

1.1 Why you should read them

Please read these terms and conditions carefully and make sure you understand them. They set out the obligations (the 'terms') between you and Opportunity Learning Academy. The terms explain what happens once you have booked a course, how to make payment, how you and we may change or end the contract, what to do if there is a problem and other important information. The terms are only available in English.

1.2 You should retain a copy of these terms for future reference.

1.3 What these terms cover.

These terms cover the provision of all training courses that we organise.

1.4 Who we are

Opportunity Learning Academy provide a training centre that offers an environment where learners can receive courses and assessments that are conducted safely, to the awarding bodies standards and are free from malpractice and corruption. The Academy and the work it produces will be internally verified by a competent person and externally verified by the awarding bodies (where required) to ensure that it meet their standards.

The Academy will be run by the Learning and Training Manager who will ensure that the Academy meets the criteria set by the awarding bodies (where required) and that the policies and procedures are carried out correctly, reviewed and monitored accordingly.

The main purpose of the Academy is to compliment Caremark by training and assessing its employees. The business will also offer external training and assessment to external parties.

The Academy will also deliver internal training where possible and source external training needs to meet business, employees and external learner's needs.

The Academy will train all employees in procedure and policies to enable it meets its commitment to quality assurance.

Our address is Unit A5, Westwood Business Centre, Continental Approach, Margate, Kent.
CT9 4JG

1.5 How to contact us

You may contact us by telephoning our training department on 01843 808919, by writing to us at the address or by emailing the Academy Principal at Michelle.Friday@opportunitylearningacademy.com

1.6 How we may contact you

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time you made your booking.

1.7 'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

2. Our contract with you

2.1 How we will accept your booking

Any description, advertisement, documentation issued by us and any description contained on the website or any catalogues relating to the event are issued and published for the sole purpose of giving you a general idea of the event, its content and objectives. Subject to any obvious error, the description and price of the event will be as quoted on the website at the date your booking is made. All payments under these terms shall be in UK pounds sterling.

2.2 Upon submitting a booking for a place or places on an event, you will be given confirmation of our acceptance of your order (a 'booking confirmation')

2.3 A booking confirmation or attendance at the event (where the booking confirmation has not been received prior to the event) brings into existence a legally binding contract based on these terms between you and us

3. Price and payment

3.1 Payment

You must purchase the event(s) by paying the appropriate fees as set out on the website. Payment can be made in the following ways:

(a) online by credit or debit card using the emerchantpay system at the time of booking

(b) by BACS using the following details:

- sort code 52-30-23
- account number 34819959

3.2 Unless you are booking an event online, an invoice for payment of the appropriate fees shall be sent to the address you provide (whether a physical address or an email address) at the time of booking and it is your responsibility to ensure the address provided is correct.

3.3 You are required to ensure that any invoice is paid within 30 days of the date on the invoice.

3.4 Attendance at the event before we receive payment will form a legally binding contract in accordance with clause 2.3.

3.5 Non-payment

Where you do not pay the appropriate fees in accordance with this Clause 3 or Clause 6.1(b) ii) this will constitute a breach of this contract and, without prejudice to Clause 3.6, we may refuse you and your delegates entry to the event.

3.6 We may take legal action in order to recover any outstanding fees.

3.7 Without prejudice to Clause 3.6, we may refuse or cancel future bookings where payments for an event under these terms remain outstanding.

3.8 What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the events we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the event's correct price at your order date is less than our stated price at your order date, we will charge the lower amount.

If the event's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel your place on the event.

3.9 We will pass on changes in the rate of VAT. Where VAT is payable, if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

4.1 Changes to the event

We reserve the right to change venues (within the same town) and substitute trainers and consultants at our discretion.

5. Cancellation, transfer or postponement

5.1 You can cancel or transfer your booking in the following circumstances:

(a) where you are a consumer, you have the right to cancel within 14 days of receiving the booking confirmation (the 'cancellation period'). Where you have given consent to the event taking place within the cancellation period, you will lose your right to cancel your booking on the event

(b) you have the right to transfer to another event providing you give us at least 14 days notice; however, we cannot guarantee availability on your replacement event - where we agree to the transfer:

- i) your original acceptance of these terms and conditions will also transfer
- ii) if the appropriate fees for the replacement event are less than the event you originally booked, we will refund the difference in accordance with clause 5.iii) if the appropriate fees for the replacement event are more than the event you originally booked, we will send a revised invoice for payment to the address which you will provide when making the request to transfer (whether a physical address or an email address); you should pay the invoice in accordance with Clause 3.1 (a), (b) or (c)

(c) outside of the cancellation period detailed in clause 6.1 (a) you have the right to cancel your event booking up to 14 days before the date of the event and refunds will be made in accordance with clause 5.4

(d) you have the right to cancel your event booking where there is a change in venue made pursuant to Clause 4.1

(e) where you or other delegates are unable to attend, substitute delegates can be accepted at no cost. You should notify the Customer Services Team as soon as possible by contacting us using the details provided in clause 1.5

5.2 You may only cancel your event booking in writing using the details provided in clause 1.5 When contacting us, please provide your name, address, details of the order, phone number and email address.

5.3 Your rights if we cancel an event

(a) Wherever possible, we will contact you in advance to tell you we will be cancelling an event, unless an emergency requires us to cancel the event on the day.

(b) We reserve the right to cancel or postpone events if there are insufficient delegate numbers to ensure a high-quality training experience or if a trainer is ill.

(c) In the event that we cancel or postpone an event, we will offer you a place on the next available event. Alternatively, you may ask for a refund which shall be made in accordance with Clause 5.4

5.4 How we will refund you

(a) Where an event is cancelled pursuant to 5.1(a), (c) or (d) and in accordance with Clause 5.2 you shall be entitled to a refund of the fees for that event within 14 days beginning with the day on which we agree that you are entitled to a refund.

(b) Where an event is cancelled pursuant to Clause 5.3(c) we will refund your fees for the event but not any other expenses (for example; hotel or rail fares). Your refund of event fees will be paid within 14 days beginning with the day on which we agree that you are entitled to a refund.

(c) Where you transfer to a replacement event pursuant to clause 5.1(b) and the fee is less than the original event, we will refund the difference as soon as possible but in any event within 14 days beginning with the day on which we agree that you are entitled to a refund.

6. If there is a problem or you have a complaint

6.1 How to tell us about problems

If you have any questions or complaints about the booking process or an event, please contact us using the details in clause 1.5