

## Terms and Conditions of Training

### Terms and Conditions

These terms and conditions apply to anyone using our website, Virtual Learning Environment (VLE) and booking and participating in training with us. You should familiarise yourself with these terms and conditions before booking. We recommend that you download and save a copy of these Terms for future reference.

Should you refuse any of these terms and conditions you will not be able to complete your booking with us. If you do undertake CPD training with us it is assumed, you have read and agreed to these terms and conditions.

### 1. About us

- 1.1. This website is operated by the Janus-CPD limited with registered office at 22 Eldon Business Park, Eldon Road, Attenborough Beeston, Notts., United Kingdom, NG9 6DZ. Our company is registered in England and Wales with company number 15305373.
- 1.2. You can contact us via the 'Contact' tab on the [www.janus-cpd.co.uk](http://www.janus-cpd.co.uk) website by email to: [info@janus-cpd.co.uk](mailto:info@janus-cpd.co.uk) or by telephone: 01159 243 994 (option 10).

### 2. Training offered by Janus-CPD

- 2.1 All our courses are owned solely by the company. You are not under any circumstances permitted to distribute, copy, or use any of the training materials contained within a course for any other purposes than for private study.
- 2.2 We do not allow the reselling of our courses unless a separate agreement is in place, you therefore agree not to sell on any part or whole course available from Janus CPD.
- 2.3 Although we strive to ensure our training is fully up-to-date and error free, there may be some errors or inaccuracies contained within materials. Any errors that may be present do not affect any terms set out in this agreement.
- 2.4 We strive to ensure that your user experience is clear and seamless. For this reason, our marketing materials are closely aligned to the look and feel of our courses, however, there may be some differences in these. Slight variations in style may be present.

### 3. Your responsibilities

- 3.1 Anyone using the website or VLE to book and participate in training and access materials must have the right to use the account which is used to make a purchase.
- 3.2 When purchasing on behalf of a company, you must have the right to place orders on behalf of the business.
- 3.3 It is your responsibility to check the information of training including what is covered and any certification. If you are unsure, then please get in touch with us.
- 3.4 No refund can be issued outside the stated refund period due to a lack of knowledge of the course and it is your responsibility to ensure the course you choose meets your individual needs.
- 3.5 All data and declarations provided by you to us must be correct to the best of your knowledge.

3.6 You agree to ensure your work is carried out by you and nobody else and that the correct name is placed on your account and certificate.

3.7 You agree to attend all specified in-person workshops and arrive promptly at the scheduled start time.

3.8 You will refrain from using any audio or visual recording equipment during workshops in-person or online, unless agreed with the training facilitator.

3.9 You will comply with our health and safety rules as notified to you if you attend training in person.

## 4. Late Applications

4.1 If you submit your application or booking to undertake training with us on an in-person training workshop, course, or event less than 14 days prior to commencement, you waive your statutory right to cancel with a full refund.

## 5. Delivery

5.1. All of our courses are delivered, in -person or online via our Virtual Learning Environment (VLE).

5.2. Upon booking CPD training, an account will be created for you and you will be asked to assign a password. You can then log into your account to access your course page and any resources.

5.3. If you experience any issues with this process, then it is your responsibility to contact us directly via [admin@janus-cpd.co.uk](mailto:admin@janus-cpd.co.uk)

5.4. Delivery is deemed to be completed once you have an account with access to your course page and/or have attended all required face to face workshops and completed all required assignments.

5.5. At times you may not be able to access your course due to unforeseen circumstances or website maintenance. You agree that this does not affect your other rights as outlined in this document.

## 6. Payment

6.1. Payment can be made via a booking form using Bank transfer (BACS).

6.2. Your order receipt will be created after purchase and a copy will be emailed to you for your records.

6.3. Payment by invoice is available only with prior consent from a representative of the company. All invoices have 30-day terms, and we reserve the right to charge interest on invoices unpaid after this period.

## 7 Fees and Payment

7.1 For all Short Courses and workshops:

7.1.1 when submitting your Application or booking form you agree to pay the Fees due in respect of your chosen training as set out on our Website and/or marketing.

7.1.2 Fees are payable in £pounds on the date of booking unless otherwise stipulated.

7.1.3 If you do not pay the Fees at the time of your online booking or application, or as otherwise set out in these Terms and Conditions, you will not be entitled to start your chosen training.

7.1.4 Fees can be paid by bank transfer payment. You will need to request our bank details for the purpose of paying the Fees this way. Please ensure you retain a transaction reference number in case there are any problems with your payment.

7.1.5 We may accept payment by your employer or other organisation by prior agreement with us before you apply or book training. You will need to organise this with us in advance. You are required to have secured the written agreement of your employer to pay the Fees before we will accept your booking.

7.1.6 If your employer or another organisation is paying the Fees on your behalf in accordance and wishes to be invoiced by Janus-CPD, please ask them to have an appropriate officer write to us on their headed paper or by company email and send a purchase order with your Application for the full amount of the Fees payable, or the amount they are paying and the amount you are paying.

7.1.7 Please note that in the case of Late Applications (as detailed in Clause 4) it may not be possible to accept any alternative payment methods.

## **8. Refunds and cancellations**

8.1. You have the right to cancel your booking for a full refund within 14 days of fee payment. This is in accordance with the Consumer Agreements (Information, Cancellation and Additional Charges) Regulations 2013. To cancel simply send an email with your booking or enrolment details to [admin@janus-cpd.co.uk](mailto:admin@janus-cpd.co.uk).

8.2. No refund requests will be accepted once this 14-day period has passed, unless in exceptional circumstances (see clause 8a).

8.3. Cancellation requests may be accepted over the phone, but you must also send your request in writing via email.

8.4. Once a cancellation request is accepted, we will provide you with a refund as soon as practicable and we will coordinate with you to make a return BACS payment to your nominated account.

8.5. If purchasing multiple courses for multiple students, the same 14-day refund period applies even if some of the students have not accessed the course.

### **8a. Circumstances under which a refund or compensation may be considered:**

1. Janus CPD is unable to provide an advertised training to which students have been recruited and paid deposits or fees.
2. In the event of discontinuance or fundamental changes to a programme we will give you reasonable notice and you will be entitled to withdraw from your programme by telling us in writing. In these circumstances we will refund any fees or deposits already paid.
3. In the event of discontinuance or fundamental changes when you have commenced training, in the first instance we will make arrangements for you to complete your programme and exceptionally such arrangements may include enabling you to complete this elsewhere.
4. In the event of changes to the location of training which means students can no longer access the course a refund of tuition fees or deposits already paid will be made. Compensation for maintenance costs or time spent training will not be covered.
5. In the event that Janus CPD has overcharged a student or assessed their fees incorrectly the difference will be refunded.

6. In the event Janus CPD recommends transfer to a training with lower fees the difference may be refunded.
7. In exceptional circumstances, where application is made for a refund based upon extenuating circumstances, for example illness with terminal diagnosis or where participants would be unable to complete training. In this case the participant would remain liable for registration, administration fees and fees for workshops already attended. Partial refund for unattended workshops only may be considered. In all cases of withdrawal due to extenuating circumstances withdrawal must be in writing to the Directors, with certified documents, for example a doctor's certificate or documents verifying the situation.
8. Janus CPD operates a complaints procedure which is available from: <https://janus-cpd.co.uk/policies>
9. Under Consumer Contracts Regulations, if an agreement has been made with us via distance communication, you may cancel by informing us in writing as soon as possible and within fourteen days after you have entered into the agreement. Any fees paid to us under this agreement will be refunded to you as described in the Terms and Conditions.
10. We have the right to withdraw programmes before they have started. In such circumstances refund of fees or deposits will be given.
11. If insufficient participants join the course or workshop, the course may be cancelled or rescheduled. In these circumstances the deposit and any fees paid would be reimbursed or transferred to a rescheduled date (by agreement).

## **8b. Circumstances under which a refund or compensation may not normally be considered:**

1. Janus CPD reserves the right to make minor alterations to timetable, location, number of classes, method, content, delivery & assessment of our programmes provided they are reasonable. Any such changes would be through a process of consultation with participants, in such circumstances no refund would be considered.
2. If you choose not to enrol or attend having paid the deposit, then your offer to study may be withdrawn and deposit forfeited. Deposits are non-refundable unless we fail to provide the course offered.
3. If a student withdraws from a one-day workshop after fourteen days of having entered the agreement but within 7 days of commencement where the fee has been paid in full, a refund will not be given.

## **9. Liability**

9.1. We will under no circumstances be liable to you for:

- Loss of data
- Loss of opportunity
- Loss of goodwill
- Consequential loss

9.2. Any liability to you cannot exceed the fee paid for the training that has been booked.

## 10. Personal information

10.1. You will find details of how we handle your personal information in our **Privacy Policy** [www.janus-cpd.co.uk/policies](http://www.janus-cpd.co.uk/policies)