

Summary of Terms and Conditions

If you have any questions relating to these terms and conditions, please contact our Training Administration Team by phone on 01283 505777, between Monday to Friday 9:00 – 17:00, excluding bank and public holidays in England and Wales or send an email to info@arca.org.uk

We advise you to print off and keep a copy of these terms and conditions for your records. These terms and conditions do not affect your statutory rights.

- 'ARCA' means Asbestos Removal Contractors Association (ARCA).
- 'ATaC' means Asbestos Testing and Consultancy (ATaC).
- 'Booking(s)' means the Training course, Qualification, Competency Assessment, Seminar, Programme or any other event provided by ARCA/ATaC.
- 'Booker(s)' means the individual or company representative completing the booking form to notify ARCA/ATaC of the candidate(s) attending the Booking(s) and to whom the confirmation of Booking(s) is sent to. This individual also has the authority to complete a Booking form on behalf of the candidate(s) and/or company.
- 'Booking Form' means the ARCA/ATaC booking form.
- 'Booking Fee(s)' means the cost of the Booking(s) and can include other costs related to fees that are payable to external bodies for candidate numbers, exam, registration numbers etc
- 'Candidate(s)' means the individual(s) attending the Booking(s).
- 'VAT' means UK value added tax.
- 'Assessor(s)' means the individual(s) assessing a Candidate(s) on behalf of ARCA/ATaC.

Bookings

No Booking(s) is/are accepted without a fully completed booking form and must include a signature. Booking Forms can be returned electronically, where the Booker is unable to obtain a signature, then printing the Bookers name into the signatory box will be confirmation of acceptance of these Terms and Conditions.

By completing the ARCA/ATaC Booking Form you confirm that the company or in the case of an individual representing themselves, will cover the cost of the Booking(s).

It is the responsibility of the Booker(s) to provide purchase order numbers where their company requires them to be provided.

Booking(s) confirmation and joining instructions

We will issue full joining instructions to the Booker(s), for Candidate(s) attending the Booking(s), which includes information regarding the start time of the Booking(s). If the Booker(s) does not receive the joining instructions, it is their responsibility to contact us either by phone (01283 505777) or email (info@arca.org.uk) to arrange for them to be re-sent.

Failure to attend the Booking(s) due to not receiving joining instructions will result in the full cost of the Booking(s) being charged. It is the responsibility of the Booker(s) to ensure that the Candidate(s) is fully briefed and made aware of these instructions and all Booking(s) requirements before attending the Booking(s).

All information provided is given in good faith and ARCA/ATaC will not be held responsible for actions taken by the Candidate(s), any other individual or organisation as a result of the information provided during the Booking(s).

Telephone Booking(s) will be cancelled if a completed Booking Form is not received within 24 hours of a booking being taken.

Payment terms

Please note that we do not accept payment(s) in any currency other than UK pounds sterling.

You will not be eligible to attend the Booking(s) until full payment is received.

If payment is not made prior to the candidate(s) attending the Booking(s) ARCA/ATaC reserves the right to refuse admission until payment has been made in full.

for ARCA/ATaC Members:

Our 'standard credit terms' for ARCA/ATaC members will be on 30 day terms from the date of commencement of start date of the Booking(s).

We reserve the right to withhold certificates until full payment has been cleared.

For Booking(s) payments can be made in the following ways:

- Credit or debit card;
- Direct bank transfer to the 'ARCA Ltd' bank account, details of which are available through the Training Administration Team;
- Cheques by post made payable to 'ARCA Ltd';
- If you are a 'Full Contracting Member' of ARCA, using any subscription training credits that you have available.

for Non-Members:

Our 'standard payment term' is that payment is made at the time of booking unless otherwise stated. Non-members do not have standard credit terms with ARCA/ATaC.

We reserve the right to withhold certificates until full payment has been cleared.

For Booking(s) payments can be made in the following ways:

- Credit or debit card;
- Direct bank transfer to the 'ARCA Ltd' bank account, details of which are available through the training administration team;
- Cheques by post made payable to 'ARCA Ltd';

Cancellations / Transfers / Substitutions / Refunds

Notice given prior to course date	Cancellations	Transfers
More than 10 working days before the Booking(s) start date.	We shall credit you the full Booking Fee (less any fees that are payable to external bodies for candidate numbers, exam, registration numbers etc.). Cancellation requests shall be made by completing a 'Cancellation / transfer request form' either emailed, faxed or posted to the ARCA office.	Candidate(s) can be transferred once without incurring a charge, provided that we receive this request at least 10 working days before the booking start date. Transfer requests shall be made by completing a 'Cancellation / transfer request form' either emailed, faxed or posted to the ARCA office.
Between 10 and 5 working days before the Booking(s) start date.	We shall refund you 50% of the Booking Fee (less any fees that are payable to external bodies for candidate numbers, exam, registration numbers etc.). Cancellation requests shall be made by completing a 'Cancellation / transfer request form' either emailed, faxed or posted to the ARCA office.	Candidate(s) can be transferred once and will incur an additional £50 charge of the course fee. Transfer requests shall be made by completing a 'Cancellation / transfer request form' either emailed, faxed or posted to the ARCA office.
Less than 5 working days before the Booking(s) start date.	No refund shall be made. Cancellation requests shall be made by completing a 'Cancellation / transfer request form' either emailed, faxed or posted to the ARCA office.	Candidate(s) can be transferred once and will incur an additional £75 charge of the course fee. Transfer requests shall be made by completing a 'Cancellation / transfer request form' either emailed, faxed or posted to the ARCA office.
Booking(s) made less than 10 working days before Booking(s) start date.	Booking(s) cancelled after this date will be subject to the same cancellation process based upon the notification period stated above.	Candidate(s) will not be able to make a transfer, except in the event of illness and you provide us with a medical certificate.
Non-attendance on Booking(s) start date.	If Candidate(s) do not attend a Booking(s), the full course fee remains payable.	Transfers are not available.
Substitution of Candidate(s).	Substitutions will be accepted provided that the request is received before the Booking(s) start date either by phone (01283 505777) or email info@arca.org.uk to the Training Administration Team. However, there may be a additional fees that are payable to external bodies for substitute Candidate(s) numbers, exam, registration numbers etc.	Transfers are not available.
Late arrivals / missed sessions.	If Candidate(s) arrive late for a Booking(s) or are absent from any part of the Booking(s), we reserve the right to refuse to accept Candidate(s), if we feel you will gain insufficient knowledge or skill in the time remaining. In all such cases, the full Booking Fee remains payable.	Transfers are not available.

Description and Booking Fee(s)

Although we make every effort to ensure the fees listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the Booking(s) that you have booked prior to confirmation of your Booking(s), we will tell you and give you the option of either reconfirming your Booking(s) at the correct Booking Fee or cancelling your Booking(s). In this instance, if we are unable to contact you or we receive no reply from you your Booking(s) will be cancelled. ARCA/ATaC reserves the right to change Booking Fees listed without notice. ARCA/ATaC also reserves the right to refuse to supply to any individual or company.

All Booking Fees are subject to the current VAT (valid exemptions only).

Attendance

Candidate(s) must attend and complete all aspects of the Booking(s) to qualify for certification. The full cost of the course will be charged for candidate(s) who arrive late or are absent from all or part of the course. This applies even if they are refused admittance due to lateness.

Meeting the needs of candidate(s)

To enable us to ensure that all Candidate(s) are treated fairly and their requirements are fully met, you must advise us in advance of any special requirements that your Candidate(s) need in order to enable them to participate fully in the Booking(s).

Please note that we do not provide any specialist equipment and/or personnel such as signers or translators; however, these can be sourced at your own cost.

It is the employer's responsibility to ensure that Candidate(s) are free from any condition which would affect their capability to undertake their chosen Booking(s), and that they have the aptitude to cope with any intensive period of study on the Booking(s). We welcome Candidate(s) with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace.

ARCA would welcome in advance, for setup purposes, notification of any assistance that a Candidate(s) is likely to need during the running of the Booking(s).

If it is felt that the Candidate(s) doesn't meet the learning outcomes of the Booking(s) and is referred, they will be given a Training Needs Analysis assessment. Any further training over and above that provided on the Booking(s) may be charged for.

Attendance by a Candidate(s) on a Booking(s) does not, on its own, imply or confer competency in a candidate.

Additional Booking(s) Requirements placed upon ARCA/ATaC by External Awarding Bodies

Additional Booking(s) requirements that are placed upon ARCA/ATaC, when delivering Training Courses, Qualifications, Assessments and other programmes by external Awarding Bodies will be stated in the scheme information within each Training Course, Qualifications, Assessment and other programmes, before or after completion of the Training Courses, Qualifications, Assessments and other programmes.

These additional requirements placed upon ARCA/ATaC will be in conjunction with these Terms and Conditions.

Unforeseen circumstances

We shall not be liable to you for any delay or for the consequences of any delay in performing our obligations under this Agreement if such delay is due to any cause or circumstance beyond our reasonable control (including, without limitation, strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident).

Limitation of liability

Except in respect of death or personal injury caused by our negligence, we shall not be liable by reason of any representation (unless fraudulent) or implied warranty condition or other term, or any duty at common law or under the express terms of this agreement, for any loss of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation. Our entire liability to you under or in connection with this agreement and the provision of the Booking(s) shall not exceed the sum of twice the contract value. Nothing in this paragraph is intended to exclude any liability on our part for fraud.

Intellectual Property

Each party confirms that it owns, or has all necessary rights in the use of, all intellectual property in relation to the Services and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with, the originating party, unless otherwise agreed in writing between the authorised representatives of ARCA/ATaC and the Booker.

Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur as a result of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the other party.

Data Protection Act 1998

We take appropriate physical, electronic and managerial measures to ensure that we keep your information secure, accurate and up to date, and that we only keep it as is reasonable and necessary. We will not, without your consent, supply your name and addresses to any [other] third parties except where;

- (a) such transfer is a necessary part of the activities that we undertake, or
- (b) we are required to do so by operation of law.

The information may also be used for marketing purposes and you may be contacted by telephone or e-mail with details of future similar events and courses organised or promoted by us which may be of interest to you.

We will not send marketing communication to any individual or organisations who have requested that their details are not used for such purposes.

As an individual, you have a right under the Data Protection Act 1998 to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact our Training Administration Team on 01283 505777 or info@arca.org.uk.

Complaints

If you have any complaint about any of the services we provide, you should contact our Training Administration Team in writing via info@arca.org.uk and we will try and resolve it as soon as possible.

If you want to have your details removed from our marketing mailing lists, or to change your marketing preferences, please email info@arca.org.uk.