

# Terms and conditions

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Chapel House Training and Consultancy Limited (trading as ChTC)

**Registered office:**

14 Grimston Grange Grimston Grange Offices, Tadcaster, England, LS24 9BX

These terms and conditions explain how we work together, what you can expect from us, and what we ask of you. They are designed to provide clarity and help ensure a positive working relationship.

## 1. Terms of Engagement

1.1 All work undertaken by ChTC or its associates will be carried out in accordance with these standard terms and conditions, unless otherwise agreed in writing. Please read them alongside your proposal or engagement letter (where applicable), which will outline any variations.

1.2 For accredited training programmes, joining instructions will be available through the ChTC Advantage Learning Management System (LMS) 14 days before the programme starts. For non-accredited, in-house or bespoke programmes and events, joining information, including venue details where applicable, will be emailed at least 14 days before the start date.

### 1.3 Cancellations and transfers (business clients)

All cancellation requests must be made by email before the programme or event begins. For accredited programmes, requests to transfer to a later date must also be received by email before the programme starts.

- Accredited programmes: One transfer to another programme within 12 months is free of charge. Transfers to a programme more than 12 months from the original intended start date may incur additional charges to reflect market increases. Multiple deferrals may incur a flat rate £50 administration fee. Cancellations for our open accredited programmes:
- Cancellations received 61 days or more before the start date are free of charge.
- Cancellations received 30-60 days before the start date incur a charge of 10% of the total delivery fees
- Cancellations received 15-29 days before the start date incur a charge of 20% of the total delivery fees
- Cancellations received 0-14 days before the start date incur a charge of 35% of the total delivery fees.
- In-house, bespoke programmes and events: Cancellations received 61 days or more before the start date are free of charge, unless agreed content development work or planning has already been undertaken, in which case the agreed development / planning fee is payable in full.
- Cancellations received 30-60 days before the start date incur a charge of 25% of the total fees.
- Cancellations received 15-29 days before the start date incur a charge of 50% of the total fees.
- Cancellations received 0-14 days before the start date incur a charge of 100% of the total fees.

### 1.4 Cancellations and transfers (individual clients)

All cancellation requests must be made by email before the programme or event begins. For accredited programmes, requests to transfer to a later date must also be received by email before the programme starts.

- Accredited programmes: One transfer to another programme within 12 months of the initial programme date is free of charge. Transfers to a programme more than 12 months from the original intended start date may incur additional charges to reflect market increases. Multiple deferrals may incur a flat rate £50 administration fee. Cancellations for our open accredited programmes:
- In accordance with the consumer contracts regulations individual clients have a right to cancel within 14-days of making the booking without incurring fees.
- Individuals who book a programme within 14-days of its commencement are not covered by the consumer contracts regulations and would incur a 35% cancellation fee.
- Cancellations received 61 days or more before the start date are free of charge.
- Cancellations received 30-60 days before the start date incur a charge of 10% of the total delivery fees
- Cancellations received 15-29 days before the start date incur a charge of 20% of the total delivery fees
- Cancellations received 0-14 days before the start date incur a charge of 35% of the total delivery fees.

1.5 We reserve the right to cancel or reschedule a programme or event where necessary. If this happens, we will offer an alternative date, credit or refund. We cannot accept liability for consequential or indirect losses arising from such changes. While we aim to ensure all published programme information is accurate, changes may occasionally be necessary due to circumstances beyond our control.

## **2. Our Professional Commitments**

2.1 We will provide our services with skill and care, in line with applicable professional standards, regulations and guidance issued by our accrediting or membership bodies.

2.2 We will treat confidential information you share with us responsibly and keep it confidential, subject to our legal, regulatory and professional obligations.

2.3 As part of our commitment to quality, learner records may be reviewed periodically by independent quality reviewers from ILM or CMI. These reviewers are subject to appropriate confidentiality requirements.

2.4 We may work with other clients whose interests differ from yours. If we identify a conflict of interest relating to our work with you, we will notify you promptly and take appropriate steps.

## **3. Your Responsibilities**

3.1 You remain responsible for managing your business and making decisions about whether and how to implement any advice or guidance we provide.

3.2 You agree to provide complete, accurate and timely information relevant to the services we deliver.

3.3 If our team works at your premises, you agree to provide a safe working environment in accordance with applicable health and safety requirements. We will work with you to meet our respective responsibilities.

3.4 You agree not to solicit or employ any member of our staff who has worked on your affairs during the engagement or for six months after their involvement ends, unless we agree otherwise in writing.

## **4. Use of Our Advice and Materials**

4.1 Our advice and guidance are provided for your use and for the purpose agreed. You must obtain our prior written consent before sharing our advice with third parties. We accept no responsibility to third parties who rely on our advice or work without our agreement. Our materials are protected by intellectual property rights.

## **5. Confidentiality and Publicity**

5.1 We may wish to share examples of our work to demonstrate the value of our services. We will always seek your permission before identifying you publicly as a client. Unless you ask us not to, we may use references and feedback you provide in proposals and marketing materials. We cannot control what the media may publish independently.

5.2 Unless otherwise agreed in writing, you authorise us to contact relevant individuals to deliver our services and to share information reasonably necessary for that purpose. We will handle such information in accordance with our confidentiality and data protection obligations.

5.3 We respect the confidentiality of all our clients. We will not disclose or use confidential information obtained from another client for your benefit.

## **6. Documents and Intellectual Property**

6.1 We retain ownership of the intellectual property rights in our materials, resources, methodologies and other work created or supplied as part of our services, unless otherwise agreed in writing.

6.2 You agree to respect the confidentiality of our proprietary methodologies, processes and technologies.

6.3 We securely retain our records in electronic format for three years after qualification, after which they are deleted in line with GDPR requirements.

## **7. Fees and Payment**

7.1 Unless otherwise agreed in writing, our fees reflect the nature and complexity of the work, the skills and experience required, the level of responsibility involved and the time spent.

7.2 Fee estimates are indicative unless expressly agreed as fixed fees. We will let you know if we expect an estimate to be exceeded. Fees and expenses will be invoiced at appropriate intervals, and we may request payment on account for work requiring significant time or investment.

7.3 Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date. If payment is overdue, we may suspend ongoing or future work until payment is received. We also reserve the right to charge interest and recover eligible debt recovery costs in accordance with applicable late payment legislation, and to take appropriate steps to recover outstanding sums. If you anticipate any difficulty paying an invoice, please contact us as soon as possible so we can discuss the situation.

7.4 If we receive a commission or other benefit for an introduction or transaction arranged on your behalf, we will disclose the relevant details to you in writing.

7.5 Programme and event fees include tuition, documentation and any additional benefits specified in our proposal or booking information. Accommodation and travel costs are excluded unless expressly stated otherwise.

## **8. Complaints**

8.1 We want you to have a positive experience working with us. If you are unhappy with our fees, service, work or the conduct of a team member or associate, please submit your complaint in writing to ChTC.

8.2 Please raise any concerns as soon as reasonably possible after becoming aware of them. Complaints about invoices should be submitted within 15 working days of the invoice date.

8.3 We will acknowledge your complaint in writing within seven working days and investigate it fairly. We aim to provide our findings and proposed resolution within 15 working days of receiving the complaint. If more time is needed, we will keep you informed.

8.4 If we are unable to resolve your complaint to your satisfaction, you may refer it to the relevant professional body, where applicable.

## **9. Data Protection**

9.1 We collect and use personal information about you, your business and your employees where necessary to deliver our services, maintain client records, manage our business, meet legal and regulatory obligations, prevent crime and undertake relevant analysis.

9.2 We handle personal data in accordance with applicable data protection law, including the UK GDPR and Data Protection Act 2018. We use personal information only where we have a lawful basis to do so and take appropriate steps to protect it.

9.3 We may send you service-related communications and, where permitted by law, relevant news, updates and marketing information by email or post. You can opt out of marketing communications at any time.

## **10. Ending Our Engagement**

10.1 Either party may end all or part of the engagement by giving 30 days' written notice, without liability solely as a result of exercising this right. Any fees due for work already undertaken and any other contractual obligations will remain payable or applicable.

10.2 We may end all or part of our services immediately if we reasonably believe that information supplied to us is false, misleading, inaccurate or incomplete in a way that materially affects our ability to deliver the agreed services.

## **11. Applicable Law**

11.1 These terms and conditions, together with any engagement letter or written agreement, are governed by the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over disputes arising from the engagement, subject to any applicable legal requirements.

Thank you for choosing ChTC. We value the relationships we build with our clients and look forward to working with you.