



PaintTech Training Academy Ltd Course Terms and Conditions

It is important that you read these terms before accepting. Once accepted, you will enter into a legally binding contract between you (the Client/Attendee) and Us (the Contractor/Academy/Course Provider): PaintTech Training Academy LTD of which you and we will be required to abide by.

1. Registration

- a. In order to attend the course, you will be required to register with PaintTech Training Academy for a specific course.
- b. No registration will take effect until the full payment for the course has been received.
- c. You will be able to register and pay for the course either by telephone, online or by email/invoice (manual booking).
- d. By accepting these terms, individuals waive their statutory right to a 14-day cooling off period.
- e. If you are unable to attend the course on your chosen date, you should notify ASAP. Please see our cancellation and Fee & Refund policies for further details and clarification (see Cancellations).
- f. No refunds will be provided unless the Contractor is unable to fulfil their requirements by providing you with a course due to unforeseen events that prevent future courses from taking place.
- g. We reserve the right to refuse registration for any reason.

1. Fees and Payment

- a. We require payment upfront and in full when dates for courses are booked, unless otherwise agreed.
- b. If you have obtained funding to pay for the course payment terms are as follows:
 - i. If you have funding that pays us directly you will be registered and expected to attend on the agreed dates, once we have confirmation from the funding body.
 - ii. If you have skills and training funding from CITB you are permitted to register for and attend the course in advance of funds being available on the agreement that you pay our invoice immediately once in receipt of the funds from CITB.

2. Cancellations and Transference

- a. If for any reason, the provided date of the course is no longer suitable, you should notify the Contractor in writing. Please see our cancellation and Fee & Refund policies for further details and clarification.
- b. If the Contractor is unable to provide the course due to unforeseen events on the Contractor's behalf, a full refund will be given.
- c. Clients may transfer their placement on the course with the written permission of the Contractor. Please refer to our Fee & Refund policies for further details and clarification of the fees applicable.
- d. Identification will be required upon attending the course. If no identification is possible, you will be asked to reschedule the course date.

3. Account and Data Protection

- a. Once payment has been received, you will be provided with account details and a secure password to access the Contractor's website in order to access any online material (where applicable).
- b. Account and password details must be kept secure. The contractor will bear no liability for cost and/or injury due to any account information that is not kept secure by the Client.
- c. Accounts may be revoked at any time at the discretion of the Contractor.
- d. All information shared with the Contractor will be kept secure, in line with our Data Protection Policy. Details of which can be requested by email.
- e. If the account is misused in any way, or any intellectual property is copied or shared through misuse of the account, the Client to whom the account was used to take the information will be solely responsible for any civil action taken by the Contractor.
- f. Account information can be reset by the Course Administrator and/or the Contractor.
- g. The Contractor will use your information for marketing purposes, unless you otherwise object, however we will not share it with anyone outside the Company. You may opt out of marketing correspondence at any time.
- h. Your information will be shared in line with the education act and for purposes of registering learners with awarding bodies and CITB. Further details are noted on the registration forms you complete on arrival.

4. Special Requirements and Obligations for Training

- a. The Client should notify the Contractor of any special requirements, such as disability access, however, it is understood, that the nature of the course may restrict some activities, and the Contractor will endeavour to put reasonable adjustments in place in order to fulfil an attendee's requirements as much as possible. Please note that there may be a fee incurred depending on the circumstances. For example, an interpreter or sign language professional.

- b. Clients are understood to have a basic competence in the trade, and it is up to the attendee to ensure the course is suitable for their skill level.
- c. Clients will be provided disposable PPE where necessary, however, it is advised that you should wear appropriate clothing and footwear to the course. Depending on stock levels there will be an opportunity to purchase respiratory equipment on arrival.
- d. Coffee, Tea and water is included during the course.
- e. Attendees will be provided with a briefing on housekeeping rules, such as toilet facilities and emergency exits. Any fire alarm drills will also be provided. Attendees must, therefore, follow the housekeeping rules of the building where the course is taking place.
- f. The Academy will endeavour to present the course material consistent with professional standards within the industry and with reasonable care and skill.
- g. The Client's will exercise reasonable care and skill with any hardware that the Academy provides. Any damages through neglect or recklessness on the part of the Client must be paid for.
- h. Attendees must not be under the influence of any narcotics or alcohol and must conduct themselves in an acceptable manner. We reserve the right to refuse entry or ask a student to leave if they are believed to be under the influence.
- i. The Contractor reserves the right to refuse entry to and remove persons who do not comply with these requirements from the course.
- a. Any verbal or physical abuse will not be tolerated on the Course Providers or other attendees. Should any abuse be given, those doing so will be expelled from the Academy and refused entry to future courses. We reserve the right to extend this to all other members of that individual's company. We will also pursue civil or criminal proceedings if necessary.

6. Terms Relating to Our Website and Intellectual Property

In this Paragraph

Course Material	Any material related to the course.
Discloser	The Course Provider/PaintTech Training Academy
Confidential Information	All information training and materials disclosed by PaintTech Training Academy

- a. The course provider is the owner of all intellectual property rights on our website, in the academy and in any publications, material, data, software, text, design, graphics, images and any other content contained in or delivered through those works are protected by copyright and other laws around the world.
- b. You must not use the academy courses in any way except for your own personal, or business educational purposes. For example, you are not permitted to copy, modify, resell, or redistribute the academy course.

- c. You must not use or make any illustrations, photographs, video, graphic or other content from our site or during the courses in any way without our express permission.
- d. Whilst we will endeavour to ensure our website remains secure, we do not guarantee that our website, or any content on it will always be available, accurate, error-free, uninterrupted, or secure. We do not accept any liability arising from any errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate and provide our website (or any particular part of it).
- e. We may suspend or withdraw or restrict the availability of all or any part of our website at any time. We will try to give you reasonable notice of any suspension, withdrawal, or restricted availability.
- f. You will not use our website for illegal purposes, and you will not upload any viruses or other harmful material to our website. Do not access or change our website's code. We try our best to make sure that no viruses or other harmful material enter our website, but we cannot guarantee that this will always be the case. If someone does manage to upload a virus or other harmful material onto our website, we will not be liable to you for any losses or damage you suffer. We recommend that you use virus protection software.
- j. You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation. You must not link in any way that suggest any form of endorsement by us. You can only link to websites that you own, and we can request that you withdraw your link at any time, and you must promptly comply.
- k. In undertaking this course, you agree that you will not set up, or divulge any information to another entity with which competes directly with PaintTech Training Academy.
 - i. In agreeing to these terms, you undertake the obligation not to use the Confidential Information for any purpose except for the purpose of creating a competing business with the Discloser, without first obtaining the written agreement of the Discloser.
 - ii. You further agree to undertake the obligation to keep the knowledge and any associated Course Materials provided secure and not to disclose it to any third party except to your employees who need to know the same for the purpose of their employment with you (where applicable), who know they owe a duty of confidence to the Course Provider and who are bound by obligations equivalent to those in clause i(i) above and this clause i(ii).
 - iii. In breaching this clause, the Course Provider reserves the right to take action to protect its interests including seeking an unlimited sum through the Civil Courts.
 - iv. The undertakings in clause i(i) i(ii) and i(iii) will continue in force indefinitely.

5. Disclaimer

The Contractor makes every attempt to ensure the accuracy and reliability of the information contained in our courses (both online courses and in persona attendance) but, we cannot give the user any guarantee or warranty for this.

Course content is subject to change from time to time where information requires updating or amending to maintain its accuracy and reliability. The Contractor does not accept any liability to any person for any loss or damages incurred as a result of the use of the information or arising out of the provision of the information on our courses.

All persons procuring our training undertake responsibility for assessing the relevance and accuracy of its content.

Any recommendations given by the Contractor on where to purchase equipment and what type of equipment, are given in good faith based on professional experience and are merely to be taken as advice, the Contractor accepts no responsibility or liability for any recommendations and subsequent purchases that may follow.

If you have any concerns related to our courses or would like information about the suitability of our courses please contact us at: courses@painttechtrainingacademy.co.uk

6. General Terms

- a. This agreement and the terms within constitute a legal contract when agreed by the Client and are governed by English Law.
- a. If any term or provision of this agreement is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.