



Terms and Conditions

1 GENERAL

1.1 These terms and conditions are entered into between you and SuperSkills Limited, a company registered in England & Wales (Registration Number 6055106). The Registered Office is at Lane House, Burneston, Bedale, North Yorkshire, DL8 2HT. By booking on to a course or assessment programme offered through SuperSkills Limited, you accept these terms and conditions in their entirety.

THIS IS A CONTRACT BETWEEN YOU AND SUPERSKILLS LIMITED. MAKE SURE YOU READ & UNDERSTAND IT. TAKE LEGAL ADVICE IF YOU DO NOT.

2 ENROLMENT

2.1 SuperSkills Limited reserves the right at its sole discretion to decline to accept any application for enrolment on any course or assessment programme. On certain course or assessment programmes, you may be required to undertake an interview or testing process (whether by telephone or otherwise) before enrolment. If your enrolment is accepted, but it subsequently transpires (at SuperSkills Limited discretion) that the course or assessment programme is not appropriate for you, SuperSkills Limited shall be entitled to cancel your enrolment at any time (subject to a refund of fees already paid by you, unless cancellation is because of your own misconduct or non-compliance with these Terms and Conditions or with any SuperSkills Limited rules).

3 INCLUSIVITY

3.1 Whilst SuperSkills Limited will take all reasonable steps to make course or assessment programmes as inclusive as possible, Our awarding body stipulates

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participation in any course or assessment programme requires that you are able to understand spoken English and write and read proficiently in English (with suitable support for Dyslexia and other learning difficulties).

3.2 SuperSkills Limited welcomes people from all backgrounds and will make reasonable arrangements to support people with disabilities or additional requirements to help them get the qualifications they need.

3.3 However, workshops and assessments will require a reasonable level of physical fitness and health. If you have any doubt about your fitness to participate or your health, you should discuss this with SuperSkills Limited before enrolment (and/or seek a professional opinion from a qualified medical expert).

3.4 SuperSkills Limited will accept no liability for any adverse consequences arising from your participation in a course or assessment programme, by virtue of an insufficient level of fitness or any health condition not notified to the Company prior to the commencement of the course or assessment programme.

4 AGREEMENT TO PAY

4.1 Upon enrolment for any course or assessment programme, you agree to pay for the course or assessment programme in accordance with these terms. This is subject (if applicable) to any right of cancellation you may have by law to cancel the course or assessment programme and any contractual cancellation right agreed by SuperSkills Limited (as set out at terms 9, 10 and 11 below).

5 STANDARD PAYMENT TERMS

5.1 All course or assessment programme deposits must be paid at the time of booking and balance payments will be detailed in invoices issued to you following your booking. Balance payments can be made by credit/debit card or BACS transfer, over the phone or in person. **SuperSkills no longer accepts cheques.**

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5.2 SuperSkills Limited may, in its entire discretion, accept payment in instalments, whilst reserving the right to demand payment in full of any outstanding balance due at any time.

5.3 Payments by instalments will be collected by automatic debit/card transactions. You agree to the instalment plan at the time of booking. You will then receive details by email and electronically sign the agreement.

5.4 Failure to make payment in accordance with the instalment agreement may result in termination of the course or assessment programme and requirement to pay the full outstanding balance.

6 EXCEPTIONS TO STANDARD PAYMENT TERMS

6.1 For some qualifications SuperSkills Limited may at its discretion offer different payment terms to you. These will be notified to you in writing. However, once a booking has been made, the agreed course or assessment programme payment terms cannot be changed. You will be required to complete a written contract detailing payment terms.

6.2 Qualifications will not be applied for unless the outstanding balance for the course or assessment programme has been paid in full

7 NON-PAYMENT OF BALANCES

7.1 Failure to pay course or assessment programme balances or instalments by the due date or as detailed on your invoice may, in SuperSkills Limited sole discretion, result in you being unable to continue your course or assessment programme and/or exam.

8 COURSE OR ASSESSMENT PROGRAMME PAPERWORK

8.1 The course or assessment programme confirmation letter and SuperSkills Limited

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joining instructions (regarding booking, cancelling and course or assessment programme date changes) will be confirmed and sent to you by email and by post. The confirmation letter contains detailed information regarding the course or assessment programme, qualifications, start dates, payment information, balance information if applicable and venue. **Please read this carefully.**

8.2 Copyright in all course or assessment programme materials is owned or licensed by SuperSkills Limited. Copying, adaptation or other use without the written permission of SuperSkills Limited is strictly prohibited.

9 YOUR RIGHT TO CHANGE YOUR MIND

9.1 Booking a course or assessment programme via the internet or the telephone is a booking covered by the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 (Often called the 'Distance Selling Regulations'). These Regulations do not apply to course or assessment programmes booked in person.

The Regulations allow you 14 days (starting after the day in which you entered the agreement) to cancel the contract (the "Cooling Off Period"), unless the course or assessment programme you have booked commences within that 14 day period or it is otherwise agreed that the services will commence within that 14 day period (including but not limited to that which is referred to at **10** below).

Booking a course or assessment programme that commences within the 14 day Cooling Off Period means that the Regulations do not apply. You do not have the right to cancel. Money paid will therefore not be subject to a refund upon cancellation.

10 CANCELLING A COURSE OR ASSESSMENT PROGRAMME INSIDE THE COOLING OFF PERIOD

10.1 You acknowledge and consent to the fact that it will sometimes be necessary to

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register for course or assessment programmes booked by you, within the 14 day Cooling Off Period, in order to ensure that your place is secured on the course or assessment programme. In these circumstances, you consent to the commencement of our services (being the arrangement and booking of the course or assessment programme for you) within the Cooling Off Period, pursuant to Regulation 13(1)(a) of the Regulations.

In these circumstances, should you decide to cancel the booked course or assessment programme or change the date within the 14 day Cooling Off Period you will be charged a fee to cover the costs related to that booking which have already been incurred. For Practical Assessments, this will be the full deposit paid – because SuperSkills Limited will not be able to allocate the date agreed with you to another candidate. For On Site Assessments, the charge will be the Registration Fee plus administration costs of £75.00 including VAT.

10.2 Trade and Commercial bookings (i.e. bookings made by businesses rather than individual consumers) is a business to business transaction **and the Regulations do not apply**. You will therefore be liable to pay the full course or assessment programme fee if you cancel before the date of the course or assessment programme (subject to SuperSkills Limited sole discretion over whether it chooses to offer any refund).

11 COURSE OR ASSESSMENT PROGRAMME CANCELLATIONS AND DATE CHANGES OUTSIDE OF THE COOLING OFF PERIOD

11.1 Should you wish to cancel or change the date of a course or assessment programme that you have booked, outside of the Cooling-Off Period allowed under the Regulations, you must contact SuperSkills Limited at the earliest opportunity.

11.2 Where a change of date is agreed, an Administration Fee of £75.00 (including VAT) will be applied to your account.

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11.3 Should you wish to change the date or cancel within 14 days or less of the course or assessment programme date, the full deposit paid will be charged. Once you have started should you wish to cancel or not attend any part of the course or assessment programme booked **you will be liable for full payment of the balance and no refunds will be issued.**

11.4 Extreme weather conditions - In the event of extreme weather conditions, SuperSkills Limited will ensure we are able to provide a full service by using a number of contingencies. We expect all Candidates to plan ahead to ensure they are able to attend.

If you are not able to attend due to extreme weather conditions such as heavy snow, strong winds, flooding or public transport disruptions/cancellations. SuperSkills Limited in such instances, will not be deemed liable. Refunds will not be issued and the company will not be obligated to offer any alternative course or assessment programme dates. However, each case will be treated on its merits.

12 NON- ATTENDANCE DUE TO EXCEPTIONAL CIRCUMSTANCES

12.1 If you are unable to attend due to exceptional circumstances, a new date may be offered at the discretion of SuperSkills Limited subject to the date your course or assessment programme commences. You may be asked for supporting documents to establish the “exceptional circumstances” involved. Whether or not circumstances shall be deemed “exceptional” shall be at the sole discretion of SuperSkills Limited.

13 GENERAL BOOKING NOTES

SuperSkills Limited reserves the right to alter booking arrangements if necessary and has the right to refuse any booking application, at its sole discretion. The course or assessment programme qualification route booked is the correct route at the time of booking. Qualification routes are subject to change. Should any changes be made by the Awarding bodies to qualifications, SuperSkills Limited will endeavour to change

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your qualification route, however will not be liable to you in any way as a result of such changes. Duration and cost may be affected, which you accept. All training must be completed within 1 year from the date of booking.

14 DISCLAIMER REGARDING ADVICE GIVEN – PLEASE READ CAREFULLY

14.1 All advice given regarding career paths, abilities to join industry bodies, qualification advice or other career opportunities is correct at the point of enquiry. This may be subject to change and is beyond the control of SuperSkills Limited.

SuperSkills Limited cannot be held responsible for changes to other organisations' joining or qualification requirements. No refunds will be issued in the event of changes mentioned above.

14.2 Any opinions expressed by the course or assessment programme tutors or assessors represent his/her own views and not necessarily those of SuperSkills Limited and SuperSkills Limited shall have no responsibility for them.

15 WARRANTY AND EXCLUSION OF LIABILITY – PLEASE READ CAREFULLY

15.1 SuperSkills Limited shall have no liability whatsoever to any person for any loss or damage or expense, however occurring or incurred, whether direct or indirect, resulting from participation in the course or assessment programme.

15.2 SuperSkills Limited liability in any event, except for death or personal injury resulting from its negligence, or cause of liability (or that of its employees) shall at all times be limited to the fees paid by you for participating in the course or assessment programme.

16 COMPLIANCE WITH SUPERSKILLS LIMITED RULES

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16.1 You agree to observe the rules of SuperSkills Limited as notified to you in writing or by any other means from time to time.

16.2 We may cancel your enrolment without reimbursement of fees if you commit a serious or repeated breach of the enrolment terms or SuperSkills Limited rules or are guilty of gross misconduct (at SuperSkills Limited discretion).

17 DATA PROTECTION – PLEASE READ CAREFULLY

17.1 Any telephone calls may be recorded by SuperSkills Limited for administrative or training purposes. Unless otherwise stipulated in your enrolment form, SuperSkills Limited may use your personal data for administrative purposes and may keep this information for a reasonable period and by booking a course or assessment programme you give your consent to SuperSkills Limited doing so.

17.2 During your course or assessment programme, you will be photographed and/or video recorded carrying out the course/assessment activities. These photographs may be used subsequently in promotional material including, but not limited to print, website and social media circulation. These circulations will not identify you by name except with your express consent obtained at the time. **Your signature below indicates your consent to non-identifying circulation as described. You may withdraw this consent at any time and request any such images be removed from the media they have been circulated on.**

17.3 SuperSkills Limited may contact you by email, postal mail, text, or telephone to let you know about any course or assessment programmes or promotions which might be of interest to you. If you do not wish to receive such emails, postal mails, text or telephone communications, please contact us to state that you wish to opt-out from such communications. All emails contain an “Unsubscribe” link. However, replying with “UNSUBSCRIBE” in the subject line will have the same effect.

17.4 SuperSkills Limited will pass your personal data to awarding bodies and the

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Department for Education & Skills to maintain their records.

17.5 Your personal data will be held on SuperSkills Limited systems, including such computer, server and hosted systems as the Company may use at any time. The Data Controller is Peter Walker, Chief Executive of SuperSkills Limited. He may be contacted at the company address or peter.walker@superskills.co.uk.

17.6 Paper records containing your personal information are securely stored and archived in accordance with requirements laid down by awarding bodies and Government Departments. Following this they are securely destroyed.

17.7 Your personal data will never be sold or knowingly passed on to any third party.

18 THIRD PARTY BOOKINGS

28.1 If you have booked the course or assessment programme for another person ("the Learner"), these terms and conditions shall be binding on you and the Learner and you warrant and undertake that you have the appropriate legal authority to sign on their behalf and to consent to the processing of their personal data and to receive any fair collection notices on their behalf. References herein to "you" shall also mean or include the Learner, where appropriate. It shall be your responsibility to ensure that these terms and conditions are brought to the notice of the Learner and that the Learner complies with them and you shall be liable for any failure by the Learner to do so. You shall indemnify SuperSkills Limited in full against any loss, damage or liability resulting from your failure to comply with this clause.

19 NO GUARANTEE OF SUCCESS – PLEASE READ CAREFULLY

19.1 Completion of the course or assessment programme does not guarantee your competence to perform work or your ability to gain employment in the relevant field and SuperSkills Limited makes no representation, warranty or guarantee as to such competence or ability. In undertaking any work, you must take care to ensure that the

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work is within your competence and you must seek further instruction or supervision, if necessary. Any statement made to you by SuperSkills Limited or its staff regarding the likelihood of obtaining employment and/or your potential earnings shall be treated as a matter of opinion and not representation and shall be non-binding.

20 GENERAL

20.1 Assessments and examinations are governed by the awarding body and SuperSkills Limited accepts no liability for them. The cost of any re-sits shall be borne by you. Exams are supplied to SuperSkills Limited by the awarding body. SuperSkills Limited will not be liable for any costs or compensation sought by candidates if for any reason the accrediting body is unable to supply the exam in digital or paper format on the expected date.

20.2 Additional Time in Exams: Please note that in some circumstances additional time can be given for exams providing you can submit evidence (must be a psychological report). This will need to be submitted at least 1 month before the start of your course or assessment programme in order for the accreditation body to grant approval. The decision to grant additional time is made solely by the accreditation body.

20.3 Photographic ID: Please note that awarding bodies generally require that you provide photographic ID. As such please ensure you bring a passport or driving license with you when you attend your course or assessment programme.

20.4 You must complete all payments and successfully complete your course or assessment programme prior to issue of your certification.

20.5 Any complaint about the course or assessment programme should be notified to the Chief Executive at the address contained in the enrolment form.

20.6 Any notice to be given by either party to the other may be properly given by posting it to the address of the other party shown on the enrolment form or to such

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other address as the other party shall have notified in writing as its address for service of notices.

20.7 If for any reason any of these terms or part of any one of these terms is found by a court to be illegal, invalid or unenforceable, then that term or part of that term shall be amended to the minimum extent necessary to make it legal, valid and enforceable and the remaining terms and (if applicable) part of term shall remain in full force notwithstanding the amendment made.

20.8 These terms and conditions shall be subject to English law and any disputes hereunder, if not capable of resolution between the parties, shall be subject to the exclusive jurisdiction of the English courts.

A handwritten signature in black ink, appearing to be "M. H. H.", is located on the left side of the page.

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