

Terms & Conditions

Conditions before confirming your place.

Company Information.

deafPLUS is a “Not-for-profit” organisation registered in the UK under charity number 1073468 / company number 3680467. The Training Manager is Rebecca Mansell.

Email: Rebecca.mansell@deafplus.org Phone: 0207 790 6147. Address: Trinity Centre, Key Close, Whitechapel, London, E1 4HG

Data Control.

deafPLUS complies with the GDPR 2018. Your information will be kept secured and will not be passed on to any other organisation. We will never pass your details on to any other party.

Training Materials and Intellectual Property.

deafPLUS own all copyright and all other intellectual property rights in all training materials provided. You agree not to reproduce, sell, hire or copy such training materials (in whole or in part). You must not remove or amend any trade mark, copyright or other proprietary notice on any of our products. You acknowledge that all rights in and to any and all copyrights, know how and other intellectual property rights relating to our products are and shall remain our property. You will not at any time do, or cause to be done, any act or thing which impairs or infringes those rights.

Personal Belongings.

Personal belongings or other items brought with you to our course are at your own risk and we accept no responsibility in relation to their loss or damage, whether at our premises or otherwise.

Email newsletter.

As BSL is a continuous learning experience, we occasionally send out a newsletter to our students about upcoming events. You can opt out of these at any point.

Description of Services.

You are purchasing the service of deafPLUS in the provision of qualified teaching of British Sign Language for:

- a) Deaf Awareness & BSL Taster Sessions, or
- b) Improvers Workshops, or
- c) Fully Qualifying Academic Qualifications In BSL, or
- d) Professional Workplace Training

Transfers.

You may be permitted to substitute, at no additional charge, a delegate onto a course which we are providing, upon reasonable notification and at the absolute discretion of deafPLUS.

Non-attendance.

If you do not attend, in whole or in part, any course which we are providing, the full fee remains payable.

Price.

The cost of our services will vary according to the duration and nature of the session. Prices are clearly displayed on the prospectus. Fees include VAT and cover all administrative costs, such as hall hire, handouts, provision of teachers, interpreters and/or communication support workers.

Fees do not include the separate charge required by the official awarding bodies for examination assessment. These payments are made to 'Signature' as part of the external verification process.

Payments.

In order to meet financial commitments to venues and staff, payment must be made at least two [2] weeks prior to the start date of any course. It makes no difference if the fee is paid in one payment or instalments, you are committing to making the whole payment, in full, for the delivery of our services. Payment of the fee is required, in full, prior to the commencement of the course (unless an Instalment Plan has been agreed). This is a legally binding contract for services. Outside of the fourteen [14] day cancellation period this payment is non-refundable.

Instalment Plan.

Instalment plans are available on request and are issued at the discretion of deafPLUS. You remain contractually bound to pay for the entire academic course. You will be required to sign four [4] cheques made in favour of deafPLUS, which will be cashed on the quarterly dates made thereon. Unless otherwise agreed in writing, payment shall be for the total amount stated on each instalment payment and by the date for payment stated on the instalment plan.

The contract for services remains in place for the duration of the course and each instalment will be cashed, as dated, by deafPLUS regardless of student attendance. We may charge interest on overdue sums at the rate of four per cent (4%) per annum above the prevailing rate of Lloyds Bank PLC from the relevant due date until the date payment is made and shall be entitled to recover from the customer all expenses (including legal costs) incurred in enforcing payment.

Non Payment / Late Payment.

If you are in financial difficulty it is of the utmost importance that you speak to us immediately. If you rescind on an instalment payment we will first send a written letter of intent giving you two [2] weeks to make payment. After this, it is the practice of deafPLUS to recover unpaid course fees in the County Court. This results in a County Court Judgement [CCJ] being entered on the record against the debtor.

Cancellations.

The bookings for courses are made on-line, by telephone or by email. All contracts for services are therefore governed by the Consumer Contracts – Distance Sales legislation. In accordance with this, you have the right to cancel the contract for services for fourteen [14] days. This fourteen [14] day period commences the day after your booking/course place has been confirmed. This may not be the same day upon which you make payment. Should you wish to cancel the contract for services, please inform us within fourteen [14] days using the contact details provided. Professional Workplace Training. If you are requesting a change to the date of a confirmed training session less than 10 days before the agreed date, cancellation charges up to a maximum of the value of the total original fee may apply at the absolute discretion of deafPLUS, in addition to the fee for the re-arranged Event.

Refunds.

You have the right to receive a full refund during the fourteen [14] day period after your booking is confirmed. If you have been asked to leave due to unacceptable behaviour, this is deemed a breach of the Student Agreement on your part and no refund will be given. Apart from extremely exceptional circumstances, course fees are non-refundable.

Unforeseen Circumstances; cancellation and rescheduling by us.

Courses and training sessions may be subject to cancellation or rescheduling at the discretion of deafPLUS. If there is a cancellation by deafPLUS, you will be refunded as soon as possible.

We shall not be liable for any additional loss or damage resulting from such cancellation or changes.

General.

Although deafPLUS take every care to ensure accuracy, we make no warranties as to the accuracy of the information we place on our web pages.

deafPLUS make no representation nor give any warranty or undertaking to individuals regarding the passing of assessments or obtaining a qualification. deafPLUS provide quality teaching services but it is the responsibility of students to commit to the learning process, to revise and to pass assessments.

As far as is permitted by law, we exclude all implied warranties, conditions or other terms and we will not be liable for (a) losses that were not caused by our breach, (b) any business loss (including loss of profits, business, revenue, contracts, data, goodwill, anticipated savings or wasted expenditure), or (c) any special, indirect or consequential loss, howsoever caused. Notwithstanding anything to the contrary contained in these terms and conditions, the liability by deafPLUS to you for any cause whatsoever, and regardless of the form of the action, will be limited to the value of the services booked by you in the relevant transaction, however nothing in these terms and conditions shall exclude or limit our liability for death or personal injury as a result of our negligence, liability for our fraud, or any other liability that we cannot exclude by law.

If for any reason part of these terms and conditions is unenforceable, the validity of the remaining terms and conditions shall not be affected.

These terms and conditions and all contracts under these terms and conditions are governed by and shall be construed in accordance with the laws of England and all disputes shall be submitted to the exclusive jurisdiction of the English courts.

We reserve the right to terminate any contract formed under these terms and conditions immediately by written notice and to take action to recover damages suffered by us if you breach any of these provisions.

Policy Version Control

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