

Terms and Conditions

If you have questions relating to these terms and conditions, please phone our Training Administration Team on 01283 505777, Monday to Friday 08:00 – 17:00, excluding bank and public holidays in England and Wales, or send an email to info@arca.org.uk

We advise you to print and keep a copy of these terms and conditions for your records. They do not affect your statutory rights.

- 'ARCA' means Asbestos Removal Contractors Association (ARCA).
- 'ATaC' means Asbestos Testing and Consultancy (ATaC).
- 'Booking' means the Training course, Qualification, Competency Assessment, Seminar, Programme, e-Learning or any other event provided by ARCA/ATaC or sub-contractors delivering on behalf of ARCA/ATaC.
- 'Booker' means the individual or company representative completing the booking form to notify ARCA/ATaC of the candidate(s) attending the Booking and to whom the confirmation of Booking is sent. This person has the authority to complete a Booking form on behalf of the candidate(s) and/or company. A company might have more than one booker.
- 'Booking Form' means the ARCA/ATaC booking form.
- 'Booking Fee' means the cost of the Booking and can include other costs related to fees that are payable to external bodies for candidate numbers, exam, registration numbers etc.
- 'Candidate(s)' means the individual(s) attending the Booking.
- 'VAT' means UK value added tax.
- 'Assessor(s)' means the individual(s) assessing a Candidate(s) on behalf of ARCA/ATaC.

For e-Learnings, the following additional terms apply:

- Each e-Learning purchased is for single use only.
- Login details are personal to you and must be kept confidential and secure. They must not be shared or made available to others.
- Access to your e-Learning will automatically be suspended after 12 months from the date of your e-Learning purchase confirmation email.
- You will lose your right to cancel this Booking once you access your chosen e-Learning.

Bookings:

No Booking is accepted without a fully completed booking form that must include a form of signature (including typed). Booking Forms can be returned electronically.

By completing the ARCA/ATaC Booking Form you confirm that the company, or in the case of an individual, that individual, will cover the cost of the Booking.

It is the responsibility of the Bookers to provide purchase order numbers where their company requires them to be provided.

A Booking Form returned to ARCA/ATaC becomes valid upon the Booker receiving booking confirmation via email, forming a contract between ARCA/ATaC and the Booker.

If the company the Booker represents is eligible to receive CITB grants for short duration courses, all mandatory fields of the booking form must be complete. Without this information ARCA will be unable to claim the grant on the company's behalf and cannot be held responsible for the company not receiving any CITB grant due.

Booking confirmation and joining instructions:

We will issue full joining instructions to the Booker for Candidate(s) attending the Booking, which includes information regarding the start time of the Booking. If the Booker does not receive the joining instructions, it is their responsibility to contact us either by phone (01283 505777) or email (info@arca.org.uk) to arrange for them to be re-sent.

IT Remote Based Training Courses – It is the responsibility of the Booker / Candidate(s) to ensure they have received the link in the joining instructions and registered prior to the training course date. Candidates must ensure they attend at least 15 minutes before the training course starts to check any IT issues.

Failure to attend the Booking due to not receiving joining instructions will result in the full cost of the Booking being charged. It is the responsibility of the Booker to ensure that each Candidate is fully briefed and made aware of these instructions and all Booking requirements before attending the Booking.

All information provided is given in good faith and ARCA/ATaC will not be held responsible for actions taken by the Candidate(s), any other individual or organisation because of the information provided during the Booking.

Bookings for our online Remote courses made after 4 PM on Fridays will not be processed outside of working hours. They will be processed the following working Monday at 9 AM.

Price:

A standard Booking price is listed on the ARCA/ATaC website and can be provided by the Training Administration team. ARCA/ATaC reserves the right to change prices listed without notice.

The price of a bespoke training course is as confirmed by us in writing.

Booking prices do not include travel, accommodation or any other costs incurred because of or in connection with a Booking.

Full information on whether the Booking includes lunch will be detailed in the joining instructions.

Payment terms:

You will not be eligible to attend the Booking until full payment is received.

If payment is not made prior to the candidate(s) attending the Booking, ARCA/ATaC reserves the right to refuse admission until payment has been made in full.

for ARCA/ATaC Members:

Our 'standard credit terms' for ARCA/ATaC members will be on 30-day terms from the date of commencement of start date of the Booking.

We reserve the right to withhold certificates until full payment has been cleared.

Booking payments can be made in the following ways:

- Credit or debit card.
- Direct bank transfer to the 'ARCA Ltd' bank account, details of which are available through the Training Administration Team.
- Cheques by post made payable to 'ARCA Ltd'.
- If you are a 'Full Contracting Member' of ARCA, using any subscription training credits that you have available.

for Non-Members:

Our 'standard payment term' is that payment is made at the time of booking unless otherwise stated. Non-members do not have standard credit terms with ARCA/ATaC.

We reserve the right to withhold certificates until full payment has been cleared.

Booking payments can be made in the following ways:

- Credit or debit card.
- Direct bank transfer to the 'ARCA Ltd' bank account, details of which are available through the training administration team.
- Cheques by post made payable to 'ARCA Ltd'.

Cancellations / Transfers / Substitutions / Refunds:

<i>Notice given prior to course date</i>	<i>Cancellations</i>	<i>Transfers</i>
Cancellation More Than 10 Working Days Prior to Course Commencement	The full Booking Fee will be credited (excluding any external body fees for candidate numbers, examinations, or registration). To request cancellation, submit a completed 'ARCA Booking Amendment Form' via email or post to the ARCA office.	A single complimentary transfer per Candidate is permitted with minimum 10 working days' notice before the Course start date. Submit transfer requests via the 'ARCA Booking Amendment Form' by email or post.
Cancellation Between 5-10 Working Days Prior to Course Commencement	A 50% refund of the Booking Fee will be issued (excluding any external body fees). Submit cancellation requests via the 'ARCA Booking Amendment Form' by email or post.	One transfer per Candidate is permitted with a £50 administration fee, waived upon provision of a medical certificate. Submit transfer requests via the 'ARCA Booking Amendment Form'.
Cancellation Less Than 5 Working Days Prior to Course Commencement	No refund will be provided. Submit cancellation requests via the 'ARCA Booking Amendment Form' by email or post.	One transfer per Candidate is permitted with a £50 administration fee. Submit transfer requests via the 'ARCA Booking Amendment Form'.
Non-attendance	The full course fee remains payable for non-attendance.	No transfers permitted.
Candidate(s) Substitutions	Substitutions are accepted prior to the Course start date via telephone (01283 505777) or email (info@arca.org.uk) to the Training Administration Team. Additional external body fees may apply for substitute Candidate(s) numbers, examinations, or registration.	No transfers permitted.
Late Arrival/Missed Sessions	We reserve the right to refuse admission to Candidates arriving late or missing sessions if we determine insufficient knowledge or skills can be acquired in the remaining time. The full Booking Fee remains payable in such circumstances.	No transfers permitted.
Cancellations at ARCA/ATaC Sub-Contractor Venues	In addition to all the above, any additional charges incurred by ARCA/ATaC on Booking(s) at Sub-Contractor venues will be charged back to the Booker(s).	

Cancellation by ARCA/ATaC:

ARCA/ATaC reserves the right at any time to:

- Cancel the Booking(s) and refund in full. No further liability will be accepted.
- Vary Booking dates, trainers/assessors and venues.

ARCA/ATaC will endeavour to inform the Booker as soon as possible of any Booking cancellation or variation.

Every effort has been made to ensure the accuracy of information contained within literature and materials, including the Booking description. However, we do not accept responsibility for any errors. ARCA/ATaC reserves the right to cancel any Booking where such error has occurred, even after accepting the Booking.

Description and Booking Fee(s):

Although we make every effort to ensure the fees listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the Booking that you have booked prior to its confirmation, we will tell you and give you the option of either reconfirming your Booking at the correct Booking Fee or cancelling it. In this instance, if we are unable to contact you or receive no reply from you, your Booking will be cancelled.

ARCA/ATaC reserves the right to change Booking Fees listed without notice. ARCA/ATaC also reserves the right to refuse to supply to any individual or company.

All Booking Fees are subject to the current VAT (valid exemptions only).

Candidates:

The Booker agrees to indemnify us in respect of any loss, damage or injury caused to the property of us, our employees or any third party by the conduct, act or omission of a candidate.

Candidate(s) must attend and complete all aspects of the Booking(s) to qualify for certification. The full cost of the course will be charged for candidate(s) who arrive late or are absent from all or part of the course. This applies even if they are refused admittance due to lateness.

Candidate(s) shall be required to bring one form of original photographic identification (photocopies/scans will not be acceptable), which is valid for at least 6 months.

Candidate(s) shall be required to comply with all the rules, procedures, policies and guidelines in place at the Booking venue and/or our premises. Further details of relevant rules, procedures, policies and guidelines will be provided on the [ARCA/ATaC website](#).

Candidate(s) are not allowed to bring the following onto our or any third-party premises:

- Alcohol / illegal substances.
- Any object that could be used to threaten or injure another person.

Candidate(s) may at our sole discretion, be required to leave the Booking(s) and our premises (if applicable) immediately if we consider:

- The Candidate(s) is under the influence of alcohol or illegal substances; possesses illegal substances; misuses legal substances; displays threatening, abusive, or inappropriate behaviour (inc. sexual harassment); is not adhering to our Equality and Diversity Policy; is unsuitably dressed, and/or
- The Candidate(s) is a risk to the health and well-being of themselves and/or others.

Other than where a Candidate(s) is required to leave for a reason outside their reasonable control, ARCA/ATaC shall not be liable for any refund or compensation in such circumstances.

Meeting the needs of Candidate(s):

To enable us to ensure that all Candidate(s) are treated fairly and their requirements are fully met, you must advise us in advance of any special requirements that your Candidate(s) need to enable them to participate fully in the Booking.

Please note that we do not provide any specialist equipment and/or personnel such as signers or translators; however, these can be sourced at your own cost.

It is the employer's responsibility to ensure that Candidate(s) have the physical, communication, literacy and numeracy skills required to undertake the chosen Booking. Employers are also responsible to ensure Candidate(s) are free from any condition which would affect their capability to undertake their chosen Booking, and that they have the aptitude to cope with any intensive period of study on the Booking. We welcome Candidate(s) with disabilities, but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace.

ARCA would welcome in advance, for setup purposes, notification of any assistance that a Candidate(s) is likely to need during the running of the Booking(s).

If a Candidate doesn't meet the learning outcomes of the Booking and is failed, they will be given a Training Needs Analysis assessment. Any further training over and above that provided on the Booking may be charged for.

Attendance by a Candidate on a Booking does not, on its own, imply or confer competency in a candidate.

Additional Booking Requirements placed upon ARCA / ATaC by Awarding Organisations:

Additional Booking requirements that are placed upon ARCA/ATaC when delivering Training Courses, Qualifications, Assessments and other programmes by external Awarding Bodies will be stated in the scheme information, before or after completion.

These additional requirements placed upon ARCA/ATaC will be in conjunction with these Terms and Conditions.

Unforeseen Circumstances:

We shall not be liable to you for any delay or for the consequences of any delay in performing our obligations under this Agreement if such delay is due to any cause or circumstance beyond our reasonable control (including, without limitation, strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident).

Limitation of Liability:

Except in respect of death or personal injury caused by our negligence, we shall not be liable by reason of any representation (unless fraudulent) or implied warranty condition or other term, or any duty at common law or under the express terms of this agreement, for any loss of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation. Our entire liability to you under or in connection with this agreement and the provision of the Booking(s) shall not exceed the sum of twice the contract value. Nothing in this paragraph is intended to exclude any liability on our part for fraud.

Intellectual Property:

Each party confirms that it owns, or has all necessary rights in the use of, all intellectual property in relation to the services and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with, the originating party, unless otherwise agreed in writing between the authorised representatives of ARCA/ATaC and the Booker.

Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur because of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the other party.

The names, images and logos identifying ARCA/ATaC are proprietary marks. All content within e-Learnings, including but not limited to text, graphics, logos, images, and software, is the property of ARCA/ATaC or its content suppliers and is protected by UK and international copyright laws.

You may not:

- Reproduce any part of the e-Learning content (e.g. Training documentation, Software and resources, Digital Content, Assessment materials) in any form
- Modify or use the materials for any commercial purpose
- Share or distribute access to the e-Learning content
- Transfer the materials to another person

Technical Requirements for e-Learning:

To complete an e-Learning course we recommend that you use a desktop computer, laptop or standard-sized tablet (not smart phone).

Minimum requirements are:

- Operating system: Windows, Apple or Android
- Processor: 3 GHz
- RAM: 2 GB
- Broadband speed: 512 kbps
- Screen resolution: 1024 by 768
- A current version of Microsoft Edge, Safari, Chrome or Firefox, or Internet Explorer 11

General Data Protection Regulation (GDPR):

All personal data that you provide will be processed and stored in accordance with the Association's GDPR Privacy and Cookies Policy which is available at <http://www.arca.org.uk/arca-privacy-policy/>
www.atac.org.uk/gdpr-privacy-cookies-policy/

Complaints:

If you have any complaint about any of the services we provide, you should contact our Training Administration Team in writing via info@arca.org.uk.

If you want to have your details removed from our marketing mailing lists, or to change your marketing preferences, please email info@arca.org.uk.