

Course Title	Chris Toyn - PRIVATE LEARNERS	Number of Days	2
Course Date(s)	18/ 12/ 2018	Date Requested	12/ 12/ 2018
SPG Requestor	Chris Toyn (IT)	Company	PRIVATE LEARNERS

Company Address		Training Venue	
Contact Name:		Venue/Training Address: sheff	
Job Title		Site Contact: (if on clients site)	
Company Address:		Site Telephone:	
Telephone:		Email: (if on clients site)	
Email:		Start time:	
CITB Levy No: 141743		Parking for Trainer available?:	

Assessment Requirements				
Total number of employees requiring one or more qualifications:	Total number of assessments required	Full NVQs £700 each	Units £300 each	Total Cost £ + VAT
				£0.00
Totals			Totals	£0.00

Employer Declaration - Candidate Experience		
<p>I confirm on behalf of the company that we are aware that any NVQ's must be delivered in English, Welsh or Irish (Gaeilge). <b>Operatives must have a sufficient comprehension of these spoken languages before any part of their assessment commences. Interpreters and translators are not acceptable for any part of the qualification or assessment.</b> I understand that should the information provided not be correct the company will be liable to cover the full cost of the candidate's NVQ as per Clause 5:- Cancellation and Earlier Leaver Charges.</p>		
Signed:	Print Name:	Date:

**This Order is subject to the Construction Skills People Ltd's Terms and Conditions overleaf.  
YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF  
CLAUSE 5 (Cancellation Policy) AND CLAUSE 9 (limiting our liability to you)**

Total Cost (ex VAT) per booking	£0.00	Number of Delegates on the course	
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## Candidate 1 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 2 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 3 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 4 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 5 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 6 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 7 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 8 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 9 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 10 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 11 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

## Candidate 12 Details

First Name:		Last Name:	
D.O.B:		NI Number:	
Qualification		Occupation	
Length of Occupation:		Home Address:	
PAYE or CIS:		Site Location for next 2 weeks: (Postcode or region)	

### 1. DEFINITIONS:

“**Contract**” means the contract between Us and You for the provision of a training course in accordance with these Terms and Conditions;

“**Data Protection Legislation**” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK);

“**Grant**” means a grant provided by the Construction Industry Training Board (CITB) under the CITB grants scheme for employers in the construction industry to train their workers;

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Our, Us, We**” means The Construction Skills People Ltd, a company incorporated in England and Wales with company registration number 06616608 whose registered office is at Orchard Main Street, Countesthorpe, Leicester, LE8 5QX;

“**Order**” means the order placed using the booking form overleaf, or over the telephone, for the provision of Our training course(s);

“**Terms and Conditions**” means these terms and conditions as amended from time to time; and

“**You, Your**” means the customer placing the Order.

2. The Order overleaf constitutes an offer by You to purchase the training course in accordance with these Terms and Conditions and by submitting your Order You agree to accept and be bound by Our Terms and Conditions. Your Order shall only be deemed to be accepted when we issue written acceptance of Your Order at which point the Contract shall come into existence.

3. These Terms and Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 4. Booking

4.1. Booking a place on one of Our training courses is very simple. You can send Your request by email on Our Order to bookings@skillspeoplegroup.com or alternatively by phoning 01246 589437.

4.2. Once We receive an Order We will issue written acceptance. We will then raise an invoice and joining instructions. This is Our standard procedure for processing all Orders. The invoice will be sent out by email within 2-3 working days to the company address on the Order and the joining instructions up to 2 weeks prior to the course. If You fail to receive confirmation from Us within this time-frame, then the onus is on You to check that your booking has been a) received by Us and b) confirmed and accepted by Us.

4.3. Failure to attend the course at the time & location specified on the joining instructions may result in the full cost of the course being incurred (see clause 6 below).

5. All certificates and cards are sent by Royal Mail recorded delivery to the company address on the Order unless specified otherwise prior to the end date of the course. We do not charge delivery within the UK however, We cannot be held responsible for mailed items once they have left Our possession. If You fail to advise Us that You have not received Your delivery within 10 weeks of the end date of Your course, You will be fully charged for the cost of any replacement certificate provided.

### 6. Cancellations & Refund Policy

6.1. We operate the following cancellation policy for all course bookings. If You are not willing to abide by these cancellation terms then please do not sign the Order. If You want to cancel a course booking made pursuant to an Order, You will need to comply with the table below:

Cancellation written notice given before start date of course	Amount of course fees payable by You
21 days or more	0%* plus Administration charge (see clause 7.3)
15 to 21 days	50% of the course fees** plus the administration charge (see clause 7.3)
0 to 14 days	100% of the course fees***
Non attendance of course without prior notice	100% of the course fees***
*or 100% refund of charges given if already paid by You	
**or 50% refund of charges given if already paid by You	
*** no refund given if the course fees have already been paid by You	

6.2. In the unlikely event that a course is unable to accommodate a confirmed booking it may be necessary for Us to provide You with an alternative date and/or venue of an equal standard.

6.3. We shall use reasonable endeavours to meet any course dates specified in your Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the course.

6.4. If at any time We need to make changes that will significantly affect Your course or We need to cancel Your course, We will tell You as soon as possible, offering a suitable alternative or a refund. This does not apply to minor changes or events during Your course resulting from unusual or unforeseeable circumstances beyond Our control. We reserve the right to make changes to your course if necessary to comply with any applicable law or regulatory requirement, or if the change will not materially affect the nature or quality of the course.

6.5. We cannot be held responsible for cancelling Your booking as a result of Your failure to comply with any requirement of Our Terms & Conditions, and We cannot be held liable for any expenses, costs or losses incurred by You as a result of any change or cancellation made by Us.

6.6. Without affecting any other right or remedy available to Us, we may terminate the Contract by giving you 14 days written notice if We believe or have reason to believe that You are entering administration, liquidation, You suspend or cease to carry on a substantial part of Your business, Your organisation is being wound up, You fail to pay an amount under the Contract on the due date, or there is a change of control in Your organisation.

### 7. Changes to Bookings – more than 21 working days from the start of your course

7.1. Outside of 21 working days from the start of Your course date We are very flexible. You may contact Us at any time to request a change of course date, change the name of the attendee or even choose to change Your course type. We will be pleased to change Your booking, subject to availability and there is no charge for this.

7.2. If You know that You are not going to be able to make a date but want to keep Your options open, You can opt for a course credit note whereby You can make a choice at a later date.

7.3. You may also request a refund of any monies paid, up to 21 working days of the start of the course You have booked. Please note our administration and handling charge of £15 for processing customer refunds.

## 8. Late bookings

A 'late booking' is an Order that is made less than 14 working days before the due start date of a course. If You place an Order within this time frame, You do so on the understanding that should You wish to cancel the Order, change the Order, postpone the Order, or You do not attend the course for whatever reason You will still be liable for the full cost of Your booking.

## 9. Payment

9.1. All payments for training course Orders should be received by Us in full 30 days before the course start date unless You have an account and We have agreed otherwise in writing or the Order has been placed within 30 days of the course start date, whereby payment will be due immediately at the time of the Order. Time for payment shall be of the essence of the Contract.

9.2. We do not take provisional bookings.

9.3. Payment can be made by BACS, bank transfer or cheque but the onus is on You to ensure that We receive payment in good time by the due date to avoid any delay to Your receipt of joining instructions for Your chosen course.

9.4. All amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

## 10. Non-Payment

10.1. If, for whatever reason, Your payment is not received by Us by the due date, the Order still stands and payment remains outstanding. Please do not assume that if You have not paid, and subsequently do not attend the course then nothing is owed by You. This is not the case. Once You have made an Order against which We have acknowledged in writing and raised an invoice, then payment is still due in accordance with these Terms and Conditions.

10.2. Should You be late in making payment for a training course, without limiting any of Our other remedies, You shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% per year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.3. All amounts due under the Order shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 11. Postponement of training by Corporate bookings

In exceptional circumstances and at Our discretion, We may allow postponement and re-scheduling of an In-House course date by a corporate client (any corporate body which is not a private individual), provided at least 21 days' written notice is provided to Us. Postponed courses must be rearranged and the training delivered within 6 months of the originally booked training dates and payment must be received in full before the postponed course can be delivered.

## 12. Amendments to course content/materials

We reserve the right to make minor amendments to the course materials or content without notice.

## 13. CITB Approved Training Register & Grant Claims

13.1. If full delegate details are provided on the Order the CITB Approved Training Register will be updated in order that Your candidates training records are updated and the Grant claim submitted. Please note that where delegate details are not complete the CITB Register will not accept the grant application. For further details on how CITB will use the details provided please visit <https://www.citb.co.uk/utility-links/privacy-policy-cookies/>

13.2. We rely on the information You provide us to be complete and accurate in all respects and We will not accept liability where incorrect delegate details have been provided and/or where the Grant claim application is refused by CITB.

13.3. In the event You are applying for a Grant to support Your Order, You must submit Your Grant application to the CITB within 20 weeks of completion of the course. You will still remain responsible for full payment of the Order.

13.4. If You are applying for a Grant or we are applying for a Grant on your behalf, in the event that the Grant is denied, withheld or offset against other liabilities owed by you to the CITB, You will remain fully responsible for the full payment of the Order in accordance with the provisions of these Terms and Conditions.

## 14. Data Protection

14.1. We collect information when You register for a course or make an enquiry via email, phone or on the website.

We will not retain personal information for longer than is necessary. We may share the information you provide with tutors and 3rd parties so training can be provided, as well as awarding bodies to enable certification. We may wish to send you information about services we offer, but will only do this if You have opted into receive this information and You have the option to opt out at any time.

14.2. Should You have any questions or concerns about Our personal data policies or practices, You can contact Us by email: [quality@skillspeoplegroup.com](mailto:quality@skillspeoplegroup.com), Telephone: 01246 589459, or in writing: The Data Protection Officer, (Quality Team) Skills People Group, Unit 1 – The Bridge Business Centre, Beresford Way, Chesterfield. S41 9FG. For information about how We process and use personal data or view our policies in relation to data protection and data security, please visit <https://www.constructionskillspeople.com/documents/>.

## 15. Data Processing provisions

15.1. You and We will comply with all applicable requirements of the Data Protection Legislation. This Clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause 15, Applicable Laws means (for so long as and to the extent that they apply to Us) the law of the European Union, the law of any member state of the European Union and/or UK Law; and UK Law means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

15.2. You and We acknowledge that for the purposes of the Data Protection Legislation, You are the data controller and We are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

15.3. Without prejudice to the generality of Clause 15.1, You will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Us for the duration and purposes of the Contract.

15.4. Without prejudice to the generality of Clause 15.1, We shall, in relation to any Personal Data processed in connection with the performance by Us of our obligations under the Contract:

15.4.1. process that Personal Data only on Your written instructions unless We are required by Applicable Laws to otherwise process that Personal Data. For the purposes of this Contract Your instructions to Us are to process that Personal Data for the purpose of providing the training course(s) requested and/or to update the CITB Training register;

15.4.2. ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of Our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Us);

15.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

15.4.4. not transfer any Personal Data outside of the European Economic Area unless Your prior written consent has been obtained and the following conditions are fulfilled:

15.4.4.1. You or We have provided appropriate safeguards in relation to the transfer;

15.4.4.2. the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

15.4.4.3. We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

15.4.4.4. We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the Personal Data;

15.4.5. assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6. notify You without undue delay on becoming aware of a Personal Data breach affecting the Personal Data you have shared with Us;

15.4.7. at Your written direction, delete or return Personal Data and copies thereof to You on termination of the Contract unless required by Applicable Law to store the Personal Data.

15.5. You consent to Us appointing any group company or other subcontractor engaged by us in providing the training course(s) and/or other services to be performed under the Contract as a third-party processor of Personal Data under the Contract. We have or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 15.

### 16. Intellectual property rights

16.1. All Intellectual Property Rights in or arising out of or in connection with the training course(s) and the Contract (other than Intellectual Property Rights in any materials provided by You) shall be owned by Us.

16.2. We grant to You, or shall procure the direct grant to You of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use, but not copy or modify, the course materials for the purpose of receiving the benefit of the training course(s) for the delegate(s) for Your business.

16.3. You shall not sub-license, assign or otherwise transfer the rights granted in Clause 16.2.

16.4. You grant to Us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by You to Us for the term of the Contract for the purpose of providing the training course(s) to You.

### 17. Limitation of Our Liability

17.1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

17.1.1. death or personal injury caused by negligence;

17.1.2. fraud or fraudulent misrepresentation; and

17.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17.2. Subject to Clause 17.1, Our total liability to You shall not exceed the price of the training course(s) provided under the Contract. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

17.3. We warrant to you that the training course(s) and any other services to be provided by Us under the Contract will be provided with reasonable care and skill. In view of this commitment, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

17.4. This clause 17 shall survive termination or expiry of the Contract.

### 18. General

18.1. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of Our rights and obligations under the Contract.

18.2. The Contract constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and Us, whether written or oral, relating to its subject matter.

18.3. You acknowledge that in entering into the Contract You do not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. You agree that You shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

18.4. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by You or Us to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.




18.6. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### 19. Governing Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

### 20. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter for formation.

<b>I can confirm that all the delegates due to attend the above course have a substantial understanding of written and spoken English.</b>			
<b>I can confirm that all necessary appropriate consents and notices are in place to enable the lawful transfer of the personal data of the delegates to the Skills People Group for the duration and purposes of the Contract.</b>			
<b>I confirm that I have read clauses 1 to 20 and agree to the Terms and Conditions above.</b>			
<b>Purchase Order No:</b>		<b>Authorised Signature:</b>	
		<b>Job Title:</b>	