



## ***1A: Booking Form and Terms and Conditions***

### ***To register for a course:***

Scaffolding Career Skills will only accept bookings using the attached form 1A comprising the booking form and terms and conditions. **Please note that no verbal bookings are confirmed until the completed form, together with your deposit has been received by us.** We advise that you check the course package details to see what is included, details of which can be found on our website [www.scaffoldingcareer.co.uk](http://www.scaffoldingcareer.co.uk).

Our Head Office is in Cirencester at the address below, but the courses take place in various parts of the country.

*Please read the Booking Form and Terms and Conditions carefully as they apply to all courses and form part of the contract between you and Scaffolding Career Skills ("SCS").*

### ***Registration Checklist:***

1. Telephone Scaffolding Career Skills on 0870 766 2247 to check availability for the desired course.
2. Complete the form 1A and either:
  - (i) fax it to us on 07092 125 566 and send the original together with payment in the post or telephone us to pay by direct debit or credit card (see booking form below); or
  - (ii) post the form with payment to our Head Office:  
Scaffolding Career Skills, Lodge House, 15 Gosditch Street, Cirencester, Gloucestershire, GL7 2AG  
(Please make cheques payable to Construction Training Services (UK) Ltd).
3. For direct deposit, please contact SCS or refer to the booking form.

*For your safety and peace of mind, Scaffolding Career Skills operates a client money trust account to safeguard any monies you pay us until payment is due to the principal.*

### ***What happens when I enrol with Scaffolding Career Skills:***

As soon as we receive your £300 deposit and the completed form 1A you will receive written confirmation or an e-mail of your booking, an invoice reflecting the deposit paid and the outstanding balance together with a letter reminding you of the date that payment is to be received in full.

### ***Joining Advice:***

Joining instructions will be sent to you between 7 to 14 days prior to course commencement. Unless otherwise agreed with us, no instructions will be sent out if payment in full is outstanding. On the first morning of your course you will have a pre-course briefing, reviewing the outline of the course and various health and safety matters. Please contact us if you need any other advice or require assistance before departure. You should bring suitable clothing including work boots, PPE and overalls.



## TERMS AND CONDITIONS SCAFFOLDING CAREER SKILLS

- 1. Definitions**
  - 1.1 In these conditions, the following terms shall have the following meanings:

‘SCS, We, Us, Our’	Construction Training Services (UK) Ltd T/A Scaffolding Career Skills Company Number: 6448083
‘You, Your’	The student named on the booking form
‘The Course’	The training course as indicated on the booking form
- 2. Contact Details**

Our contact address and details are:  
Lodge House  
15 Gosditch Street  
Cirencester  
Gloucestershire, GL7 2AG  
Telephone – 0870 766 2247  
Fax – 07092 125 566  
Email – [info@scaffoldingcareer.co.uk](mailto:info@scaffoldingcareer.co.uk)
- 3. The Agreement**
  - 3.1 The terms and conditions set out here, together with the booking form (1A) compromise the whole agreement between you and SCS.
  - 3.2 This agreement shall prevail over any marketing material or any electronic, written or oral representation made to you by SCS, its employees or agents.
  - 3.3 By returning the booking form 1A and payment for the course, you agree that we may commence performance of the contract by processing your booking. This affects your right to cancel this agreement as set out in clause 8.
- 4. Our Obligations**
  - 4.1 SCS agrees to provide you with the training course indicated on the booking form. The course includes all necessary tuition and supervision in order for you to complete the course and obtain the relevant course qualification (if applicable), provided you attend the course without interruption.
  - 4.2 We will endeavour to provide all reasonable assistance should you suffer from any disability or have any special needs. However, you must notify us in advance of the course date by notifying us of such disabilities and/or special needs on the booking form.
  - 4.3 Following completion of your training, and if applicable to the course you have attended, we will arrange for you to sit an examination/assessment which is accredited by the accrediting body (these are subject to availability and change), the successful completion of which shall lead to the course outcome. We will pay for the first examination/assessment sitting only. Re-sits will be paid for by you.
- 5. Your Obligations**

You will: -

  - 5.1 Pay the course fee as set out in clause number 6.
  - 5.2 Attend courses during normal course hours which are from 8:30am to 4:30pm from Monday to Friday inclusive. A break for lunch will be provided. These days and times may alter as SCS or our training suppliers may stipulate. Please note that the duration of courses at certain times of the year e.g. Easter, may vary from the advertised duration. This is done to accommodate public holidays.
  - 5.3 Dress in an appropriate manner for training at one of our centres or if invited for interview by a prospective employer.
  - 5.4 Enquire about your clothing requirement before arriving at any of our practical training centres. Generally, you will be required to wear overalls and steel capped boots for any practical work. Each centre has its own rules in house and safety regulations which must be adhered to and respected at all times.
  - 5.5 Be responsible for travel to and from the training centre.
  - 5.6 Not use any disruptive, threatening or violent behaviour against any employee of SCS or its suppliers or any other student. A breach of this provision may result in your immediate ejection from the course without reimbursement.
- 6. Course Fees**
  - 6.1 No booking is confirmed until receipt by SCS of the completed form 1B accompanied by a deposit of £200. The deposit is not refundable except as set out at clause 7.4.
  - 6.2 The balance of the course cost is due 14 days in advance of the start date and if full payment is not received by that date SCS reserves the right to cancel or change your booking without a refund. You may cancel your booking and receive a refund in certain circumstances and these are laid out at clause 8.1.
  - 6.3 For payment at the start date of your course, special arrangements must be made beforehand, please telephone our office for further details.
  - 6.4 Bookings without accompanying payment are provisional only.
  - 6.5 Places are limited and precedence will be given to bookings accompanied by full payment.
  - 6.6 Any booking made within 14 days of the course start date must be accompanied by full payment.
  - 6.7 All payments banked and not honoured will incur a charge of £35.00 to cover our banking costs and help keep costs down for students.
  - 6.8 If you do not pay us on time we may charge you interest at 5% above the Lloyds/TSB Bank plc base rate as revised from time to time (and interest will be charged from the date payment is due until you pay in full and shall continue to accrue at such a rate after as well as before any court judgment)
  - 6.9 SCS reserve the right to alter the course fees when necessary.
- 7. Cancellation by SCS**
  - 7.1 SCS may terminate this agreement at any time and recover all sums due from you if you:
    - 7.1.1 do not make payments on time
    - 7.1.2 do not carry out your obligations under this agreement
  - 7.2 If you fail to make any payments due to us we shall no longer have to carry out any of our obligations under this agreement or any other agreement between you and us until you have paid us the outstanding sums in full.
  - 7.3 You may not withhold payment of any invoice or other amount due to us even if you allege you have a claim against us or a right of set off.
  - 7.4 However, if we have to make major changes to the course you have booked; which includes change of venue, or certifying body or significant change in the duration or date of commencement, you have the following options: (a) accept the new course, venue or date offered by us, or (b) cancel your course and receive a full refund of all monies paid (less half the deposit, which shall be our administration fee). You must notify us within five days of our offer of an alternative course and if you do not we will book you on it.
  - 7.5 We will not provide a refund should we cancel because of a failure to pay the full balance of your course fees prior to the course start date.
  - 7.6 We reserve the right to levy an administration charge to cover the costs incurred by us or our suppliers.

**8. Cancellation by You**

- 8.1 Due to the limited places available for our courses, the course cost (less the deposit) is refundable only if a written cancellation is received at our Head Office at least 21 days before the course commencement date. Please note that we will commence performance of the contract in line with clause 3.4 a refund of any monies paid by you to us for course fees will be made within 30 days of your cancellation. If you have paid the amount of course fees by credit or debit card, your credit or debit card account will be re-credited as soon as possible and in any event within the above 30 day period.
- 8.2 If you are ill, or have an accident which makes you unable to attend the course, once recovered you may continue on a new course (provided we have written evidence from your doctor or hospital).
- 8.3 Booked courses are non-transferable.
- 8.4 You will not be reimbursed in the event you do not complete the course for any reason whatsoever.

**9. Changes to the Course**

- 9.1 SCS reserves the following rights :-
  - 9.1.1. to make amendments to the published programme either before or after you have entered into this agreement, where such amendments are caused by factors beyond its control;
  - 9.1.2. to vary the course modules from time to time to take account of new regulations or requirements of certifying bodies;
  - 9.1.3. at any time to change the certifying body, if applicable to your course, provided that if such a change would enable you to achieve a qualification equivalent to or higher than the qualification provided by the original certifying body.
- 9.2 We will notify you in writing of any amendments or variations under clauses 9.1.1 and 9.1.2 if the amendment or variation is material, and in respect of any change of certifying body under clause 9.1.3.
- 9.3 If there is any additional cost as a result of any changes following clause 9.1 above, you agree to pay to SCS the actual additional costs within seven days of receiving written notification of the additional costs from SCS. Any additional costs will not exceed the sum of £200.00.

**10. Miscellaneous**

- 10.1 Completion of the course does not guarantee employment in your chosen career and SCS makes no representation as to your suitability for employment. No representations made to you by SCS or its employees regarding you obtaining future employment and/or salary are binding on us and do not form part of this agreement.
- 10.2 SCS strongly recommends insurance cover when you travel. There is no insurance included in the SCS package. SCS is not responsible for any loss, damage or injury that may be incurred en route to and from the course.
- 10.3 SCS has the right to take and store copies of your work, including your portfolio, for the use of awarding bodies, marketing and other activities deemed if necessary by us. Copyright in any work created by you belongs to SCS unless otherwise agreed. You agree to its use in the circumstances contained within this clause. Student work will include, but is not limited to the following, assignments, drawings, diagrams, exam answers, photographs, databases or computer programs.
- 10.4 SCS may subcontract the performance of this agreement in whole or in part

**11. Complaints**

We ask that you notify the training supplier or SCS immediately of any complaint and every effort will be made to address this in a timely manner. At the end of each course you will be provided with a feedback form and we encourage you to complete this. If you fail to notify us of any problem it may seriously affect any right you may have to compensation.

**12. Our Liability to You**

- 12.1 We shall have no liability to you for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the agreement or any negligence, breach of statutory or other duty on the part of us or anyone for whom we are responsible or in any other way out of or in connection with the performance or purported performance of or failure to perform the agreement except:
  - for death or personal injury resulting from our negligence; and
  - as expressly stated in these conditions.
- 12.2 Nothing in this agreement shall affect your statutory rights as a consumer.

**13. Assignment**

You cannot assign this agreement to any third party.

**14. Force Majeure**

SCS shall not be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control.

**15. Law and Jurisdiction**

The agreement shall be governed by English law and you consent to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that SCS invokes the jurisdiction of the courts of any other country.

**16. Notices**

- 16.1 Any notice given under this agreement shall be in writing and may be served
  - (i) personally,
  - (ii) by registered or recorded delivery mail,
  - (iii) by facsimile transmission (confirmed by post)
- 16.2 Each party's address for the services of notices shall be the address set out in the confirmation of booking.
- 16.3 The notice shall be deemed to have been served:
  - (i) if it was served in person at the time of service
  - (ii) if it was served by post, 48 hours after it was posted
  - (iii) if it was served by facsimile transmission, at the time of transmission.

**17. Third Party Rights**

For the avoidance of doubt, nothing in this agreement shall confer on any third party, any benefit or other right to enforce any term of this agreement.

By signing at the bottom of these terms and conditions and returning it to us with the completed booking form you agree that you will be liable for the cost of the training package specified above.

**I confirm that I have read and understood the rules and conditions of Scaffolding Career Skills set out in this form 1A.**

**Signature..... Print Name (in block caps)..... Date.....**