**VERY IMPORTANT:** By booking a place on a Group or Virtual course with us, you agree to be bound by these terms and conditions.

# 1.0 Booking

- 1.1 **Booking:** You must book and pay for your course no later than 21 calendar days from the date shown on our letter of invitation to you.
- 1.2 Failure to book: If you fail to book and pay for a place within 21 calendar days you may not be eligible to go on the course and this will lead to a notification and review of your original offence by the Police.
- 1.3 **Specific requirements:** Please tell us at the time of booking about any specific requirements (for example impairment, disability and/or access requirements that you want us to consider so that we can make suitable arrangements).

# 2.0 Payment

- 2.1 **Payment:** You can pay using most debit and credit cards or by cash. If your course is less than 21 days from the date on which you made your booking, you must pay by debit or credit card.
- 2.2 If you book but do not make the payment at least 14 days before the date of the course you have booked, you will be removed from the course and this will lead to a notification and review of your original offence by the Police
- 2.3 Cash: In order to pay by cash you must request this option through our Customer Care Team at time of booking. If you pay by cash we must receive your payment within 14 days from the date of booking to secure your place. If your cash payment is not received within 14 days from the date of booking then your course will automatically be cancelled.
- 2.4 **Instalments:** You can pay by instalments by setting up a payment plan using no more than 3 instalments. The first payment will be £25. All outstanding fees must be paid at least 14 days prior to your course date. If you choose to pay by instalments and fail to clear all outstanding fees by this deadline then your course will automatically be cancelled. Rescheduling fees as per clause 3.2 will apply.

# 3.0 Rescheduling

- 3.1 **Rescheduling your Standard booking more than 14 days before your original course date:** If you reschedule with more than 14 days before the original course date you will not be required to pay a rescheduling fee. Original booking clauses apply.
- 3.2 **Rescheduling your Standard booking less than 14 days before your original course date**: If you reschedule with less than 14 days before the original course you will be required to pay a rescheduling fee of £10. Original booking clauses apply.

### 4.0 Attendance

- **4.1 Completing a face to face course:** You must satisfactorily complete the course. This involves arriving on time, being present for the entire duration and fully taking part. The trainer will decide in his or her sole discretion if you have completed the course. You must switch off any mobile communication devices for the duration of the course. When you attend the course you cannot take anyone else with you (unless it is necessary in order to meet a specific requirement as per clause 1.3 and agreed with us beforehand) or take pets as there are no facilities to accommodate them at the training venues. Smoking and electronic cigarettes are not permitted to be used inside the venue.
- **4.2 Completing a virtual course:** You must satisfactorily complete the course. This involves joining on time, being present for the entire duration and fully taking part. The trainer will decide in his or her sole discretion if you have completed the course. When you join the course you must not have anyone else with you (unless it is necessary in order to meet a specific requirement as per clause 1.3 and agreed with us beforehand).

### 5.0 Non-Attendance

- 5.1 Exceptional circumstances: If, for example you suffer a bereavement, there are medical reasons or you are a parent or carer and your dependant is taken ill and you are not able to attend you will be able to reschedule your course in accordance with clause 3.1 or 3.2. A full refund of this reschedule fee will be made by emailing or calling our Customer Care Team and following receipt of satisfactory documentary evidence e.g. medical certificate.
- 5.2 Any other reason: You may book another course, if one is available, and pay a rescheduling fee as described in clause 3.2.

#### 6.0 Non-Completion

You will fail to complete your course if:

- 6.1 You arrive/attend late: You will not be allowed to join the course if you arrive/attend after the course start time. You may still have the opportunity to reschedule your course as described in clause 3.2 and by calling out Customer Care Team. If you fail to attempt to make a new booking this will lead to a notification and review of your original offence by the Police
- 6.2 **Personal identification is not provided:** When you attend a face to face course, you must produce suitable photographic identification for example driving licence or passport. If you do not have photographic ID, you must bring another form of identification, for example an original utility bill (gas, electricity or home phone) or council tax bill or a bank or credit card statement that we can match with your details given to us by the Police). If you fail to establish your identity satisfactorily you will not be allowed entry on to the course. You may still have the opportunity to reschedule your course as described in clause 3.2. If you fail to attempt to make a new booking this will lead to a notification and review of your original offence by the Police.
- 6.3 You are deemed unfit to take part: Any evidence that you are under the influence of drugs or alcohol will result in your removal from the course. In these instances you will not be able to reschedule and it will lead to a notification and review of your original offence by the Police. You will not be eligible for a refund.
- 6.4 You are deemed to be abusive, disruptive or fail to take part fully: If, in the opinion of the trainer, you are abusive and/or disruptive or you fail to participate during the course you will be asked to leave. In these instances you will not be able to reschedule and this will lead to a notification and review of your original offence by the Police. You will not be eligible for a refund.

### 7.0 Cancelling

- 7.1 **Cancelling:** You may cancel your booking up to 5 days in advance. If you cancel more than 14 days in advance you will be refunded your full course fee. If you cancel less than 14 days in advance, an admin fee of £10 will be retained.
- 7.2 If we cancel the course: If we cannot deliver your course for any reason outside our control, we will make every effort to contact you via text or email message advising you of any disruption or cancellation. Once the course is cancelled you must contact us to reschedule as soon after the course date as possible. You will not have to pay any extra charge to reschedule. If you do not wish to reschedule your course then we will provide a full refund on application by email through our Customer Care Team.

#### 8.0 Liability and Data Security

We will not be liable under these terms and conditions for any loss or damage caused by us or our employees or agents in circumstances where:

- i) There is no breach of a legal duty of care owed to you by us or by any of our employees or agents; or
- ii) Such loss or damage is not a reasonably foreseeable result of any such breach.

Your personal data will only be used for purposes in relation to operating the Victim Awareness Course scheme. Your personal data will not be made available outside of the Victim Awareness Course scheme and will only be kept for a period of time necessary to operate the scheme.

We shall also not be liable for any increase in loss or damage resulting from breach by you of any term of this contract.

Nothing in this contract of sale will affect your statutory rights or in any way exclude or limit our liability to you for death or personal injury resulting from our negligence.