

FutureTrain Ltd is a progressive training organisation providing mandatory training to a range of organisations. We provide a range of First Aid, health and safety, Mental Health and

Fire Safety qualifications through NUCO and Qualifications Network.

- 1). These Terms and Conditions are the standard terms for the provision of services by FutureTrain Ltd, a Limited Company registered in England under number 14620467 whose registered address and main trading address is 12 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Trainer” means an awarding body, regulated trainer of FutureTrain Ltd

“Purchaser” Means the business or person booking the course

“Contract” means the contract for the provision of Services,

“Deposit” means an advance payment made to Us to secure your booking

“Onsite” Means training provided at your premises;

“Price” means the price payable for the Services;

“Services” means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation)

“Order” means your order for the Services

“Order Confirmation” means Our acceptance and confirmation of your Order.

“We/Us/Our” means FutureTrain Ltd, a Limited Company registered in England under number 14620467 whose registered address and main trading address is 12 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax, or other means.

- 2). Information About Us

FutureTrain Ltd, a Limited Company registered in England under number 14620467 whose registered address and main trading address is 12 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

We are regulated by Qualifications Network UK and First Aid Awards Ltd.

- 3). Services

Courses will be sold as advertised and will conform to the required descriptions and laid out by the awarding organisation, and the website. Each customer must ensure they are purchasing the right training course for their business or organisation. We reserve the right to withdraw or amend services at any time.

- 4). Supply & Eligibility

- a). FT will attempt to provide the selected training courses and services agreed with the purchaser and if any changes occur, FT will immediately inform the purchaser. FT does not accept any liability for the consequences of any changes to the course dates or any delays with course timings. Wherever possible, FT will provide as much prior notice as possible to minimise impact on the purchaser.
 - b). It is the purchaser’s responsibility to ensure each delegate is capable, fit and well to undertake the chosen training course or activity. If any student requires additional support, the purchaser should notify FT immediately. There are no guarantees that every delegate will pass the course selected.
 - c). If a student arrives late for a course or is absent from any session, FT and the trainer reserves the right to refuse to accept the student for training. In all such cases, the full course fee remains payable.
- 5). The Contract
- a). A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing via email.

Course Cancellation Policy and Fees

- a). All Orders for Services made by you will be subject to full Terms and Conditions.
- b). You may change your Order or the date of your Order at any time before We begin providing the Services by contacting Us. If your Order or date is changed, we will inform you of any change to the Price in writing.
- c). You may cancel your Order no less than 14 days prior to the course start date for 100% full refund if applicable. Refunded payments will be released within 7 days of receiving the order cancellation. If you wish to cancel your Order between 7 to 14 days, you will forfeit reimbursement of 50% of your invoice and any cancellations within 7 days will result in the full course fee being charged as per the cancellation policy. This does not affect your statutory rights. If you request that your Order be cancelled, you must confirm this via email to hello@future-train.co.uk
- d). We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have made any payments to (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

Cancellation rights in light of any epidemic, pandemic, or other notifiable disease (including but not limited to covid-19)

The provisions of this clause shall have effect at all times during which the provisions have effect under this Agreement. If a training course is cancelled due to COVID-19 in the workplace, there will be no cancellation fee for the client to pay providing the client rebooks the course within 30 days of the initial cancellation (providing the course fee has been paid at the time of the original booking). If the course has not been paid in full, these cancellations terms do not apply and standard cancellation fees will apply.

The rebooked course date can be booked up to 6 months after the original cancellation date. Course dates affected by COVID-19 cancellations can be moved and rebooked no more than 2 times before the full course fee becomes due, upon which no refunds will be provided.

Either party has the right to cancel the training course where they become aware of a breach of any code of conduct or failure to comply with the Preventative Requirements or by reason of any national, regional, or local lockdown imposed by the UK Government or any regional or local authority. If this is the case, no cancellation charges or fees will apply.

If you request that your order be cancelled, you must confirm this via email to contactus@infinitelearning.co.uk.

7). Price and Payment

- a). A contract will be formed when We notify our acceptance of the Order. You agree to be invoiced via email shortly after booking. The invoice is payable no later than 14 days after the invoice date. If courses are booked within 14 days of the course date you agree to pay in full on receipt of the invoice.
- b). If your course is more than 14 days from the booking date, please advise the office upon booking if you would like to be initially invoiced for a 30% deposit only. You then agree for the remaining balance to be paid at least 14 days prior to the course date.
- c). Failure to abide by these terms can result in Us cancelling the course or retaining the course certificates, invalidating your training until payment is received.
- d). We accept the following methods of payment:
 - BACS transfer as detailed on the invoice
 - Card payment over the phone via Stripe
- e). If you do not make payment to Us by the due date as shown in/on booking confirmation form, we may charge you interest on the overdue sum at the rate of 3% per annum above the base lending rate of Barclays Banks Plc from time to time. Interest will

accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

8). Providing the Services

- a). As required by law, we will provide the Services with reasonable skill and care, consistent with best practices and standards in the training sector, and in accordance with any information provided by Us about the Services and about Us.
- b). We will begin providing the Services on the date confirmed in Our Order Confirmation.
- c). We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs.
- d). In certain circumstances, for example where We encounter a technical problem, we may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, we will inform you in advance in writing before suspending the Services.
- f). If you do not pay Us for the Services as required, we may suspend the Services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect Our right to charge you interest.

9). Substituting Candidates

- a). If a candidate needs to be substituted onto a course or the number of delegates changes after the booking has been finalised, the purchaser will acknowledge that the additional service price may reflect these changes.

10). Non- attendance & late attendance

- a). If you do not attend a course or refuse our trainer access and you have not previously informed us in writing as per the terms of the contract the full course fee remains payable.
- b). If you arrive late for a course or are absent from any session, we reserve the right to refuse to accept you for training, the full course fee remains payable.

11). Unforeseen circumstances

- a). On occasion unforeseen circumstances may require FT to cancel a course. For example, if a trainer is taken ill or has had an accident on the way to the training. In such circumstances you will be given as much notice as possible and either a free transfer to another course or a full refund will be given.
- b). On occasion where a course must be cancelled by FT the booking is made on the understanding by the customer that FT cannot be held responsible for any costs incurred by the customer as a result of FT cancelling the course and therefore the customer accepts that FT cannot compensate the customer in any way for any expenses whatsoever as a result of the said cancellation.
- d). We may cancel your Order for the Services before the Services begin.
- e). Once We have begun providing the Services, we may cancel the Services and the Contract at any time by giving you immediate notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment.

13). Events Outside of Our Control (Force Majeure).

- a). We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, local or national lock downs, natural disaster, or any other event that is beyond Our reasonable control.

- b). If any event described here occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - (i). We will inform you as soon as is reasonably possible.
 - (ii). Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly.
 - (iii). We will inform you when the event outside of Our control is over and provide details of any new dates, times, or availability of Services as necessary.
 - (iv). If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice.
 - (v). If the event outside of Our control continues for more than 2 weeks, we will cancel the Contract in accordance with Our right to cancel and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.
- 14). Data Protection
 - a). Please see our General Data Protection Policy and our privacy policy.
- 15). How We Use Your Personal Information (Data Protection).
 - a). All personal information that We may collect (including, but not limited to, your name and address) will be collected, used, and held in accordance with the provisions of the General Data Protection Regulations 2018 and your rights under these regulations.
 - b). We may use your personal information to:
 - (i). Provide Our Services to you.
 - (ii). Process your payment for the Services.
 - (iii). Inform you of new products and services available from Us if you have expressly opted in to receive such information.
- (iv). We will not pass on your personal information to any other third parties without first obtaining your express permission.