

Training course terms and conditions

19 June 2020

1. These terms and conditions

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 Acas ('Acas', 'we', 'us', or 'our'). The terms explain what happens once you have placed an order, 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 the events that we organise and which are available through [Acas training](#) (the 'event').

1.4 Who we are

We are a non-departmental government body largely funded by the Department for Business, Energy and Industrial Strategy. Our head office is at Acas National, 14 Westfield Avenue, Stratford, London, E20 1HZ.

1.5 How to contact us

You may contact us by telephoning our Customer Services Team on 0300 123 1150, by writing to us at Acas, Customer Services Team, 2nd Floor, 7 and 8 Wellington Place, Wellington Street, Leeds LS1 4AP, or by emailing us at events@acas.org.uk. The Customer Services Team are available between 9am and 5pm, Monday to Friday (excluding public holidays in England).

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 Acas 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, whether online, in writing or by telephone, you will be given confirmation of our acceptance of your order (a 'booking confirmation') whether verbally, in writing or both.

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.

2.4 Where you are not a consumer, you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on an event.

2.5 Where you are not a consumer, these terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

2.6 Where you are not a consumer you acknowledge and agree that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them.

2.7 Where you are not a consumer, you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.

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 WorldPay system at the time of booking, or following the Worldpay link issued on your invoice

(b) by BACS using the following details:

- sort code 60-70-80
- account number 10012389

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. Our rights to make changes

4.1 Changes to the event

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

4.2 Where Acas is unable to deliver the service face to face, the parties may mutually agree an alternative digital platform for delivery.

5. About the event(s)

Face to face training

5.1 The event(s) shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 4.1. we shall use our reasonable skill and care to deliver the event and comply with the information you have been provided about it.

Digital training

5.2 In advance of digital training, both parties will make best endeavours to ensure that the agreed platform is accessible and capable of delivering/receiving the service to an acceptable standard.

5.3 Neither party shall be liable for fault or failure of the agreed platform that may occur during the delivery of the service, should it be deemed outside of their control.

5.4 Any materials provided for or during the our events are protected by Crown Copyright (except where clearly stated otherwise). Re-use of the training materials is permitted in accordance with the terms of the Open Government Licence, which can be viewed on the [National Archives](#).

6. Cancellation, transfer or postponement

6.1 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 6.4
- 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 6.4

(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 1.6

6.2 You may only cancel your event booking in writing using the details provided in clause 1.6. When contacting us, please provide your name, address, details of the order, phone number and email address.

6.3 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 6.4 (b).

6.4 How we will refund you

(a) Where an event is cancelled pursuant to 6.1(a), (c) or (d) and in accordance with Clause 6.2 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 6.3(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 6.1(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.

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

7.1 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.

8. Summary of your legal rights

8.1 Whilst every effort is made to ensure that our events are relevant and topical they are not tailored or bespoke for specific businesses or individuals and therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.

8.2 Nothing in these terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence
- (b) fraud or fraudulent misrepresentation

8.3 Our liability to you shall be limited to the price you have paid for the event and, subject to Clause 8.2 and 8.4, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract, for:

- (a) any loss of profits, sales, business, or revenue
- (b) loss or corruption of data, information or software
- (c) loss of business opportunity
- (d) loss of anticipated savings
- (e) loss of goodwill
- (f) any indirect or consequential loss

8.4 If we are providing events at your business premises, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the event.

9. How we may use your personal information

9.1 We will use the personal information you provide us:

- (a) to deliver the event to you
- (b) to process your payment for the events

(c) to give you information about any of the services we offer, but you may stop receiving this at any time by contacting us using the details provided in Clause 1.6

9.2 Your personal information will be processed in line with data protection legislation and in accordance with our privacy policy which is hereby incorporated into this Agreement. Our [privacy policy](#) can be accessed online or provided on request.

'Data protection legislation' means the Data Protection Act 1998, and from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any additional legislation or regulations that may be made pursuant thereto from time to time.

9.3 Acas attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms. Acas agrees to share the outcome of that evaluation with you. In addition, Acas or its research contractor may approach you to carry out a further evaluation of the impact of the training at a later date.

9.4 We will only share your personal information with third parties where the law requires us to do so.

10. Other important terms

10.1 Queries

If you have any queries about the event please contact us using the details provided in Clause 1.6.

10.2 Any notice or other communication given by you to us, or by us to you, under or in connection with this contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or email.

10.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9am on the second business day after posting or if sent by email, one business day after transmission.

10.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.

10.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.6 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and we will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.

10.7 Nobody else has any rights under this contract. This contract is between you and us. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.

10.8 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.9 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you

miss a payment and we do not chase you but we continue to allow you to attend the event, we can still require you to make the payment at a later date.

10.10 Which laws apply to this contract and where you may bring legal proceedings

(a) These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation of the contract between us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, or Scotland, as appropriate.

(b) We both irrevocably agree that the courts of England and Wales, or Scotland, as appropriate, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).