



Vital Workplace Training

The pulse for workplace training

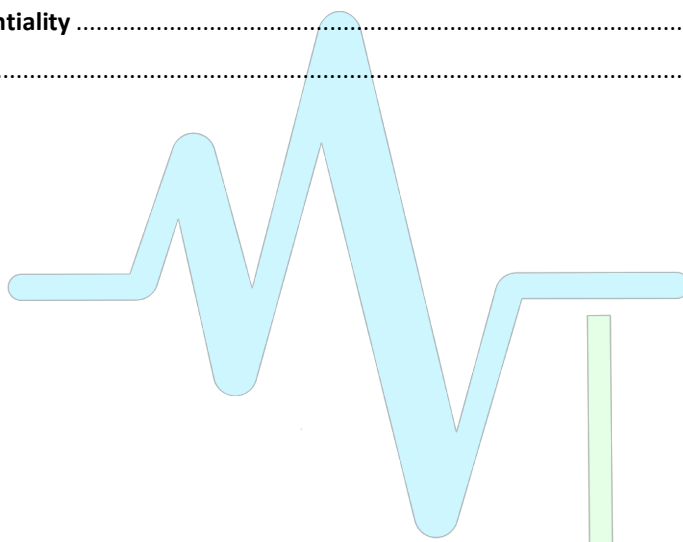
# Terms of Service

## Part 1- Terms of Payment

[www.vitalworkplacetraining.com](http://www.vitalworkplacetraining.com)

## Contents

<b>Pricing of Products and Services</b> .....	2
Quotes .....	2
Invoices .....	2
<b>Terms of Payment</b> .....	2
General .....	2
Training courses .....	2
Products and Goods .....	2
Refunds .....	3
<b>Credit</b> .....	3
Credit References and Checks .....	3
<b>Delinquent Payments</b> .....	3
<b>Liability</b> .....	3
Force Majeure .....	3
<b>Data Protection and Confidentiality</b> .....	4
<b>Legal Notices</b> .....	4



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## Pricing of Products and Services

The price payable for the Product or Service shall be the listed price found on the most current Price List of **Vital Workplace Training Group Ltd**, commencing on the Purchase date, unless explicitly stated in writing elsewhere.

**Vital Workplace Training Group Ltd** reserves the right to increase the price from that advertised on any platform at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

All prices are exclusive of Value Added Tax. **Vital Workplace Training Group Ltd** will charge at the appropriate rate of VAT in the trading region where the Product or Service has been sold.

Prices do not include travel, accommodation, meals, or other related expenses unless explicitly stated.

Prices are in Great British Pounds (GBP). Products or Services offered to other countries will be charged at the most current exchange rate at the country's original currency.

## Quotes

Where a Quote has been issued, the price stated may not match the listed price. Quotes are only valid until the expiry date published. The most recent quote supersedes all previous Quotes and **Vital Workplace Training Group Ltd** reserve the right to cancel, amend, change or withdraw a Quote at any time until an agreement has been met and the Quote has been accepted by both parties.

## Invoices

When an invoice is issued, **Vital Workplace Training Group Ltd** follow the legal framework that applies in issuing invoices. Prices on invoices are final and subject to the full Terms of Payment as set out in this document. By paying the invoice you agree to be bound by the full Terms of Service for the respective Product or Service

## Terms of Payment

### General

Payments can be made by cash, cheque, debit or credit card, bank transfer. **Vital Workplace Training Group Ltd** does not accept Cryptocurrency as full or part payment for any Product or Service.

In all purchases made from **Vital Workplace Training Ltd**, a Contract of Service is formed between the Customer or Client and **Vital Workplace Training Group Ltd**. By making a payment to **Vital Workplace Training Ltd**, you hereby agree to be bound by terms laid in this and any other Terms of Service document issued by **Vital Workplace Training Group Ltd** and are liable for any outstanding balances, unless otherwise stated.

All Products and Services fall under the Consumer Protection Regulations of the United Kingdom and benefit from a Cooling Off Period of 14 days from the date of purchase, unless otherwise stated.

### Training courses

Where the Product or Service relate to the provision of a Training Course, **Vital Workplace Training Group Ltd** require a payment of no less than **50% of the outstanding balance** to be made and funds cleared in to a company account, no later than **14 Days** before the Course Start Date. After this, the **Full Balance must be settled** no less than 24 hours **before the Course Start Date**. For purposes of this clause, if the Training Course started on a Monday at 9am, the full balance must be settled before Sunday 9am.

Booking made less than **14 days** before the Course Start Date will be completed on a case by case basis, confirmed in writing by an employee of **Vital Workplace Training Group Ltd**

**Please Note: Once a Training Course starts, you expressly forfeit your right for a Cooling Off Period under the Consumer Protection Regulations of the United Kingdom and will remain liable for the full balance of outstanding monies.**

### Products and Goods

Where Product or Services involve the dispatch and delivery of physical goods, payment is required **5 Working Days** prior to delivery or as otherwise agreed in writing. Goods will only be dispatched upon receipt of full balance.

Where pre-agreed by **Vital Workplace Training Group Ltd**, a payment may be agreed by Purchase Order (from a company based within the UK only). Where payment by Purchase Order is agreed these Terms and Conditions shall

remain in full force and no variation to these Terms and Conditions is accepted by **Vital Workplace Training Group Ltd** on a Product or Service whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by **Vital Workplace Training Group Ltd** on the Product or Service in writing.

Where agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

## Refunds

**Vital Workplace Training Group Ltd** will endeavour to provide a full refund on any Product sold if **Vital Workplace Training Group Ltd** was found to be at fault in not meeting your Consumer expectations.

Refunds on Training courses will be subject to the Cancellation Policy

## Credit

**Vital Workplace Training Group Ltd** do not and will not offer credit facilities to any individuals, companies, or organisations at any time. Where a Purchase Order has been agreed, **Vital Workplace Training Group Ltd** reserve the right to require the full balance to be settled at any time.

## Credit References and Checks

**Vital Workplace Training Group Ltd** reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require full payment of Products or Services prior to confirming a booking.

## Delinquent Payments

**Vital Workplace Training Group Ltd** reserves the right to withhold, cancel, change, amend or reduce Service from accounts that fall into arrears. Under Consumer Credit laws, **Vital Workplace Training Group Ltd** can and will enforce the rules under Delinquent Payments after a maximum period of 30 days from Settlement Date

**Vital Workplace Training Group Ltd** is entitled to charge statutory interest (8% plus the current Bank of England Base Rate) per Month or part thereof on overdue payments of any kind.

If a reasonable conclusion is not met to settle arrears on an account within 180 days, **Vital Workplace Training Group Ltd** reserves the right to use any or all legal methods available.

## Liability

The total liability of **Vital Workplace Training Ltd** for any loss or damage shall not exceed the price payable for the Product or Services, except in cases of direct physical damage to the Client's property, personal injury or death through action, inaction or negligence of an employee of **Vital Workplace Training Ltd**

**Vital Workplace Training Ltd** shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

In the case of Medical products, First Aid equipment or any item listed as Personal Protective Equipment, **Vital Workplace Training Group Ltd** accepts no liability for death, serious injury, loss of property or money or damages made to reputation, business or goodwill as a direct result of a manufacturing fault or defect in the Product. By purchasing the Product, you agree that you understand its use and will follow the manufacturers guidance in its use.

**Vital Workplace Training Group Ltd** cannot accept liability for any embarrassment, defamation, bullying or penalties in the workplace, such as revoked the Right to Work or withdrawal of a work offer due to the incorrect Training Course was purchased or the Learner or Client failed to settle the full balance before the Course Start Date

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by **Vital Workplace Training Group Ltd** or its Training Providers shall be subject to correction without any liability on the part of **Vital Workplace Training Group Ltd**.

## Force Majeure

**Vital Workplace Training Group Ltd** shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any Act of God, fire, Act of Government or State (such as a State of Emergency due to a Pandemic), war, civil commotion, insurrection,

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Company No. 11997564

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embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If **Vital Workplace Training Group Ltd** is unable to perform its duties and obligations under this contract as a direct result of one or more such causes, a representative of **Vital Workplace Training Group Ltd** shall give written notice to the Client of such inability stating the cause in question.

## Data Protection and Confidentiality

The policy of **Vital Workplace Training Group Ltd** with respect to data protection is detailed in its Privacy Policy which should be read in conjunction with the full Terms of Service.

All financial information is processed under the strict regulations from the Financial Conduct Authority and transaction details will never be shared with Third Party organisations, unless in the case of suspected criminal activity.

From time to time, **Vital Workplace Training Group Ltd** may check past payment history in conjunction with a credit reference check to confirm Client eligibility. This information will not be shared with Third Parties of any kind (except in the case of legal proceedings)

## Legal Notices

The Contract shall only become effective at the Confirmation Date.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of **Vital Workplace Training Group Ltd**.

**Vital Workplace Training Group Ltd** may assign or sub-contract the whole or any part of the Contract to any person, firm, or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

