### Bamboo Grove

# Training Centre for continuous growth

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#### **General Terms**

By becoming a student of Bamboo Grove Training Centre, you enter into a contract by which you:

- Confirm that you are willing to participate fully in the course.
- Agree to pay the relevant fees.
- Agree not to plagiarise the work of others or in any way try to pass yourself off as competent by means of deception.
- Agree to take full responsibility for your actions and opinions.
- Confirm that you have, or are willing to secure access to, relevant materials where the course necessitates this.

We reserve the right to refuse students for any reason. Courses normally run with a suitable minimum of participants. Should a course be cancelled because of shortage of participants you will be offered a place on an alternative course or a full refund of fees paid. All courses must be completed within one academic year unless otherwise stated by your Tutors. Extension beyond the stated limits is at the discretion of Bamboo Grove Training Centre in accordance with CPCAB requirements. Enrolments on any validated programme are also subject to regulations determined by the validating institution and will include but are not limited to procedures for admissions and deferrals.

Our courses involve working with vulnerable clients or clients under the age of 18 therefore you must confirm that:

- You have legitimate and legal access to work with those clients and that you
  have sought the permission of any relevant head of organisation to work with
  those clients;
- You have no undeclared offences that might put your clients at risk;
- You will not work with any client, either individually or in a group, without gaining informed consent from the client or, in case of children, their parents, legal guardians or as stipulated by agency policy and procedure.



#### **Application of these Terms**

Payment of the requisite fee (as detailed below) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion. We intend to rely upon these Terms and any document explicitly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing. We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started. If you do not provide us with the required information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this contract.

#### Application, Enrolment and Payment

Booking on one of our courses implies a commitment to pay the published fees, subject to your eligibility for the course booked. Deposits, where payable are non-refundable after the 14- day period has lapsed. Your place on one of our courses is ONLY secure when the deposit amount has been received and cleared by our bank. If your course requires you to have a particular qualification, you must confirm that you hold that qualification when enrolling. All course bookings are subject to availability. We reserve the right to keep a standardised booking on hold until the start date of the relevant course. Courses will be deemed to have started as soon as your course materials have been received (if applicable), or you have attended your first day. Most course materials will be given on the first day of the course. Clients are liable for any bank charges incurred in payment of fees. Unless stated otherwise, fees imposed by professional organisations for registration are payable by the student. International students might be required to demonstrate equivalence of existing qualifications and if so, an additional fee will be payable. We reserve the right to change payment of the enrolment fees without notice. This will not affect those who have already booked on the course at an agreed rate.



#### Late Payments

Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 4% above the base rate accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

#### Changes and Cancellations by You

Cancellation under the Distance Selling Regulations within 14 days of booking If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) ('Distance Selling Regulations'). Your legal right to cancel a Contract starts from the date when a booking is made - which is when the Contract between us is formed. You have a period of 14 (fourteen) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays or public holidays are not included in this period. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office. If you exercise your legal right to cancel under the Distance Selling Regulations, you will receive a full refund of the price you paid when booking and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.

If your course is due to start within 14 (fourteen) working days of when a booking is made, your legal right to cancel under the Distance Selling Regulations will not apply. Cancellations after the 14- day period but before the course has started will not be eligible for a refund.



#### Changes and Cancellations by Us

If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at a suitable venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to be enrolled on one of our courses.

#### **Personal Information**

Students of Bamboo Grove Training Centre must provide an accurate and complete postal address, contact telephone number and e-mail address. We may refuse or cancel your enrolment if you do not supply these. Your details will not be used for any purpose other than the efficient and effective running of Bamboo Grove Training Centre. The majority of correspondence with and from Bamboo Grove Training Centre is conducted electronically using e-mail and web-based protocols. Your details will be added automatically to our database. Your details will not be passed to any third party without your permission, unless requested by law or a similar authority. Where your course fees are paid by your employer or other third party you give us consent to share information about your progress and engagement on that course with that third party. Bamboo Grove Training Centre abides by the GDPR regulations. Bamboo Grove Training Centre may contact you from time to time with products or information in which you might be interested. If you no longer wish to receive this information please contact us.



#### **Liability and Contractual Obligations**

No other statements in the training materials, on the website or e-mail correspondence may be taken to imply any contractual obligation by Bamboo Grove Training Centre. Any liability will be limited to the payment of the enrolment fee paid, except in the event of personal injury or death at an event organised by Bamboo Grove Training Centre. Information, whether on the web or in any other form, is provided for the use of students and others at their own discretion. No liability will be accepted for the accuracy of any information or the consequences of its use by students or others.

#### Web-Based Communication & Code of Conduct

As a student of Bamboo Grove Training Centre, you are solely responsible for your own communications and are responsible for the consequences of them. You are also solely responsible for maintaining confidentiality as per your agreement in any group contract, ethical framework and within Bamboo Grove Training Centre policies and procedures. Any breaking of confidentiality will be taken very seriously and could result in your removal from a course or event for ethical reasons.

When using any web site or social networking you agree that you will abide by these terms and conditions and in general will not:

- Harass any other course member or member of staff.
- Use the site for any purpose in violation of local or national laws of the UK or any other country.
- · Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- Post material that is abusive, defamatory, embarrassing, harassing, hateful, inflammatory, obscene or threatening to any other member or member of staff.
- · Post sexually explicit language or images. Impersonate another member or member of staff.
- Express or imply that Bamboo Grove Training Centre website or its owners endorses any statements you make, without our specific written consent.
- · Collect or store personal information about other clients without their personal consent.
- Conduct any other activity that we consider is detrimental to the running of Bamboo Grove Training Centre, to other clients or Bamboo Grove Training Centre's purpose.



• Plagiarise the work of others or in any way try to pass yourself off as competent by means of deception.

Any conduct that in our opinion restricts or inhibits the use of our website by any other member will not be tolerated. We reserve the right to pursue any and all legal and equitable remedies against you, including the posting of your address and the reporting of your activity to your Internet Service Provider (ISP), and other authorities. Any material in any correspondence that we determine to be contrary to our terms and conditions will be deemed unsuitable and therefore will be edited or deleted. Our decision on these matters is final.

#### Rights and Responsibilities of Bamboo Grove Training Centre

Bamboo Grove Training Centre accepts no responsibility for the content of our site, which is provided 'as is', and with no warranty express or implied. Reviews and all our other content are offered as our opinion only. We understand that as a client of Bamboo Grove Training Centre you expect the website to be on-line and available at all times. However, we can make no guarantees as to the 'up time' of the site as this is beyond our control. For example, routing, server, Internet, hardware and software problems completely beyond our control may occur. We host with a commercial company that guarantees (to us) 99.9%+ up time in order to minimise down time but accept no responsibility if the site goes off-line and it is not our fault.