

Training Terms & Conditions

1. Definitions

- **“We”, “Us”, “Our”**: Friends, Families and Travellers
 - **“Client”**: The individual, local authority, or organisation purchasing training
 - **“Delegate”**: Any individual attending the training
 - **“Training”**: Any course, workshop, or learning programme (in-person, online, or LMS-based)
 - **“Services”**: The delivery of Training and associated materials
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2. Contract Formation

2.1 A legally binding contract is formed when:

- A purchase order (PO) is issued and accepted; or
- Written confirmation of booking is provided by the Client and accepted by us

2.2 Where the Client is a public authority, their standard procurement terms may apply.

In the event of conflict:

- These Terms apply unless formally superseded in writing

2.3 No variation to these Terms is valid unless agreed in writing by both parties.

3. Pricing, Invoicing & Payment

3.1 All fees are stated in GBP and exclusive of VAT unless specified.

3.2 Public sector clients:

- Invoices will be issued upon receipt of a valid PO
- Payment terms: **30 days from invoice date**

3.3 We reserve the right to:

- Charge interest under the **Late Payment of Commercial Debts (Interest) Act 1998**
 - Suspend delivery or certification where payment is materially overdue
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4. Delivery Standards

4.1 We will deliver Training:

- With reasonable care and skill
- In accordance with agreed specifications and learning outcomes

4.2 We will:

- Ensure trainers are appropriately qualified and experienced
- Maintain appropriate insurance (including public liability and professional indemnity)

4.3 We reserve the right to:

- Substitute trainers of equivalent competence
- Modify content where required to reflect best practice, legislation, or safeguarding considerations

5. Safeguarding, Equality & Professional Standards

5.1 We operate in line with:

- Equality, diversity, and inclusion principles
- Safeguarding obligations where applicable

5.2 Behaviour that is discriminatory, abusive, or disruptive will result in removal from training without refund.

6. Cancellation, Transfers & Substitutions

6.1 Cancellation by Client

All cancellations must be made in writing.

- **30+ days** → full refund (less £25 admin fee)
- **14–30 days** → 50% of fee payable
- **<14 days** → 100% of fee payable

6.2 Transfers

- Permitted at no cost with 14+ days' notice
- Within 14 days → at our discretion, fee may apply

6.3 Substitutions

- Delegates may be substituted at any time with written notice

6.4 Non-attendance

- Treated as full cancellation → no refund

6.5 Discretion

We may vary these terms in exceptional circumstances, particularly where aligned with public sector equality or safeguarding considerations.

7. Cancellation or Rescheduling by Us

7.1 We may cancel or reschedule due to:

- Insufficient bookings
- Trainer unavailability
- Events beyond our control

7.2 The Client will be offered:

- A full refund; or
- An alternative date

7.3 Liability is limited to fees paid. We are not liable for:

- Travel or accommodation costs
 - Indirect or consequential losses
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8. CPD Accreditation & Certification

8.1 Where applicable, Training is designed to meet **Continuing Professional Development (CPD)** standards.

8.2 Certificates will be issued where:

- The Delegate attends the full session; and
- Any required participation or assessment criteria are met

8.3 We reserve the right to:

- Withhold certification where criteria are not met
- Withdraw or amend CPD claims if standards or requirements change

8.4 CPD hours are indicative and based on:

- Guided learning time
- Stated learning objectives

We do not guarantee recognition by all professional bodies.

9. Online Training & LMS Compliance

9.1 Where Training is delivered digitally:

- Access is granted for a defined period: **either 6 or 12 months**
- Access is limited to named users unless otherwise agreed

9.2 The Client must ensure:

- Delegates do not share login credentials
- Access is not misused or redistributed

9.3 We reserve the right to:

- Monitor usage for compliance
 - Suspend access for breach
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10. Data Protection & Information Governance

10.1 We comply with:

- **UK GDPR**
- **Data Protection Act 2018**

10.2 We act as:

- **Data Controller** for booking/admin data
- **Data Processor** where delivering training on behalf of a public authority (if applicable)

10.3 Personal data will be used for:

- Training delivery
- Certification
- Relevant communications

10.4 We will:

- Implement appropriate technical and organisational security measures
 - Not transfer data outside the UK without safeguards
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11. Confidentiality

11.1 Both parties agree to keep confidential any sensitive information disclosed during the provision of Services.

11.2 This includes:

- Training discussions
 - Organisational data shared during sessions
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12. Intellectual Property

12.1 All proprietary training materials, including but not limited to slides, course content, frameworks, and delivery methods, remain the intellectual property of Friends, Families and Travellers.

12.2 The Client is granted a non-exclusive, non-transferable licence to use such materials for internal learning purposes only.

12.3 The following are strictly prohibited without prior written consent:

- Reproducing training materials in full or in part
- Delivering training based on our materials
- Commercial use of training content

12.4 This clause does not apply to materials that are already in the public domain or explicitly identified as shareable resources.

13. Training Materials & Additional Resources

13.1 Delegates may be provided with supplementary materials following training, including:

- Slides (where applicable)
- Resource lists
- Links to publicly available content

13.2 Unless otherwise stated:

- Materials may be shared internally within the Client's organisation
- Materials must not be altered, rebranded, or presented as the Client's own

13.3 We do not restrict the use of materials that are already publicly available; however, we are not responsible for their ongoing accuracy or availability.

14. Liability & Insurance

14.1 We maintain appropriate insurance, including:

- Public liability
- Professional indemnity

14.2 Nothing excludes liability for:

- Death or personal injury caused by negligence
- Fraud

14.3 Subject to the above:

- Our total liability is limited to the total contract value

14.4 We are not liable for:

- Loss of profits
 - Loss of business
 - Indirect or consequential losses
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15. Force Majeure

We are not liable for failure to perform due to events beyond our control, including, but not limited to:

- Illness
 - Industrial action
 - Transport disruption
 - Government restrictions
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16. Complaints & Quality Assurance

16.1 Complaints must be submitted in writing within 14 days.

16.2 We will:

- Acknowledge receipt promptly
- Investigate and respond within a reasonable timeframe

16.3 Feedback may be used for:

- Quality assurance
 - CPD compliance monitoring
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17. Audit & Monitoring

17.1 Where required by a public authority, we will:

- Provide reasonable evidence of delivery
- Cooperate with audit or evaluation processes

17.2 This may include:

- Attendance records
 - Feedback summaries
 - Outcome reporting (where agreed)
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18. Governing Law

These Terms are governed by the laws of England and Wales.

19. Entire Agreement

These Terms constitute the entire agreement unless superseded by a formal written contract.

20. Contact Details

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UK Registered Charity (No. 1112326)
