

1.0 **Definition**

1.1 These Terms and Conditions of Business are between TTE International Limited and/or any subsidiaries or hereinafter called the "Training Provider" and the buyer of such services (hereinafter called the "Customer").

2.0 **Course Booking**

2.1 Prior to commencement of any training service, the course booking form must be completed by the Customer and returned to the Training Provider as detailed overleaf.

2.2 Upon receipt of the completed Course Booking Form by the Training Provider, confirmation will be issued and the terms under clause 2 "Transfer, Substitutions or Cancellation" will apply.

2.3 In the event that the requested course date is no longer available, alternative course dates will be offered to the Customer by the Training Provider.

3.0 **Course Payment**

3.1 If no company account is available - full course payment must be received by the Training Provider at time of booking.

3.2 For company accounts, invoices will be raised upon receipt of booking form and payment must be made within 30 days from receipt of invoice (unless otherwise stated or agreed - see Section 13).

3.3 All training courses delivered in the UK are subject to VAT charged at the current HM Custom and Excise rate.

3.4 All training courses delivered outside the UK are subject to the countries Withholding Tax.

3.5 The following payment methods are acceptable - Credit/Debit Card; Cheque; Cash; BACS payment.

3.6 Certificate is withheld until payment is made in full.

4.0 **Transfer, Substitutions or Cancellation**

4.1 The Training Provider will accept substitutions on all courses, however, externally accredited courses may differ due to registration timescales and may incur additional charges for registration.

4.2 Once the course has been confirmed by the Training Provider, any changes to the original dates booked will incur a £25 fee to cover administration costs.

4.3 Cancellation of courses less than 3 weeks from delivery - Full course fees must be paid.

4.4 Cancellation of courses greater than 4 weeks from delivery a £75 Admin fee per person plus any registration cost will be payable.

4.5 Written notification is required to transfer, substitute or cancel a course delegate.

4.6 If the Customer reschedules a course less than 4 weeks from delivery a £40 administration fee per person plus any registration costs will be payable.

4.7 Courses requested to be rescheduled within 3 weeks from delivery will be subject to 100% charge.

4.8 100% course fees remain payable for delegates who fail to attend/leave the training course prior to completion.

4.9 The Training Provider reserves the right to:

4.9.1 Amend / cancel a course at anytime due to operational reasons beyond its control or if there is insufficient demand. An alternative date or full refund will be offered to the Customer.

4.9.2 Modify/amend the content of the course, to the benefit of the Customer, in its commitment to continuous improvement.

4.9.3 Ask the course delegate to leave the premises on grounds of poor conduct or misbehaviour. Under these circumstances the full cost of the course remains payable and no refund will be offered to the Customer.

5.0 **Equal Opportunities and Safeguarding**

5.1 All course delegates must abide to the Training Provider's Equality & Diversity Policy.

5.2 The Training Provider actively promotes Safeguarding of young people and vulnerable adults.

6.0 **Accommodation**

6.1 All courses are non-residential unless otherwise stated.

6.2 The Training Provider does not accept any responsibility for damage incurred to either personal/company property during a residential visit.

7.0 **Certification**

7.1 Subject to satisfactory completion of the course and payment received from the Customer, a TTE Certificate of Attendance / Externally Accredited Certificate will be issued.

7.2 Subject to availability, replacement certificates can be provided. The cost of the replacement certificate plus a £15 + VAT administration fee will apply and must be paid prior to the order being placed.

8.0 **Customer Satisfaction**

8.1 As part of our continuous improvement, we ask all course delegates to evaluate the service provided.

8.2 Complaints must be made in writing to the Training Provider and received no later than 30 days from the last day of the course.

9.0 **Data Protection**

9.1 We will use the information you have provided to deliver the service you have ordered.

9.2 We will inform you of other goods / services that may be of interest.

9.3 Your information will be stored securely and will not be passed to a third party (unless required to do so by law).

9.4 If you do not wish to receive this information, please tick and we will remove you from our mailing list.

10.0 **Copyright**

10.1 The Training Provider reserves all rights on all course notes / materials provided for a company/delegate and no part of the course notes or training material may be reproduced, transmitted or amended in any form without prior written permission from the Training Provider.

11.0 **Force Majeure**

11.1 The Training Provider shall not be liable to refund any fees to the Customer, or be deemed to be in breach of contract for any delay, loss or damage caused by circumstances beyond its reasonable control.

11.2 The course delegate shall be deemed liable for any damage, malicious or otherwise, to the tools and equipment supplied by the training provider and may be invoiced accordingly.

12.0 **Arbitration**

12.1 Any dispute or difference arising out of the Contract which cannot be settled directly between the parties shall be referred to arbitration by a single arbitrator agreed between the parties, or if in default of agreement appointed by the President of the Law Society. Any such difference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950, or any statutory re-enactment or amendment thereof for the time being in force.

13.0 **Applicable Law**

13.1 English Law shall apply to the Contract and the parties agree exclusive jurisdiction of the English Courts.

14.0 **Schedule of Reimbursement**

14.1 Not Applicable.

## **Privacy Statement- Customers**

This is the privacy statement of The TTE Technical Training Group and Subsidiaries, registered at Edison House, Middlesbrough Road East, Southbank, Middlesbrough, TS6 6TZ, United Kingdom.

This statement sets out what information we collect about you, how we handle that data, how we maintain security of that data and your legal rights.

For more information please see our website Home | [tte.co.uk](http://tte.co.uk)

**Please read these terms before sending us information about yourself either via post, electronically or online.**

### **What we do?**

TTE is a group of companies who provide training of Apprenticeships, Study Programmes, various short courses both accredited and non-accredited, Complex courses, as well as providing bespoke technical training to address global training solutions.

TTE employ qualified trainers and Assessors and will work with relevant third parties, including Sub-Contractor training providers and Awarding Bodies to support the candidate throughout the term of the learning.

### **What information we will collect about you?**

If you book onto a course TTE will collect personal data as identified below. This information is required to ensure that we can communicate with you regarding the learning experience and requirements and to ensure that we are communicating with the correct candidate. It is also required by the relevant awarding body for the purposes of issuing certification.

#### **Information collected:**

- Name of candidate
- Address of candidate if applying as an individual.
- Telephone contact and email address
- If the training is requested by a company, then the company address and company contact details will be required
- Date of birth of candidate
- Gender
- Home address
- Details of relevant experience and competencies/qualifications to support your application
- Photograph
- Previously achieved qualifications (certificates /letters from employers)

### **How we use your information?**

- TTE will use the information we collect to communicate with the Individual or business regarding the qualification being studied and to verify identity
- Forward any certification onto the individual or business as appropriate
- Share with the relevant Awarding Bodies/Third Parties as identified in the Sharing of Information section below
- For administrative and internal statistical recording
- Prevent crime and fraud

## Who we share your information with?

- Employees of TTE who have a requirement to know your information so that the training delivery and support can be carried out effectively throughout the term of the learning. Only relevant information would be shared with relevant persons
- Relevant persons would include: Trainers and Assessors, Booking administrators, Certificate registration personnel and Finance

Relevant Sub-contracted Training Providers is applicable:  
In this instance the Sub-contractor would be

Relevant Awarding Bodies:  
In this instance the Relevant Awarding Body and their website would be

- Government Bodies where we are required to:
  - Comply with our legal obligations
  - Exercise our legal rights (e.g. pursue a court case for non payment etc.)
  - For the detection and prevention of fraud and crime

In the case of Apprenticeships we will have an obligation to share information with Ofsted, Education Skills Funding Agency as well as any of the above.

In the case of International bespoke training delivery programmes we will have an obligation to share information with Border agencies if requested, as well as the above.

- As an organisation pursuing delivery of training, we may sometimes need to process your data to comply with a legal obligation, as a necessity for the performance of a contract; in exceptional circumstances (i.e. where you are taken to A&E and they may require specific medical information we hold that you are unable to communicate yourself) or to pursue our legitimate business interests, for example to prevent fraud, for administrative purposes or reporting potential crimes.

## Our legitimate interests are:

- Network security – as specified in our IT governance policies to protect customers and learners data from abuse by registered users
- Personalisation – analytics to inform on our marketing strategy
- Evidential purposes associated with the CCTV system
- Employee relations to provide information to book business travel
- Direct marketing to provide update on details of activities and upcoming events
- Web analytics to support our social media posts, page views, reviews, followers, etc.
- Course feedback for internal analytics to act upon any recommendation, opportunities for improvements and customer feedbacks.
- To support our business improvement we will never process your data where these interests are overridden by your own interests.

### **How we maintain security of your data?**

- TTE only share will the relevant people/organisations as indicated above
- TTE ensure that any information stored is stored securely and protected from access by non-authorised persons
- Security controls are in place to ensure that electronic systems are protected from non authorised access
- TTE will only store your data for a maximum of 6 years to comply with financial regulations, unless funding has been obtained (predominantly in the case of Apprenticeships) in which case the regulations stipulate information to be kept for 13 years
- TTE regularly review Awarding Bodies websites to ensure that they contain relevant privacy notices that are compliant with legislation
- TTE's contractual documentation with subcontractors expressly states that subcontractors must be compliant with legislation around Data Protection

### **Your legal rights:**

- Make a request in writing to see what information we hold for you
- To ask us to amend any data that we hold that is incorrect
- To request we remove all data that we hold about you (as long as this is not in breach of legal/contractual or legitimate interests)

Should you wish to exercise any of the above rights above please contact us by email:  
[gdpr@tte.co.uk](mailto:gdpr@tte.co.uk)