

## General Terms and Conditions

The following Terms and Conditions are Mitera Training Academy's course booking conditions that become binding when an Mitera Training Academy training course is booked.

- Payment for the course fee must be received by Mitera Training Academy with 7 days of course booking.
- Courses will only be confirmed as booked upon receipt of full course payment.
- Refunds for cancellations will only be given if notice is received by Mitera Training Academy at least 1 week prior to the course start date, otherwise Mitera Training Academy will be entitled to a cancellation fee in accordance with the following sliding scale, however should the Customer be able to substitute the original candidate with a suitable replacement then no cancellation fee will be applicable,

1 week or more notice 100% Rebate

3-6 days notice 50% Rebate

1-2 days notice no Rebate.

## Funded Training (WDF And Essential Training)

The Terms and Conditions also apply to funded training. By agreeing to the Terms and Conditions you agree that you have authority to sign this agreement on behalf of your organisation. You understand that this is not free training but is fully funded by the WDF or Skills for Care and to be eligible for the funding the organisation must be compliant with the criteria. If by the end of the programme the organisation is not compliant, you agree to pay the following course fees to Mitera Training Academy:

- £500 per person for Lead to Succeed
- £500 per person for Well Led
- £140 per person for End of Life
- £170 for the Rapid induction Programme

If the course is funded through the Workforce Development Fund it will be the responsibility of the organisation to claim the funding via the Cornwall Adult Health and Social Care (CAHSC) once compliant.

Furthermore, I agree that if a place is cancelled less than 14 days prior to the commencement of the programme (substitutions are acceptable) or if a learner fails to complete the programme, the organisation will be liable for the full cost as funding will not be available.

## Further Terms and Conditions

- The course fee includes Tuition, Training Materials, Manuals and Handouts as appropriate to the course.
- Any additional facilities or resources required during the duration of the course but not specified and included in the course fee, will be invoiced separately and payable on receipt of such an invoice.
- It is the Customer's responsibility, having referred to the relevant course literature, to ensure that all learners have the necessary knowledge and understanding to undertake that particular course, and that the course is appropriate for the Customer's and learner's requirements.
- Mitera Training Academy will make every effort to deliver the course to the student in a manner which conforms to the highest standards, however, Mitera Training Academy will make no other guarantee, warranty or representation about quality, suitability or otherwise in relation to the course or course content. Mitera Training Academy accepts no liability in the event that the content of the course does not meet the Customer's or student's requirements.
- All students will be required to abide by any site security or Health & Safety measures operating at the course location. Mitera Training Academy and its officers reserve the right to deny any learner access to its premises or courses, when in its opinion, the learner is deemed to have acted in a manner which is

detrimental to the safety of, or contravenes the rules governing the operation of, the facilities or associated facilities at the training location. Under these circumstances no refund will be given.

- Mitera Training Academy and its officers reserve the right to deny any learner access to its premises or courses, when in its officers' opinion, the learner is deemed to be a disruptive influence. Under these circumstances, no refund will be given.
- All intellectual property rights, including copyright, patents, design rights and know how in or relating to the course or course materials provided or made available in connection with the course shall remain the sole property of Mitera Training Academy and no copies of course materials may be made unless expressly agreed in writing by Mitera Training Academy. The Customer agrees for itself and on behalf of its learners that by booking a course or courses it will be bound by and will comply with any licenses and/or agreements applicable to course materials and/or the delivery of such course materials and services.
- Neither party may, without the written consent of the other, assign any of the benefits or obligations of these Terms and Conditions to any third party, however, Mitera Training Academy may without the consent of the Customer, assign to a connected company the benefit of all or any of its rights under these terms and conditions and cause all or any of its obligations to be performed by an affiliate company in connection with, or for the purposes of, facilitating a re-organisation. For the purposes of this condition an "Affiliate" means "a Company which is a subsidiary or a Holding Company of the contractor or which is a Holding Company or a Subsidiary of such Holding Company, where "Holding Company" and "Subsidiary" shall have the meanings defined in Section 735 of the Companies Act 1985.

**Once you have booked a course the following information will be sent to you:**

- **Receipt of payment**
- **Course confirmation (includes date, time and venue).**
- **Personal equipment required to complete the module being attended.**
- **Travel information together with a map.**