



NQA TRAINING TERMS AND CONDITIONS

Our mission is to ensure that you have a first class learning experience so that on completion, you walk away with the right skills, tools and professional development to improve the way you and your business work.

These terms and conditions relate to all NQA Training courses, although there are some minor differences which are highlighted between our NQA public training courses and our In-house courses.

All bookings must be made prior to the course commencing by signing the appropriate quote letter/ booking form or making a booking online at www.nqa.com. A booking is not confirmed until you receive confirmation from us.

1. DEFINITIONS

- 1.1. **E-learning Training Course** – a training course delivered solely online.
- 1.2. **Public Training course** – a training course which is held virtually or face to face. These courses will/may have delegates from different organisations attending and are subject to availability.
- 1.3. **In-house Training Course** – a training course which is delivered solely to a client at the client's premises, chosen location or virtually. This course is suitable for organisations that have typically 4 or more delegates attending the same course.

2. FEES

- 2.1. **All training fees listed are subject to VAT at the current rate.**
- 2.2. **Course fees include:**
 - A tutor for the duration of the course
 - Course overviews, key learning takeaways and any associated hand outs. Any materials that are produced or distributed to the delegates and client remain the intellectual property of NQA Training and duplication and distribution shall not be permitted without express permission from NQA
 - Where applicable, an end-of-course assessment will be undertaken
 - A certificate (see Certificates sub section)
 - **PUBLIC COURSES** – Lunch and refreshments will not be provided for virtual courses, however will be provided for public face to face courses.
 - **IN-HOUSE COURSES** - Lunch and refreshments will be the responsibility of the venue provider, and should also be provided for the tutor. (Course materials will be sent to the booking contact approximately 48 hours prior to the course). This is not applicable for virtual courses.

3. PAYMENT

- 3.1. Unless by prior agreement a cleared payment must be made before the course commences.
- 3.2. Bookings will not be considered as confirmed until payment has been cleared. Payment must be received at least 4 weeks prior to the arranged course start date.
- 3.3. **Payment options available:**
 - **By invoice:** An invoice can be sent to the specified invoice contact and payment is required by return. NQA Certification bank details will be displayed on the invoice so that a BACS payment can be made. Please forward:
 - **BACS remittance** advice by email to accountsuk@nqa.com
 - **By credit/debit card:** Please contact the NQA Accounts department on **0800 0522424**
 - **By cheque:** Cheques should be made payable to 'NQA Certification Ltd'

4. CERTIFICATES

- **E-Learning** – A digital certificate of training will be available to download following successful completion of the E-Learning course and passing the end of course exam (unlimited online resits).
- **NQA Courses** – A certificate of training will be sent to you after completion of the course.
- **CQI IRCA Courses** – A certificate will be sent to you on its successful completion of the course and exam. CQI IRCA courses have an exam which, if successfully completed the candidate (or you) will gain an CQI IRCA accredited certificate. Should the delegate not pass the exam then a re-sit will be required for which an additional fee will be payable by the client.

5. SPECIAL REQUIREMENTS

- 5.1. Every effort will be made to accommodate special requirements that have been notified in advance at the time of booking.
- 5.2. **Special requirements may include**
 - Special learning requirements
 - Disability requirements
 - Dietary requirements.
- 5.3. If you wish to discuss our requirements in more detail please call us at least 2 weeks prior to attendance.

6. COURSE DELIVERY

- 6.1. The tutor has the right to refuse entry to any delegate who fails to arrive at the correct venue, or to arrive to virtual training, or on the correct date or time, or who in their opinion is unfit to take the course, or whose conduct or behaviour is disruptive or found to be cheating.
- 6.2. The decision of the tutor on the suitability of the delegate to complete the course shall be final and binding.
- 6.3. Please note it is important that NQA is informed of the delegates due to sit the course in advance of the course. Individual delegates who are not known to NQA in advance of the course will not be permitted to attend the training. This is due to external bodies, such as IRCA, not permitting substitute delegates to sit a scheduled examination. We can arrange a future examination for an additional delegate which, will incur additional charges, such as an examination fee.

7. JOINING INSTRUCTIONS

- 7.1. Joining instructions including an outline of the day, venue details or virtual log in details, and tutor will be issued approximately 2 weeks before the course date.
- 7.2. If you have not received your joining instructions prior to the training course please email training@nqa.com.
- 7.3. NQA will not be held responsible for non-receipt of joining instructions and refunds will not be issued under such circumstances.

8. IN-HOUSE COURSE - WHAT IS EXPECTED OF ME?

- 8.1. The client is expected to arrange, at their expense, a suitable room for the training, screen and projector, organise lunch and refreshments for delegates and the tutor for the duration of the course. This is not applicable for the tutor for virtual courses.
- 8.2. It is the client's responsibility to ensure the training course and venue is suitable for their purpose, and that delegates are advised of the venue, date and time.
- 8.3. Should you wish to arrange an alternative date for your in-house course please contact the NQA Training Team. Cancellation fees will apply as per the below.

9. PUBLIC COURSES – COURSE TRANSFERS

- 9.1. There is no charge for transferring your booking to the same course on an alternative date provided you notify NQA in writing up to 21 working days before the start. Subject to availability.
- 9.2. A transfer fee of £100 +VAT will be payable if the notice is received less than 21 working days before the start of the original course.
- 9.3. No refund will be made in the event of a transfer.
- 9.4. No more than one transfer will be allowed.
- 9.5. Requests to transfer a course must be made in writing and can be sent by email to training@nqa.com.

10. CANCELLATIONS OR AMENDMENTS (IN-HOUSE AND PUBLIC COURSES)

10.1. Client Cancellation or Amendment

- 10.1.1. We will try to accommodate any changes in the training requested by the client.
- 10.1.2. Should the client wish to cancel or postpone a course they must notify the NQA training team immediately by calling 0800 0522424. This should then be followed up by written confirmation to the Training team by emailing training@nqa.com.
- 10.1.3. If notice of cancellation or postponement is made anytime up to 21 working days prior to the course, then you will receive a full refund less a cancellation fee of £100 +VAT.
- 10.1.4. If cancellation or postponement is made within 21 working days of the date, then the client will be charged a cancellation/postponement fee.
 - **PUBLIC** – The full fee will remain payable if you are unable to nominate a substitute attendee
 - **IN-HOUSE** - This fee will consist of all costs associated with the course (tutor fee for all days and expenses and room hire fee where applicable) plus a late administration fee of £150 +VAT
- 10.1.5. In the event that an individual named on the booking form cannot attend the course, we will accept substitution of another delegate but NQA must be notified of this at least 48 hours in advance.
- 10.1.6. Substitutions should be received by NQA at least 48 hours prior to the course start date.
- 10.1.7. An invitation letter can be provided by NQA for those participants as long as payment of the course fee has been received.
- 10.1.8. We reserve the right to charge for any developmental work and/or course administration that has already been undertaken.

10.2. Non-attendance

- 10.2.1. If you fail to attend the course on which you are booked and have not given prior notice to NQA then the course fee will remain payable in full and no transfer will be allowed.

10.3. NQA Cancellation

- 10.3.1. In any case where circumstances are beyond our control we reserve the right to cancel or postpone the course. Candidates will be notified immediately and an alternative date and/or venue will be given. Compensation will not be paid for any additional costs incurred.

10.3.2. We reserve the right to:

- 10.3.3. Cancel the course if fees are not paid on time.
- 10.3.4. Withhold certificates in the event of late payment.
- 10.3.5. Alter the course tutor in exceptional circumstances without prior notice.
- 10.3.6. Cancel a course at any time without liability - in this circumstance, you will be offered an alternative date or a full refund.

11. LIMITATION OF LIABILITY

- 11.1. Section 11 of these terms and conditions set out the entire financial liability of NQA and its affiliates (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of: a) any breach of these Regulations however arising; b) any services or any part of them provided by NQA under the terms of these Regulations; and c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Representations.
- 11.2. Nothing in this agreement shall limit or exclude the liability of either party: a) for death or personal injury resulting from negligence; or b) for fraud or fraudulent misrepresentation; or c) for breach of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 11.3. Without prejudice to regulation 11.2 above, NQA's total liability arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to an amount equal to the fees payable to NQA under the terms of these Regulations.
- 11.4. NQA shall not, under any circumstances whatever, be liable whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or special, indirect or consequential damage or loss, suffered by an applicant or registered company that arises under or in connection with these Regulations or the services provided by NQA in connection with these Regulations.
- 11.5. NQA is unable to offer refunds for cancellations arising from events outside of its control including adverse weather conditions, flooding or industrial action.
- 11.6. NQA does not accept responsibility for anyone acting as a result of information or views expressed on its training courses including course material. Opinions expressed are those of individual tutors and not necessarily those of NQA.

NQA Certification Limited

NQA is a division of NQA Certification Limited
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