



Training Terms & Conditions

Thank you for choosing Horizon West Africa (HWA) to be your training provider. By making this booking you are entering into an agreement with us. Please carefully read our Terms and Conditions below:

General:

1. Your rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
2. HWA may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform students as soon as is reasonably possible of any such changes.

Course eligibility:

3. Before booking onto the course, please ensure you have read the course content, to ensure the course will meet your training needs and that you are able to meet pre-requisites, where stated.
4. By agreeing to these Terms and Conditions you are confirming that you are able to speak, read and write English fluently. This is to ensure that at no stage on the course you misunderstand the instructions and guidance being delivered which could result in you failing the course.
5. If it transpires you have willingly or unwillingly provided inaccurate information and does not meet the course pre-requisites and/or are unable to speak, read and write English fluently. This will result in you being terminated from the course with immediate effect, without refund.

Booking & Payment:

6. Payments can be made via the booking system on our website or by contacting us via email to training@horizonwestafrica.org
7. A deposit is required to reserve a place on any of our courses, the deposit varies dependant on the course itself and will be clearly stated within the course specifics. Deposits are non-refundable unless cancellation is provided in writing within the relevant cancellation period
8. Upon receipt of your booking form, and subsequent payment your place(s) will be confirmed
9. Unless previous arrangements have been agreed, full payment of the course fees **must** be made 1 week before commencement of the course. Failure to not carry out the aforementioned will result in the forfeit of your place on the course and loss of your holding deposit.
10. If you do not attend a course, and have not previously informed us, the full course fee remains payable.
11. If you arrive late for a course or are absent from any session, we reserve the right to refuse to accept you for training if we feel you will gain insufficient knowledge or skill in the time

remaining. In all cases, the full course fee remains payable. However, in specific circumstances we may swap you onto the next available course to complete your training free of charge.

Course attendance and certification:

12. Students will receive joining instructions via email to the email address provided on the booking form.
13. It is the responsibility of the individual completing the course registration/booking form to ensure joining instructions are received by the student. Instructions will be sent via email to the email address provided on the booking form.
14. If the joining instructions are not received, it is the responsibility of the individual who completed the course registration/booking form to contact HWA to arrange for them to be reissued.
15. Failure to attend the course will result in the full cost being incurred.
16. HWA will send all correspondence primarily via email to the email address provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.
17. All certificates will be scanned and emailed to the student. Hard copies will remain the property of HWA until full payment is received. If any replacement or duplicate certificates are required, then an administration charge of \$20.00 is payable per certificate (plus the certificate replacement cost).

Offers & discounts:

18. Promotional offers, discounts and student support offers cannot be used in conjunction with each other.
19. The number of discounted places on each course is limited so bookings will be on a first come, first served basis.
20. Former students who have attended an HWA course with will qualify for a 10% loyalty discount, where evidence of past attendance is presented prior to the course start date. Failure to provide evidence of past attendance will result in students having to pay the full price of the course.

Re-qualification courses:

21. To be eligible to attend any re-qualification course the student must present to HWA prior to commencement a valid, original and in date certificate. If your certificate has expired, then please contact us prior to booking to discuss your available options.

Cancellations by student:

22. Should your circumstances mean that you need to transfer to another course, then this will be completed free of charge, providing there are available spaces, the transfer takes place within 12 months following the original course start date and notice is given in writing at least 10 working days before the course is due to commence. If advance notice is not given in writing within the period mentioned then our cancellation charges will apply. If there are no available spaces on the requested transfer course/date, then HWA will look at alternative dates. If no alternative dates are available, then our cancellation charges will apply. Refunds will NOT be given, should a request be made to cancel having already transferred onto another course.
23. If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation &

Additional Charges) Regulations 2013 ('Distance Selling Regulations'). This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

24. If you exercise your legal right to cancel under the Distance Selling Regulations, you will receive a full refund of the price you paid when booking. We will process the refund due to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation.
25. Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 14 calendar days in which you may cancel the booking, starting from the day after the day when the booking is made. If this period ends on a Saturday, Sunday or public holiday then the period will be extended until the next working day.
26. If your course is due to start within the cancellation period, then your legal right to cancel is as follows:
 - If your course has started but is due to end after the cancellation period, then your legal right to cancel still applies. However, you will have to pay a proportion of the course fee which we will base on the total price of the course and the period of the course from the start date to the date of cancellation.
 - If your course has started and ended during the cancellation period, then your legal right to cancel will not apply
27. If you decide to cancel your course outside of the relevant cancellation period and you are unable to transfer your booking to another date at the time of cancellation, the following charges will apply:

Calendar days' notice before the start date of the course	Refund applicable
29 calendar days or more	Full refund will be issued minus deposit.
Between 15 to 28 calendar days	50% refund minus deposit will be refunded providing the full course fee has been paid. If the course fee has not been paid, 50% of the course fee must be settled. The deposit payment will not be refunded.
Between 1 and 14 calendar days	Full payment of the course fee is due. No refund will be given.
Failure to attend	Treated as late cancellation and no refund given. Full payment is due if payment has not already been made.

All cancellation or transfer requests must be submitted in writing and received by HWA prior to the course commencing.

Cancellations by HWA:

28. On occasions for unforeseen circumstances HWA may find it necessary to cancel a course. In such circumstances you will be given as much notice as possible and the offer of a free transfer to another date, or a full refund of fees paid. We accept liability for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence.

Code of Conduct:

29. You must adhere to the high standards reasonably expected by HWA and conduct themselves in a befitting manner, at all times including when at the HWA training centre, whilst driving HWA supplied vehicles, when visiting locations and other establishments for or on behalf of HWA. Any unacceptable behaviour could result in you being terminated from the course with immediate effect, without refund. No alcohol may be consumed during any class time or during exercises. No drugs are to be consumed at any time.

Fire & Emergency:

30. For face-to-face delivery of courses and in the interest of your own safety you should check where the locations of the fire alarms are in relation to your whereabouts. **ALL FIRE ALARMS MUST BE CONSIDERED AS EVIDENCE OF A FIRE AND YOU SHOULD ACT ACCORDINGLY UNTIL YOU ARE INFORMED TO THE CONTRARY.** In the event that you hear the fire alarm you must make your way to the assembly point, which will be stated on each course, dependant on training location.

Wi-Fi:

31. For HWA virtual delivery course, it is the responsibility of the student to ensure that he/she has adequate bandwidth in which to access and follow the course. Please note that we have no responsibility for, or control over, the internet services you access and do not guarantee that any services are error or virus free.

Complaints & Appeals:

32. If there is a problem during provision of the services, you must report it in the first instance to the course instructor. If it remains unresolved then the issue should be reported immediately to the Head of Training – Steve Pearce on Steve.p@horizonwestafrica.org so all efforts can be made to resolve the problem. In the event that the problem cannot be resolved you must notify HWA in writing giving full details within 28 days of the end of provision of the services. Failure to serve notice of the complaint in accordance with the above will preclude you from being entitled to any further action against HWA. A copy of our Complaints & Appeals policy can be made available upon request.

Liability:

33. None of the exclusions and limitations in our Terms and Conditions are intended to limit any rights which you may have under statute nor in any way to exclude or limit liability you for personal injury or death resulting from HWA's negligence or that of its employees or for any liability incurred as a result of fraud or fraudulent misrepresentation by HWA.
34. By agreeing to the Terms and Conditions you acknowledge that you are engaging in activities that involves a level of risk. These risks include (but are not limited to) physical injury or even death. By engaging in the activities provided by HWA you agree to assume these risks and agree to release and discharge HWA and its directors, employees, subcontractors and agents from any direct, indirect or consequential loss or damage and all and any claims, actions, proceedings, liabilities and costs arising from, or in any way connected with, the activities.
35. For the avoidance of doubt HWA and any of its employees or contractors, will not be liable for any loss or damage to any personal property or vehicle belonging to the student during provision of the services, this also includes any fixed penalty notices such as parking, speeding or other traffic related fines.

Media:

36. HWA has the right to take pictures and recordings all students during activities and services. By agreeing to these Terms and Conditions you accept that all rights whatsoever in connection will be owned solely by HWA and further accept and agree that any recordings may be used by HWA at its absolute discretion in any manner including but not limited to its website, promotional material and advertisements.

Privacy Policy:

37. Any data collected during the course of this booking will be stored on our computer(s) for the purpose of course materials and certificates. Such data will only be collected, processed and held in accordance with HWA's rights and obligations arising under the provisions and principles of The EU General Data Protection Regulation (GDPR).
38. We may from time to time contact you about promotions and offers.

Law and Jurisdiction:

39. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England, United Kingdom.
40. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England, United Kingdom.