168 Course Booking Agreement

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any Courses from the Site.

2 SITE AVAILABILITY AND ABOUT YOU

2 The Site is only intended for use by people resident in the UK. We do not accept bookings from individuals outside of the UK.

2 By making a booking through the Site you confirm that:

- 2 you are at least eighteen (18) years old;
- 2 you accept our Learning Agreement and Learner Code of Conduct; and
- 2 you have not previously been asked to leave a 168 course.

3 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3 Your booking constitutes a request to us to reserve a place for you on a Course with a specific start date (Course Commencement Date). All bookings are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email confirming that a place has been reserved for you on the Course. The contract between us (Contract) will only be formed when we send you the Course Confirmation.

3 The Contract will relate only to those Courses for which we have provided a Course Confirmation and the value of the Contract will be the sum of the tuition fee (if applicable) and the accreditation fee (if applicable)(Course Fee).

4 INSTALMENT POLICY AND INSTALMENT FEE

4.1 For courses of 30 or more guided learning hours (Long Courses), you may choose at the time you make your booking either to pay the Course Fee in full or to ask to pay by instalments. If you ask to pay by instalments, your booking will be processed off-line because such requests are subject to the approval of the Regional Office administering your Course.

4.2 The additional charge for payment by instalments (Instalment Fee) is 5% of the Course Fee subject to a maximum charge of £60.

0203 3977403
07777545555
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960 Capability Green
Luton
Beds
LU1 3PE

4.3 For Long Courses conducted over two (2) terms, the instalment option available is to pay the sum of the Course Fee and the Instalment Fee in two parts. One half (50%) is to be paid at time of booking, and the remaining half (50%) on the date one (1) month after the Course Commencement Date.

4.4 For Long Courses conducted over three (3) terms, the instalment option available is to pay the sum of the Course Fee and the Instalment Fee in three parts. One third (33.3%) is to be paid at time of booking, one third (33.3%) one (1) month after the Course Commencement Date, and the remaining third (33.4%) two (2) months after the Course Commencement Date.

4.5 If you choose to pay by instalments and then withdraw from the course, you will be responsible for paying us both the Course Fee and the Instalment Fee unless you cancel your booking within the period of eligibility for a refund. This is set out in our Cancellations Policy and our Refunds Policy.

4.6 If you request payment by instalments and the Regional Office organising your Course declines permission to pay by instalments, you must either pay the Course Fee in full or cancel your booking [without penalty] [within 5 working days of the date of the decision of the Regional Office organising the Course].

5 CANCELLATION OF COURSE BOOKING POLICY

5 You may cancel a Course booking at any time. To cancel a Course, you must inform us in writing.

5 If you cancel a Course within seven working days of receiving your Course Confirmation, you are eligible to receive a full refund from the Regional Office organising your Course, providing that the Course has not already started.

5 If your Course is scheduled to be delivered over three sessions or fewer, you will only be eligible for a refund of the Course Fee or Instalment Fee (if applicable) if you:

- 5 cancel the Course within seven working days of receiving the Course Confirmation or
- 5 cancel the Course, but the Course Commencement Date is seven or more working days after the booking date.

5 If your Course is scheduled to be delivered over more than three sessions, you may cancel the Course and request a full refund providing that your request to cancel is received by the Regional Office organising the Course up to and including the scheduled start time of the second session.

5 Cancellations in circumstances outside those described in clauses 5.2, 5.3 and 5.4 shall not be eligible for any refund.

5 Details of your rights to cancel, and an explanation of how to exercise them, are provided in the Course Confirmation. This provision does not affect your statutory rights.

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6 PRICE AND PAYMENT

- You will be responsible for paying us the Course Fee unless you cancel your booking within the period of eligibility for a refund as set out in our refund policy and our cancellation policy.
- If a Course Fee is due to us and either your Course is not eligible for payment by instalments, or the Regional Office organising the Course decides that you are not eligible to pay us by instalments, we will use the payment details you provided at the time of booking to process payment of the Course Fee.
- If a Course Fee is due to us and your Course is eligible for payment by instalments and you have requested payment by instalments at time of making your Course booking, then, subject to approval, the Regional Office that is responsible for delivery of your Course will be in touch with you to make arrangements for paying both the Course Fee and the Installment Fee by instalments.
- The Course Fee will be as quoted on the Site from time to time, except in cases of obvious error.
- Course Fees are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Course Confirmation.
- It is always possible that, despite our best efforts, some of the Courses listed on the Site may be incorrectly priced. We will normally verify prices as part of our Course Confirmation procedures so that, where the correct price for a Course is less than our stated price, we will charge the lower amount when sending the Course Confirmation to you. If the correct price for a Course is higher than the price stated on the Site, we will normally, at our discretion, either contact you for instructions before sending you a Course Confirmation, or reject your booking and notify you of such rejection.
- We are under no obligation to book you on a Course at the incorrect (lower) price, even after we have sent you a Course Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- Unless you are paying by installments (see 6.3), all payments for Courses must be made at the time you make your booking.
- Learners experiencing financial hardship may contact 168 organising a Course requesting further support and eligibility advice for Discretionary Learner Support.

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7 OUR REFUNDS POLICY

7 If we cancel a Course before the Course begins, or up to and including the second session, you will be eligible for a full refund of the Course Fee.

7 We will usually refund any money we receive from you within 30 days of receiving your cancellation request providing it is in accordance with the provisions for refund eligibility described in the Cancellation Policy. The refund will be made using the same method you originally used to make your booking.

7 If you cancel and you are ineligible for a refund and you are experiencing financial hardship and have exceptional circumstances, you may apply in writing to the 168 Training.

8 OUR LIABILITY

8 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to a refund of the Course Fee that you paid us.

8 Our liability shall not extend to loss of income, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or any indirect or consequential loss, damage or expense.

8 This clause does not limit in any way our liability resulting from any fraud or misrepresentation, or for death or personal injury caused by our negligence.

9 WRITTEN COMMUNICATIONS

9 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10 NOTICES

1 All notices given by you to us must be sent to the 168 Training, Boxmoor Hall, Hemel Hempstead, Herts HP1 1JR. We may give notice to you at either the email or postal address you provide to us when making a booking, or in any of the ways specified in clause 9 above. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

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11 TRANSFER OF RIGHTS AND OBLIGATIONS

1 The Contract between you and us is binding on you and us and on our respective successors and assigns.
1 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
1 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12 EVENTS OUTSIDE OUR CONTROL

1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

13 SEVERABILITY

1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14 PRIVACY

1 We process information about you in accordance with our privacy policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

15 ENTIRE AGREEMENT

1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
1 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

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16 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
1 You will be subject to the policies and terms and conditions in force at the time that you book Courses with us.

17 LAW AND JURISDICTION

1 Contracts for the purchase of Courses through the Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England.

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