access or use coming to the attention of the Customer or Delegate, the learner shall promptly notify NICEIC.
- 10.6 The Customer or Delegate shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property.
- 10.7 The Customer or Delegate shall not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain or assist third parties in obtaining access to the Services.
- 10.8 The Customer or Delegate shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System or the Services, or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System or the Services;
- 10.9 The Customer or Delegate shall be solely responsible for procuring and maintaining their internet connectivity to enable access to the Services, and all problems, conditions, delays, delivery failures and other loss and damage arising from or relating to their internet connectivity.
- 10.10 If any Authorised User breaches any of the Customer or Delegate ' obligations under this Agreement, the Delegate's access to the system and Learning Resources will be promptly terminated.

11 Health And Safety

- 11.1 All parties acknowledge their responsibility under the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply in relation to any Training products/services and documentation and agree to comply with such legislation.

12 Equal Opportunities

- 12.1 Neither party shall unlawfully discriminate within the meaning and scope of equal opportunities legislation relating to the provision of this service including, but not restricted to, discrimination on the basis of race, gender, religion or belief, age, sexual orientation or disability.

13 Confidential Information

- 13.1 Each party shall treat as confidential all documents and information provided during or in connection with the performance of these Terms. No party shall use any other Party's confidential information for any purpose other than to perform the obligations under this Agreement.
- 13.2 Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers and awarding organisations i.e. City & Guilds who need to know such information for the purposes of carrying out the Party's obligations under these Terms or as may be required by law, court order or any governmental or regulatory authority.

14 Data Protection

- 14.1 When you book a course, whether you book it via our Online Booking System, Telephone Booking System or in person, you will be asked for certain Personal Data. This falls into two categories:
- 14.1.1 Personal Data about the Customer, including but not limited to, the Customer's name, address and payment details; and
- 14.1.2 Personal Data about the Delegate, including but not limited to, full name, date of birth, contact information including contact number(s) and email address.
- 14.2 In addition to the Personal Data that we ask for at the time of booking, we may also ask for (or be provided with) further Personal Data about either the Customer or the Delegate, either prior to the booking being placed, at the time it is placed, or subsequently. This may include for example information about the Delegate's employment and/or educational history and may include sensitive Personal Data such as details about fitness or health issues that the learner may have which could affect their ability to participate in the course.
- 14.3 If purchasing a training product or service on behalf of another person, you must obtain that person's consent prior to providing their Personal Data to us, and by submitting this information to us you are confirming that you have done so.
- 14.4 If you have been booked on a course by another person on your behalf, that person will have provided us with your Personal Data when they placed the booking. However, even though they placed the booking and our agreement is with them, we have legal obligations to you in respect of how we use your Personal Data and you should therefore still read this privacy notice yourself and let us know if you have any questions.
- 14.5 NICEIC are committed to protecting your privacy, and will only use Personal Data in accordance with the Data Protection Legislation. Your details which include your name, address, date of birth, NI number and contact details will be used to confirm your booking(s), provide joining instructions and to send relevant communications e.g. Certification of a Qualification. For further information on how we may use your data see our Privacy Policy <https://www.niceic.com/privacy-policy>
- 14.6 Your details will be shared for exam purposes with our agreed training partners and Awarding Organisations/Certifications Body i.e. City & Guilds.

15 Governing Law and Jurisdiction

- 15.1 The validity, construction and interpretation of this Agreement and obligations of the parties hereto shall be governed by and construed in accordance with the laws of England without regard to its choice of law principles. The parties hereby submit to the exclusive jurisdiction of the English courts.

16 Conduct

- 16.1 NICEIC are committed to the wellbeing of our Customers and our employees. We expect all individuals using our brands, our services and our training venues to treat others with courtesy and respect. Verbal abuse, harassment and violence towards any employee or others acting on behalf of NICEIC is unacceptable and we will not hesitate to act, which could lead to prosecution and/or cancellation of Certification/services.