



# TERMS AND CONDITIONS

## Introduction

These **Terms and Conditions** together with any order acknowledgment or Letter of Engagement make up the **Agreement** between The Training Cabin Ltd. and you.

**Please read this information carefully as it is legally binding.**

The Training Cabin Ltd. is a company incorporated in England under company registration number 12274322

## 1. Using our Services

You must be 18 years or older to use the services of The Training Cabin Ltd. When you enter into a contract and pay a deposit, you are agreeing to the Terms and Conditions of this Agreement and also any specific Terms and Conditions notified to you.

For courses booked on behalf of a person under 18 years of age, we require a signature from a person over 18 authorising booking and use of our services

We will only send correspondence about the service/s booked or requested to the person or business that booked the service/s unless we agree otherwise.

It is your responsibility to check the details of services booked and your contact details are correct and to notify us of any errors or alterations as soon as you are aware and in any case within 3 days of receipt.

We may refuse to accept a request for our services if we deem it to be inappropriate or if we feel we cannot supply the service requested or as requested.

## 2. Deposits

If we require a deposit or payment on account to secure a booking, we will not commence delivery of the services until we have received the deposit and we cannot be held liable for lost revenue or any other loss or damage suffered by you due to unpaid deposits or payments on account. Payment of a deposit or payment on account will indicate acceptance of these Terms and Conditions and any other specific terms and conditions notified to you prior to payment.

In cases of cancellation prior to delivery or full delivery of service/s we accept no liability for any costs incurred by you, including revenue loss, as a consequence of cancellation.

Our deposits against courses or training packages that you book and do not undertake are non-refundable unless we agree expressly to reschedule a course and transfer the deposit payment to the rescheduled course. We are only able to do this subject to availability and if notified within a reasonable time. Cancellation or non-attendance deposit refunds are at our sole discretion.

## 3. Confirmation

Once we accept a booking and/or issue an order acknowledgement or Letter of Engagement, a contract will exist between you and us.

## 4. Balance and Payment

The person or business booking the service remains liable for payment of the total amount due. The total amount due will be payable within 14 days of issue of invoice or if booked within 14 days of service delivery, at the time of booking by card or by card at commencement of the course unless we have agreed a different payment date or formula with you.

Late payments may incur a late payment charge of 2% of the invoice amount up to a maximum of £100. Non-payment of any or all the amount due to us will render your services booking void and all or any monies received forfeit and no refund will be made. An account may be considered for 'non-payment' when two reminders to pay have not been settled and in any case if the amount due remains unpaid within two weeks of the payment demand. We will not commence or re-commence any work for you until payment is received in full.

We reserve the right to enforce non-payment of an account or invoice through all and any legal channels available to us.

## **5. Payments**

We accept payment by BACS, Internet banking or debit card. We process card payments using Square. Our card payment receipts are electronic and require a valid email address to be provided. It is your responsibility to provide a valid email address that you have access to.

## **6. Prices and Pricing Policy**

Advertised prices are subject to change at our discretion. However, once a Letter of Engagement or order acknowledgment is issued the cost of your service or package will not change. Our prices are not subject to VAT.

**Special offer prices**, if available, are limited in time, number and duration and subject to availability - they cannot be used in conjunction with any other offer.

## **7. Booking Alterations – By You**

Any alterations made to your contract for services after the order acknowledgment has been issued, which are not due to an error by us, will cause a new quotation to be arranged and may incur a cost change and administration charge. The adding on of any additional services will not be deemed as an alteration and will not attract an administration charge but may cause a new quotation to be arranged and a change in costing. Details of altered arrangements or contracts for services will be confirmed in writing by either issuance of a new order acknowledgment or Letter of Engagement or by email.

## **8. Booking Alterations - By Us**

Our Services are subject to availability. Services may be booked many weeks in advance or on an ongoing basis. Therefore, we may need to alter your booking sometimes; we will only make alterations when absolutely necessary and will notify you of such. No compensation, refund or cancellation will be made for 'minor alterations'. Minor alterations can be, but are not limited to, small changes to service delivery not giving rise to major consequences or unavailability of services on days previously available unless your contract has a 'time is of the essence' clause.

If we make 'major alteration' to your booking we will notify you as soon as possible and you may choose to accept the change or cancel the service contract. If you choose to cancel, a full refund of any payments will be made unless service/s have already been delivered. When service/s have already been delivered, payment for these service/s will still be due, however no payment will be due on unfulfilled or undelivered services. If you booked a 'service package' from us and the major alteration renders the whole package useless, then we will void future payments and cancel the contract unless an alternative arrangement can be agreed by both parties to this Agreement. Major alterations are alterations that significantly alter the substance of the service contract we were going to provide and can be, but are not limited to, missed deadline that was previously noted in a 'time is of the essence' clause.

## **9. Cancellation by You**

You must notify us in writing if you wish to cancel your contract with us. The cancellation date will be the date we receive the written notification. We can only accept cancellation from the party named on

the contract except in exceptional circumstances.

The following cancellation charges apply to services **subject to full payment for all time, services and packages already delivered:**

- (i) In cases of cancellation more than 60 days prior to commencement of service we agree to refund in total any monies received **except the deposit or payment on account**, which is non-refundable upon cancellation by you.
- (ii) In cases of cancellation less than 59 days but not more than 30 days we agree to refund 50% of any monies received **except the deposit or payment on account**, which is non-refundable upon cancellation by you.
- (iii) In cases of cancellation less than 29 days but not more than 15 days we agree to refund 20% of any monies received **except the deposit or payment on account**, which is non-refundable upon cancellation by you.
- (iv) In cases of cancellation less than 14 days we agree to refund 0% of the monies received.

**NOTE:** We may, at our discretion, agree to transfer monies or a percentage of monies on your account in cases of cancellation more than 60 days prior to commencement of service/s to another service contract between you and us provided that you are the service recipient on that new contract and upon production of evidence showing extenuating or extremely special circumstances. Our decision is final and no correspondence will be entered into. Depending on the reason for your cancellation the charges may be claimable under the terms of your business insurance. We will provide documentation required to assist any insurance claim so long as the request is reasonable.

Any refunds due from us will be confirmed by email along with confirmation of method of payment.

## 10. Cancellation by Us

**10(a) Non-payment** - We may cancel your contract if the balance remains unpaid for 2 weeks after demand for payment.

**10(b) Behaviour** - We may terminate the contract between us if we deem a service user's behaviour to be unreasonable or otherwise inappropriate whilst engaged in a contract for services provided by us. In cases of such termination no refund will be given. Evidence of our reasons will be documented.

**10(c) 'Force Majeure'** - We cannot accept liability for cancellations made by us due to 'force majeure' when we as a supplier of the service/s in question could not with all due care reasonably foresee or avoid the event. We will notify you of such instance and take what steps we can reasonably to mitigate its effect. Whilst 'force majeure' is operating we may suspend, terminate or suspend and terminate our Agreement whichever is most appropriate.

For cancellations made by us except those at 10(a) or (b) above, you may choose to

- (i) accept an alternative service provided by us **or**
- (ii) purchase another service from us

## 11. Insurance

We have professional indemnity insurance in place to insure us for the service we provide. For further information of our policy and in case of claim, contact us at [admin@thetrainingcabin.com](mailto:admin@thetrainingcabin.com)

## 12. Complaints

All or any complaints regarding our services must be sent to us in writing and are subject to the following conditions:

- (i) Any complaint must, where practicable, be communicated to us at the time or shortly after the cause of complaint to allow us, if appropriate, to remedy the complaint.
- (ii) Any complaint arising and not communicated to us at the time must be made in writing within 14 days or as soon as practicable. Any or all evidence supporting your claim must

- be included with your written complaint.
- (iii) Failure to comply with any or all terms of Clause 12, 12(i) or 12(ii) may hinder your complaint and could result in your complaint not being dealt with.

All written complaints received will be dealt with according to substance of the claim and in any case a written response will be made to you within 28 days of receipt.

Written complaints should be addressed to 'The business owner' via email to [admin@thetrainingcabin.com](mailto:admin@thetrainingcabin.com)

### **13. Liabilities**

We only accept liability for loss or damage, including personal injury or death, caused or suffered as a direct result of our act, omission or negligence. Our liability shall be limited to the full value of your contract plus a maximum of 100% of its value except in cases of fraudulent misrepresentation or personal injury or death as Statute dictates.

### **14. Obligations**

**14(i)** We will have in place sufficient and appropriate insurance to meet our obligations.

**14(ii)** We will provide to you services as described in your contract and/or Letter of Engagement except when subject to Clauses 9 & 10

### **15. Restrictions**

Only the named person or business detailed on the contract and/or order acknowledgment and/or Letter of Engagement is permitted to receive services under the contract. Assignment is strictly prohibited.

Failure to comply with any or all of the terms of Clause 1 or 12 may render you liable for any loss or damage caused or suffered and may invalidate any claim you consider you may have against us.

### **16. Website Use, Description and Literature Accuracy**

#### **16 (i) Website Use – Reasonable Use Policy**

We consent to your reasonable use of our website and for lawful purposes only. By using our website, you agree to our terms of service, that is, you agree **not to**:

- (a) Abuse, harass, threaten, impersonate or intimidate any person or body corporate;
- (b) Post, transmit, or cause to be posted or transmitted, any content that is libelous, defamatory, obscene, offensive, profane or that breaches any copyright or intellectual property laws;
- (c) Communicate with [thetrainingcabin.com](http://thetrainingcabin.com), its agents or representatives in an abusive, inappropriate, offensive or improper manner;
- (d) Use our website or Content for any purpose (including viewing, posting or using) that is not permitted under the laws of the jurisdiction in which you are situated when you use the service;
- (e) Post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account or private information of any [virtuallyassisted.org.uk](http://virtuallyassisted.org.uk) user including its representatives and agents;
- (f) Post or cause to be posted any copyrighted content that does not belong to you or for which you do not have appropriate consent unless you are commenting on visual content in Blogs, where you may post such content subject to providing appropriate attribution to the copyright owner and a link to the source of the Content

**Our Reasonable Use Policy extends to our social media platforms and any other platforms created or used by [thetrainingcabin.com](http://thetrainingcabin.com) that we may use at any time or from time to time. We may terminate a user's account or access to our website, mobile app, social media platforms, in case of abuse or suspected abuse at our sole discretion.**

## **16 (ii) Links to Other Websites**

We are not responsible for any third party websites that link to our website or social media platforms and it remains your responsibility to agree, or disagree, to any third party website Terms of Use, Cookie Policy, Privacy Policy or Terms or Conditions. We are not responsible for and do not give implied agreement to any Content, opinion, expression or comment that a third party website that links to ours may make, hold or express.

## **16 (iii) Website Description and Literature Accuracy**

- (a) Although every effort is made to ensure that all or any descriptions contained in our website, brochures, adverts, emails or flyers are accurate, we publish information as available to us, which from time to time may change. We will endeavour to correct any inaccuracy as soon as we learn of it, however you may have seen the information prior to our correction. In cases such as these, we accept no liability for any disappointment or loss caused.
- (b) We will provide to you, services as described on your contract and/or Letter of Engagement and indicate to you any errors or omissions in published media known to us at the time of booking if appropriate.
- (c) The information held on our website in relation to services we offer is solely for descriptive purposes.
- (d) The services we advertise are subject to availability.

Please refer to your contract and / or Letter of Engagement for detailed descriptions of your requested services.

## **16(iv) Intellectual Property and Copyright Infringement**

- (a) The contents, brand The Training Cabin Ltd. and logo and other visual media remain our property and as such is copyrighted
- (b) Should any Content be posted, created or otherwise shared with or to our website or social media platforms by a user that is found to be a copyright infringement, we will respond to any Cease and Desist or Takedown Notice received and remove the Content without need to contact the poster

## **16 (v) Online Booking - Distance Selling**

Some of our services are available to book online via our website or Facebook page

### **For services booked by customer online:**

- i)** A description of the service is included in the service advertisement and full details of the service can be found on our website
- ii)** The price advertised is inclusive of taxes
- iii)** We accept payment by card or bank transfer
- iv)** The date of the service delivery is either advertised at the time of booking or arranged and agreed by the purchaser and service provider
- v)** The contract to provide the service(s) booked will be from the point of receipt of booking confirmation until service delivery. The contract will terminate upon delivery of the service(s)
- vi)** Unless expressly agreed otherwise, payment for the service(s) booked will be prior to delivery. If not billed before delivery, a bill will be generated the day after service delivery
- vii)** The service booking can be cancelled within 14 days of online booking unless the service delivery date is reached or the delivery has already occurred, in which case the customer can cancel anytime between the date of booking and the date of service delivery if booking and delivery are within less than 14 days.
- viii)** The right to cancel ceases after 14 days from booking or on the scheduled delivery date

- ix)** Cancellation may be made by email to [info@thetrainingcabin.com](mailto:info@thetrainingcabin.com) or via our website. Cancellation is effective upon our acknowledgement
- x)** Our services are delivered in English language only
- xi)** Our online training sessions use Zoom as a delivery platform, customers will need to download a version of the software to facilitate service use, the free version of the software is sufficient. Information on how to join our online training sessions and accessing the session is provided after booking and payment
- xii)** A copy of our Terms and Conditions is available to download from our website or alternatively you can request a copy via email

**For services booked online and paid for at time of booking:**

- i)** Some services bookable online must be paid for at time of booking. These services have a 'Book Now' button and how to pay is included in the booking process
- ii)** A description of the service is included in the service advertisement and further details of the service can be found on our website
- iii)** The price advertised is inclusive of taxes
- iv)** We accept payment by card or ApplePay for instant payment services booked online. It is a condition of our online booking process that you are the cardholder or have permission of the cardholder prior to making an online payment
- v)** The date of service delivery is advertised at the time of booking
- vi)** The contract to provide the service(s) booked will be from the moment the service is booked online and online payment made. The contract will terminate upon delivery of the service(s)
- vii)** The booking process requires a customer to provide their name, a contact email address and telephone number and to make a secure online payment via our website. An email confirming the booking will be sent automatically.
- viii)** Changes to the booking information provided may be made by contacting us on [contact@thetrainingcabin.com](mailto:contact@thetrainingcabin.com), by calling our office on 01670 618 711 or by logging into the customer login area if this facility was setup during the booking process
- ix)** We use Square to process payments.
- x)** Our services are only available in English language
- xi)** Our online training sessions use Zoom as a delivery platform, customers who have booked an online training session will need to download a version of the software to facilitate service use, the free version of the software is sufficient. Information on how to join our online training sessions and accessing the session is provided after booking and payment
- xii)** Our email address is [info@thetrainingcabin.com](mailto:info@thetrainingcabin.com)
- xiii)** A copy of our Terms and Conditions is available to download from our website or alternatively you can request a copy via email

**17. Bespoke Business Services or Packages**

Whilst we welcome the opportunity to tailor-make a business service for you, there may be some requests that we are unable to provide and we cannot be held liable for any disappointment or loss suffered as a result of such requests that we have not had prior notification of or expressly agreed to.

Bespoke services must be indicated prior to engagement and in any case before entering into a contract with us. We reserve the right to refuse any service request we feel we may not be able to undertake due to particularly onerous or unreasonable requirements.

**18. Time Sensitive Services and 'Time is of the Essence' Clauses**

If the service or services you require have a specific deadline or date for completion, you must indicate this to us at the time of booking the service/s. We will only accept time sensitive contracts if we feel, with all due diligence, we can complete within the time frame specified. Events that are not reasonably foreseeable or outside of our control and that frustrate the agreed deadline will not make us liable for the time failure. We only accept liability for loss or damage caused or suffered when we

are directly responsible as a result of our negligence or fraudulent mis-statement.

## **19. Availability of Third Party Services or Facilities**

Other facilities, platforms, activities or services that are operated by third parties may make decisions with regard to availability, maintenance, breakdown and capacity without notification or consultation with us, may cause failure or delay to our service to you. We are not always aware of these decisions and are not always informed however in cases when we are aware or notified, we will pass the information on to you if we deem it to have substantial impact on your contract. We cannot be held liable for disappointment or loss incurred as a result of such facilities, platforms, services or activities being out of service, temporarily suspended or removed.

## **20. Data Protection, Privacy Policy & Cookies**

The Training Cabin Ltd. complies with GDPR and treats your personal information with the highest degree of confidentiality and security. We use your details to enable us to answer enquiries by telephone or email. We will only send out mail shots or special offers by email to those who have subscribed to this service. You may unsubscribe and request your details be removed from our subscription list or database at any time. We will comply with your request. Our website uses cookies for better navigation and to improve the website. You can change your cookie settings at any time. You can view our cookie policy via the link on our website.

We will never sell your details nor pass them on without your express permission to any third parties except when properly required to do so by UK/European government or security services.

## **21. Jurisdiction**

The law applicable to this Agreement is the Law of England and Wales and the parties agree to elect the courts within this jurisdiction to have sole right to adjudicate on any dispute arising.

## **22. Third Party Rights – Privity of Contract**

This Agreement does not create any third party rights or remedies other than those expressly permitted by this Agreement and a person who is not party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party that exists, or is available, apart from that Act.

## **23. Definitions**

**'You' 'Your' 'Yours' 'Client'** means the person or business making the booking

**'Us' 'We' 'Our'** means The Training Cabin Ltd. and any employees or agents thereof.

**'Non-payment'** means the final balance remains outstanding two weeks after the due date and we have not expressly agreed to this.

**'Late payment'** means the balance has not been settled by the due date

**'Force Majeure'** means any unforeseen event outside of our control and shall include, but is not limited to, flood, fire, riot, war, threat of war, strike, extreme weather or extreme economic difficulties.

In this Agreement the singular includes the plural the masculine includes the feminine and vice versa.

