**Terms and Conditions of Service**

**1. About Us**

CMT Training Services Limited is registered with Companies House number 13167098. We own and operate the website www.cmttrainingservices.com.

**2. Definitions**

In these terms and conditions, the following words will be given these meanings:

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| 'Agreement' | refers to these terms and conditions. |
| 'Business hours' | Monday to Thursday between 08.30am and 05:00pm, and Friday between 08:30am and 04:00pm except Bank holidays (recognised in England). |
| 'Company' | refers to CMT Training Services Limited and also referred to as 'CMT', 'the Company', 'Us' or 'We'; |
| 'Commencement' | means the date from when the term of this contract starts. |
| 'Client' | refers to the organisation, group, association, any business or individual to whom we provide services. Also referred to as 'You'; |
| 'Candidate' | refers to the individual booked on a training course or national vocational qualification. |
| 'Instructor' | refers to any employee, subcontractor, provider or agent working on behalf of CMT Training Services Limited |
| 'Training Centre' | refers to the place where training and/or testing is being delivered |
| 'Quotation' | refers to any written communication from CMT that includes costs or date availability |

**3. Interpretation**

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

**4. Term**

When making a booking for training courses, we will confirm the details to you in writing and from the date that a confirmed booking is placed a contractual agreement with us for the full services booked will be in force. Any changes, cancellations and refunds are subject to these terms and conditions.

**5. Provision of Services**

These terms and conditions apply to all bookings made for our training courses and other services. They form a contractual agreement with us and include any Schedules attached or separately agreed. In addition to these Terms and Conditions, our Privacy Policy will apply to all agreements between us and our clients.

These terms and conditions shall apply to the provision of training services and courses by CMT Training Services, including the hire of our classrooms at our Training Centre.

CMT Training Services shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the UK training sector.

CMT Training Services shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services.

CMT Training Services shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

CMT Training Services shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes.

**6. Client's Obligations**

The Client shall provide all pertinent information to CMT Training Services that is necessary for the provision of the courses booked. A list of course attendees should be provided to us no later than 5-working days before the course date.

If services are to be provided at the Client's premises or any other location controlled by the Client, the Client shall ensure that CMT have access at the agreed times, the site specified is suitable for the requirements of the services and that it meets any relevant approved Codes of Practice as set out by CMT or any related Awarding Body.

Failure in the aspect of site suitability above may result in cancellation of the booking without notice and subject to cancellation terms.

**7. Health and Safety**

The client is solely responsible for ensuring all relevant insurance policies are in place and current for any services taking place at the client's site. Any equipment owned by or hired to the client for use by candidates and/or CMT instructors must be in a safe working condition and fit for purpose.

**8. Late Arrival**

Our instructors will endeavour to accommodate candidates who are slightly late for course start times for genuine reasons. If, in the opinion of the instructor, the late candidate has not missed much of the course and can make this up during the day, the candidate will be allowed to join the course. If, in the opinion of the instructor, the candidate cannot make up the missed work, they will not be allowed to join the course and will be charged in full.

In the case of accredited testing or assessments, if candidates are late, they will not be allowed to complete their testing in line with the Awarding Body Scheme Rules and will be charged in full. Test times will be provided to candidates by the instructor or CMT prior to the test date.

**9. Training Pre-Requisites**

Failure of any element of a course or test that is a prerequisite for subsequent elements will result in part or all of the booking being charged in full. Additionally, failure to supply any prerequisite documents or comply with other requirements prior to the commencement of the course or test will result in part or all of the booking being cancelled and charged in full.

**10. Candidate Information**

For training courses involving elements of a practical nature, candidates are required to provide their own Personal Protective Equipment (in clean and working order) as detailed on the Joining Instructions issued. Additionally, candidates must be physically fit to withstand the rigours of training. The onus is entirely on the candidate to ensure their fitness and suitability to undergo training and CMT cannot and will not accept any responsibility in this regard. Consumption of any alcohol or illegal substances is not permitted before or during any CMT courses or testing. If there is any evidence of such, instructors are obliged to refuse to train/test the candidate.

Equipment must not be removed from the training environment. Any damage caused by wilful misuse or negligence will be invoiced to The Client.

**11. Cancellation, Substitutions and Refunds**

If the Client needs to cancel or change the date of a course, CMT will endeavour to accommodate the request, which may depend on course and instructor availability. If the change is within the cancellation terms, it will be deemed a cancellation of the booking. The booking will be subject to the following terms unless terms were detailed within the quotation: if the change is requested within:

- 0-14 days of the booked date, the change will be deemed a cancellation and will be charged at 100% of the total booking amount
- 15-28 days of the booked date, the cancellation will be charged at 50% of the total booking amount
- Any reduction or variation in the cancellation fee is solely at the discretion of CMT Training Services.

Substitute candidates will be accepted with an admin fee of £25.00 if the course is within the cancellation term (as shown above) unless there are additional charges accrued from an instructor or Awarding Body.

CMT reserve the right to cancel courses if insufficient candidates are not available to make running of the course viable.

Full refunds will be given in the event of a total cancellation by us and where the services cannot be rescheduled.

**12. Refresher Course Bookings**

It is the Client's responsibility to ensure that Candidates are eligible to attend any refresher course and that any prerequisite certification remains valid at the time of training.

Refresher course bookings may be accepted before certification has been verified; however, valid certification must be provided upon request.

If it is identified that the required certification has expired after the booking has been confirmed, the booking will be subject to the Company's Cancellation Policy, and the applicable cancellation charges will apply.

**13. Delivery at Client Site**

When making a booking for an onsite course, the client will be asked to complete the onsite delivery checklist as provided by CMT which will need to be submitted before the booking to confirm all site specifications are met and the equipment is available for use.

The Client will be responsible for providing the venue, equipment and machinery as detailed in the onsite delivery checklist and associated documents to facilitate the delivery of the training.

The Client shall ensure that the site is fully accessible, safe, and ready for training on the scheduled date(s). If the site is not accessible or adequately prepared, we reserve the right to consider the training as 'failed to complete' due to Client related issues.

If training is not completed due to the Client's failure to provide including but not limited to the venue, equipment, machinery, personnel, or access as required, the training will be cancelled and chargeable in full.

**14. National Vocational Qualification (NVQ)**

Clients are required to make an initial payment of 50% for each NVQ category before the booking can be processed unless otherwise agreed in writing. This is to cover the cost for the administration, registration and portfolio expenses that CMT are required to settle upon commencement of the NVQ.

The initial 50% upfront payment is non-refundable.

Upon completion of the NVQ, the Client will be charged the remaining 50% balance.

If the NVQ extends beyond the specified period below, the invoice for final payment will be issued regardless of the NVQ completion;

The NVQ timeframes are:

L2 – Three months

L3 – Four months

L4 – Four months

L5 – Six months

L6 – Nine months

L7 – Nine months

Assessment Visits and Additional Charges:

The Client is responsible for ensuring candidates attend confirmed assessment visits on time and that all agreed facilities, machinery and equipment are available. The following charges may apply:

- Non-Attendance: If the candidate is not present at the confirmed location at the agreed date and time of the agreed NVQ Assessment visit, CMT reserve the right to charge the Client a no-show fee of £375.00 + VAT.
- Lateness: Where a candidate arrives late for a confirmed onsite assessment visit, CMT reserves the right to apply a reasonable additional charge, at its discretion, to cover any resulting costs or disruption.
- Early Departure: If a candidate leaves following induction without completing the scheduled assessment, CMT reserves the right to invoice the Client for the full outstanding NVQ balance.
- Unavailable Facilities or Equipment: If the required room, machinery or equipment is unavailable for the agreed assessment visit, CMT reserve the right to charge the Client a no-show fee of £375.00 + VAT.

For booking of any National Vocational Qualifications the client is responsible for the candidate having achieved a valid Health and Safety Touch Screen Test. Cards cannot be applied for without the candidate having a valid Health, Safety and Environment Test. To be classed as valid under the card scheme rules the Health, Safety and Environment Test must have been passed within 2-years from the date of application.

**15. Certificates**

The Company will be under no obligation to provide or issue any certificates or other similar documents to the Client, unless payment has been made and received in full.

Duplicate certification will be charged as per the Awarding Body cost incurred to CMT plus a £25.00 administration fee.

**16. Charges**

Course bookings are subject to availability. All applicable charges shall be advised and agreed with the Client prior to confirming a booking for courses.

**17. Payment**

The Client shall pay to the Company the agreed charge in return for training courses to be supplied as detailed. Any alteration or addition to the number of attendees may result in an increase in the charge under this contract.

Charges for training courses/tests are due for payment 30-days (or in line with your contractual agreement) from receipt of invoice. Payment can be made by credit card, or BACs transfer to the Company account. All charges are subject to VAT at the prevailing rate.

The Company reserves the right to cancel or suspend services under this contract, on a temporary or permanent basis, if payments due are not received by the Company.

**18. Late Payment**

Invoices not paid by the due date will be subject to interest at a rate of 8% of the gross invoice amount plus the Bank of England base rate of 0.5%, calculated on a daily basis. Additional fees for administration and legal costs will also be added to the outstanding amount where credit control and enforcement action become necessary.

**19. Discounts and Promotions**

Discounts are only available to eligible Client's as outlined in the specific promotion (e.g. new Clients, group bookings, returning clients) and are non-transferable, with no cash or credit alternatives.

All discounts are valid for a limited time only, may require a minimum spend or qualifying criteria, and may not apply to all courses, services, or products.

Only one discount or promotional offer can be used per booking unless otherwise stated. Discounts cannot be applied retrospectively to bookings made before the promotional period.

We reserve the right to request proof of eligibility, withdraw or amend any discount at our discretion, and refuse or cancel discounts in cases of suspected misuse.

If a booking is changed or cancelled, any discount applied may be forfeited and the standard rate will apply.

**20. Prize Draw**

Individuals who complete the course feedback form will be automatically entered into the monthly prize draw.

Feedback received is used to support the ongoing improvement of our courses and the services we provide.

At the end of each calendar month, four winners will be selected at random, with each winner receiving a £25 Amazon voucher.

Entry is limited to one per completed feedback form. Winners will be contacted using the details provided at the time of submission.

**21. Price Match Guarantee**

Our Price Match Guarantee applies to all accredited training courses and services we deliver in the UK, provided the alternative quotation is for the same course or service type, accreditation, duration, and delivery method.

To qualify, Clients must supply a valid written quotation from the alternative provider, dated within one month of our original quotation, showing full details of the service, location, and total price (verbal quotes or screenshots will not be accepted).

Claims must be submitted before a booking is confirmed and do not apply to discounts or promotional offers, flash sales, group discounts, bundled packages, or where the competitor cannot deliver at the required time or venue.

Additional costs such as travel, accommodation, or extras outside of the core service are excluded.

If eligible, we will match the competitor's quoted price. We reserve the right to verify any competitor quotation, and our decision on Price Match claims will be final.

**22. Company Personnel**

The Company shall appoint suitable trainers, testers or assessors to carry out services on behalf of the Company at their sole discretion. All appointed instructors will be checked to ensure they are suitably qualified and have the correct certification and accreditations as appropriate.

**23. Termination**

CMT reserves the right to terminate any Agreement in the following circumstances:

(i) failure to pay any sum due.
(ii) the Client is in material breach of any of these terms and conditions.
(iii) the Client is in liquidation or may be wound up due to insolvency.

**24. Insurance**

The Company shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

**25. Indemnity**

The Client shall indemnify the Company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the Company may suffer or incur in connection with a claim by a third party, resulting from a breach of the clients' obligations, undertakings and representations and warranties in connection with this contract.

**26. Limitation of Liability**

We warrant that we will provide the Services with reasonable care and skill. Except as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or by common law in connection with the supply of our services are excluded to the fullest extent permitted by law.

Nothing in these Terms and Conditions shall purport to exclude or restrict our liability for death or personal injury resulting directly from our negligence in carrying out services under this Agreement.

**27. Intellectual Property Rights**

All content of this website and our training materials, including graphics and logo remain the sole property of the CMT and are not to be copied, reproduced or distributed either in part of full, without our prior written consent.

**28. Confidentiality and Data Protection**

CMT will adhere to all national and EU data protection, data transfer, and data retention laws and regulations. We store all data securely.

All personal and sensitive information that you send to us or forms part of our communications, will be kept confidential and will not be given to any unauthorised third parties except as required by law. Personal data may be provided to third parties we use to provide our services, and we reserve the right to contact all course attendees with specific information in order to fulfil our contractual obligations and legitimate business interests. Further information about our use of personal data is explained in our Privacy Policy.

Any Client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual. Under data protection legislation all individuals have the right to access their personal data and when processing data on your behalf we will comply with the provisions of UK data protection legislation.

**29. Force Majeure**

While every effort will be made by the Company to provide training services, where accepted, the full performance of this contract is subject to variation or cancellation by the Company consequent upon an act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the Company.

In the case of extreme bad weather conditions, the Company reserves the right to cancel or reschedule courses and training, if the weather would cause a health and safety risk.

**30. No Waiver**

No failure or delay by either party in exercising any of the rights under this contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**31. Amendments to Terms**

CMT may revise these Terms and Conditions from time to time and will notify you of any material changes that apply during any relevant contractual period.

**32. Severance**

If one or more of the provisions of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of these terms and conditions and shall remain enforceable.

**33. No Partnership**

Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship other than the contractual relationship expressly provided for in these terms and conditions.

**34. Third Parties**

No part of these terms and conditions shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**35. Notices**

CMT Training Services is a limited Company registered in England & Wales, registered number 13167098. We can be contacted by email to hello@cmtrainingservices.com or by post to Oakley House, Headway Business Park, 3 Saxon Way West, Corby, Northamptonshire NN18 9EZ.

Notices sent to us by e-mail will be deemed to have been received twenty-four hours after sending.

**36. Governing Law and Jurisdiction**

These Terms and Conditions are governed by the laws of England, and its courts shall have exclusive jurisdiction in respect of any dispute or legal proceedings relating to any matter under this contract.