

# Course Booking Terms & Conditions

## Definitions

**"The Client"** shall mean the person, firm, company or organisation by which the Purchase Order is issued.

**"The Authority" and "The NPIA"** shall mean the National Policing Improvement Agency.

**"The Delegate"** shall mean the person attending an NPIA training Course.

**"The Purchase Order"** shall mean the Purchase Order placed by the Client with the Authority for the supply of the Goods and/or Services.

**"Goods and/or Services"** includes all Goods and/or Services to be supplied and delivered by the Authority under the Purchase Order and includes any labels, instructions or handbooks relating to the Goods and/or Services.

**"Delivery"** shall mean the supply of all Goods and/or the Completion of all Services described on the Purchase Order.

**"Contract"** shall mean the Contract between the Client and Authority consisting of the Course Details, the Course Booking Terms and Conditions and the General Terms and Conditions, but not any terms and conditions, other than these Terms and Conditions, incorporated in or referred to in the Purchase Order and/or Acceptance.

**"Completion" and "Completed"** shall mean the Completion of any quantity or part of the Delivery (Goods and/or Services) according to the Purchase Order or any schedule attached including the Acceptance of the Goods and/or Services by the Client.

**"Acceptance" and "Accept"** shall mean the Acceptance by the Client that the Goods and/or Services have been delivered and/or performed to his reasonable satisfaction.

**"The Price"** shall mean the sum stated in the Course Portfolio for the supply of the Goods and/or Completion of the Services, or the sum calculated in accordance with any schedule attached to the Course details together with such additions or deductions as may be allowed under these terms and conditions.

**"Course"** shall mean the training Course provided by the Authority and booked by the Client in accordance with these terms and conditions.

**"Course Portfolio"** means the NPIA Course prospectus.

**"Location"** means the venue at which the Course is to be held, further details of which are set out in on the NPIA website or such other Location deemed appropriate by the NPIA.

**"Date for Delivery"** shall mean the Date for Delivery specified in the Course Details.

## General

These terms & conditions will form part of the Course confirmation together with the standard 'NPIA General Terms and Conditions' and any other specific terms stated in the Course Booking. Nothing within these 'Course Booking Terms and Conditions' shall supersede any terms and conditions set out in the 'NPIA General Terms and Conditions' or otherwise agreed as part of an established Framework Agreement or other such written Contract issued by the Authority to the Client.

## Variation

Neither the Client nor the Authority shall be bound by any variation or waiver of, or addition to, these terms and conditions except as agreed by both parties in writing and signed on

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their behalf. These terms and conditions also supersede any written or verbal communication between the parties.

## **Bookings and Confirmation**

Bookings by the Client must be requested on the official NPIA Course Booking Form, bookings by telephone or email will not be accepted. A commitment will be required from the Client in the form of a valid Purchase Order (PO) number/reference information or up-front payment. This applies even if no charge is levied for attendance but where cancellation fees may apply. Once the Booking Form is received and processed, the booking will be confirmed by the Authority in writing. The Client is then liable for the Course fee or the cancellation fee. Confirmed bookings which are withdrawn or transferred without suitable substitution being made shall be subject to the cancellation policy below. The number of Delegates and their names must be given at the time of booking. Joining information will be sent out once the booking is confirmed. The Authority will take provisional bookings but will incur no liability in respect of them. Either party may cancel provisional bookings. The Authority reserves the right to release the Course place if the confirmation is not received in writing from the Client by the date specified. If other enquiries are received for the same dates the Authority may contact the Client earlier for confirmation.

## **Pre-requisites**

The Client shall ensure that its Delegates have attained any pre-requisite standards, as set out in the Course literature, prior to attending the Course. The Authority reserves the right to refuse access to the Course at any time at its sole discretion if it appears to the Authority that a Delegate has not attained the pre-requisite standards for the Course in question.

## **Substitutes**

Where applicable, the Authority will accept a substitute Delegate from the Client providing the Delegate meets the Course criteria (including the completion of necessary pre-Course work or other Course requirements), have an identified training need and also have the relevant experience and/or qualifications needed for the Course. In order for the substitute to be accepted, the NPIA Course contact (as advised on the joining instructions or booking confirmation) must be informed in writing not later than 09:00am on the last working day prior to the Course start date, or the date when pre-requisite material is to be issued, whichever is earlier. This is in order to make changes to accommodation bookings and security arrangements.

## **Driving of NPIA Vehicles**

Where required as part of the Course, Delegates will be allowed to drive NPIA vehicles once they have provided a driver authorisation form, signed by an officer of the rank of Superintendent or above, or the equivalent grade. Blank driver authorisation forms will be provided with relevant pre-Course literature.

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## **Location**

The Authority reserves the right to run Courses at a Location other than the one specified. If this situation arises the Client and/or Delegate will be informed as soon as is practicably possible under the circumstances.

## **Accommodation and Travel Costs**

When accommodation is included in a Course, the Authority will endeavour to locate all Delegates on-site but reserves the right at its sole discretion to accommodate them off-site. Where Delegates are accommodated off-site, the Authority will provide transport or cover the cost of transport from the accommodation to the Course Location. All other transport costs for Delegates will remain the responsibility of the Client. As such, any taxi costs or other fares will be met by the individual and not the Authority.

## **Price**

Some Courses are chargeable to some or all Clients. The Client will be notified of any Charge at the time of booking and this will be confirmed in writing and clearly marked on the Course Booking Form. Prices are clearly marked in the Course Portfolio. The Authority reserves the right to alter Course Prices from those published. Any relevant duties or taxes including VAT will be added to the Course Price at the prevailing rate on the invoice.

## **Payment**

For non-NPIA Clients, and where relevant, the Authority shall be entitled to submit an invoice for the Course as soon as the booking has been accepted. Clients will be invoiced directly by the Authority which shall include the relevant Purchase Order reference. Payment shall be made by the Client within 30 days of receipt of a correctly completed invoice after the satisfactory Delivery and Acceptance of Goods and/or Completion of Services. The Authority (or the relevant training provider) reserves the right to issue invoices for advance payment. Where this has been specified payment must be submitted with the booking form. Payment by bank transfer, with all charges paid by the Client, will be preferred but will be accepted by guaranteed personal or corporate cheque and only in pounds sterling. Cheques should be crossed a/c payee only and made payable to the NPIA (or the relevant training provider.) For all NPIA Clients final costs will be notified by email following the Completion of the Course. Any queries must be raised with the NPIA Course contact within 4 weeks of the date of the notification, and these will be investigated to ensure an early resolution. If no queries are raised within the 4 week period, the final costs will be deemed to be accepted and will be automatically cross charged to the Client's cost centre.

## **Cancellations**

Whether or not a Charge is to be levied for a Course, cancellation fees will apply once the Authority has confirmed the booking. If the Client has to cancel a place on a Course, a cancellation fee will apply according to the cancellation notice period given by the Client and the Price of the Course. Where the charged Price is zero the cancellation fee will be based on the Price charged to non-Home Office forces and other external NPIA Clients. Notice of

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cancellation by the Client must be made by letter or email stating the reason for the cancellation. If the Client advises the Authority of a cancellation or postponement more than 40 working days before the planned start date, no cancellation fee will apply. After this date, the following sliding scale of charges will be applied:

- Within 39-20 working days of the Course or exam start date = 25% of Course fee.
- Within 19-10 working days of the Course or exam start date = 50% of Course fee.
- Within 9-5 working days of the Course or exam start date = 75% of Course fee.
- Less than 5 working days of the Course or exam start date, on the start date itself or after the start date = 100%
- If a Delegate fails to attend a Course or complete an exam, and the Client has failed to notify the Authority in writing, the Client will be charged the full fee for the Course.

If the Client makes a booking within the cancellation periods specified above the cancellation fees still apply. It is not the intention of the Authority to profit from unavoidable late cancellations and there may be circumstances under which a cancellation fee may not be levied. This is at the discretion of the Authority and each case will be considered on its own merits and in accordance with the NPIA Billing and Cancellation Policy.

## **Force Majeure**

Where circumstances beyond its reasonable control force the Authority (or relevant training provider) to partially suspend or cancel a Course, liability will be limited to a refund of any payment paid for that particular Course. The Authority will not be liable for any consequential loss or costs incurred by the Client, although it will endeavour to offer alternative dates.

## **Special Requirements**

If any Delegate considers they have special requirements, the NPIA will try to meet those requirements as far as is practicable. If a Delegate has a listed disability as defined in the Disability Discrimination Act 1995 (as amended) then reasonable adjustments will be made in accordance with the provisions of that Act. In either of these circumstances the Delegate should discuss their requirements with the NPIA Course contact in the first instance.

## **Equal Opportunities**

The Authority has obligations as an employer, provider of training and a public authority under equalities legislation. The Clients' Delegates will be expected to abide by the NPIA Equal Opportunities Policy (copies of which are available on request) at all times while at the Course and any behaviour which is deemed by the Authority in its sole discretion to be a breach of that policy will result in that Delegate immediately being removed from the Course and the behaviour in question being reported to the Client.

## **Right to Dismiss**

The Authority reserves the right, at its sole discretion, to send back to the Client any Delegate from any NPIA site on grounds of misconduct or inappropriate behaviour or upon failure of any mandatory section of any Course.

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## **Health & Safety**

Each Delegate will be expected to abide by the NPIA's Health & Safety Policy (copies of which are available on request) at all times while at the site. Any behaviour which is deemed by the Authority in its sole discretion to be a breach of that policy will result in the Delegate immediately being removed from the Course and the behaviour in question being reported to the Client.

## **Security**

All Delegates must be able to provide identification to gain access to the site which will be requested by security upon arrival. Failure to bring ID may result in delay or refusal of access to the site and the Delegate may then forfeit their place on the Course and be charged full Price. Badges will be issued to all Delegates and must be worn prominently at all times on all NPIA sites. The Authority reserves the right to refuse access to any Delegate who does not comply with the security procedures in place at the relevant Location.

## **Insurance**

The Client shall indemnify and keep indemnified the Authority, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Authority or its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the Client or Client Personnel.

## **Equipment and Belongings**

The NPIA will not accept liability for loss of any of the Client's or Delegate's equipment or other belongings. Delegates are responsible for the care of such items and should ensure these are secured adequately when left unattended. Delegates are responsible for the safe keeping and appropriate use of items loaned to them. Damage caused by inappropriate use or loss of loaned items will be charged to the Delegate.

## **Confidentiality and Data Security**

Delegates must respect the security classification of any materials viewed or received whilst on the Course, ensuring they treat, handle and store them as required by the Government Protective Marking Scheme. Any personal data received by the Authority from the Client or the Delegate will be processed and stored in accordance with current Data Protection Legislation.

## **Copyright**

The Authority retains its intellectual property rights to all of its materials, documents and software, none of which may be reproduced, modified, amended, stored in any retrieval system or transmitted, in any form or by any means, otherwise than for the purposes of the Course for which its use was intended, without the prior written permission of the Authority.