



# Training in Mind Terms and Conditions (v1.0 25.10.18)

*These terms and conditions relate to any Training in Mind courses and events taking place on or after 25<sup>th</sup> October 2018.*

This document tells you (“**you**” means the party contracting with Training in Mind for courses, services, materials or advice) the terms and conditions on which we (“**we**”, “**us**”, or “**TiM**” means Training in Mind) supply the above mentioned (“**Services**”). Please read these terms and conditions carefully before booking or using any Services on our Website. You should understand that by booking or using any Services, you agree to be bound by these terms and conditions. You should keep a copy of these terms and conditions for future reference.

## 1. Intellectual Property

All materials (“**TiM Materials**”) provided by us including graphics, text products, design, video and audio are owned by TiM under licence from MHFA Australia. No content, in whole or in part, of TiM Materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way other than with the prior written permission of TiM. Any such use is strictly prohibited and will constitute an infringement of these terms and conditions and other intellectual property rights of TiM, or in the case of materials licensed to TiM, the owner of such materials.

## 2. Communications

Communications refers to any contact between you and us, whether in person, in writing, via telephone or through electronic means. When using the website, you accept that communication with us will be mainly electronic. Electronic communication means we will contact you by e-mail.

## 3. Description and Pricing

Although every effort is made to ensure that prices listed are correct, mistakes may sometimes be made. If a pricing mistake is discovered in the Services you have booked prior to booking confirmation, we will let you know at the earliest possibility and give you the option to either reconfirm your booking at the correct price or cancel your booking. If a mistake is discovered and we are unable to contact you or we receive no reply from you, your booking will be cancelled. TiM reserves the right to change prices listed without notice. TiM also reserves the right to refuse to supply Services to any individual or company.

## 4. Booking of Services

Services provided by TiM can be purchased via the “**Website**” (that being [www.traininginmind.co.uk](http://www.traininginmind.co.uk)) or by contacting the relevant team. Contact information for all specific teams are available on the website, along with the standard contact information for TiM Head Office. The booking and payment of certain Services can be made directly via the website.

## 5. Third Party Booking

When booking through a broker, many contractual obligations are with the broker and not with TiM. All correspondence and payments will be between you and the broker. You will still be subject to clause (1) within this document.

## 6. How to Pay

If you are booking via the Website, you can pay by credit or debit card or by requesting an invoice. These options are available at the end of the checkout section of the website. Where an invoice is requested, once checkout is complete, this will be received by you and us via e-mail. An invoice is not a confirmation of your booking until payment has been made. We will inform you once your booking request has been confirmed following payment.

Stripe Inc. handles our online credit and debit card transactions securely. Should you want more information, please visit their website: <https://stripe.com/gb>

If paying via invoice, the invoice will need to be addressed to the customer or the customer's employer. Payment must be within 21 days of issuance of the invoice, or if the booking is made less than 21 days before Services commencement, payment is required at least 11 days before the Services start.

For bookings made other than via the Website, payment can be made in the following ways:

- Credit card;
- Debit card;
- Direct bank transfer to the TiM bank account, details of which can be found in Clause 14;
- Cash;
- Cheques made payable to Training in Mind;

We also only accept payments in Pounds Sterling (UK).

Please advise us in advance if you would like to pay by direct bank transfer to ensure swift booking confirmation.

If payment is not made at least 11 days prior to commencement of Services, TiM reserves the right to refuse Services until payment has been made in full.

## 7. Cancellations

TiM reserves the right to amend or cancel any Services, Services times, dates or published prices. Any changes to times, dates and prices will be advised as early as possible before the start date and any Services already paid for in full will not be subject to the price change. Any travel, accommodation or subsistence costs incurred (including incidental costs *e.g.* car parking) are entirely the responsibility of the customer. In the unlikely event that Services are cancelled, the aforementioned is still the case and TiM does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its Services. Where Services have been cancelled by TiM, customers will be offered an alternative date for the same Service or a refund.

Where booking confirmation has been received for Services that have subsequently been cancelled by the customer, the customer will be liable for the below charges. All cancellations must be in writing.

<b>Time period before Services start date that cancellation is made</b>	<b>Charge to Customer</b>
Within 5 working days or after commencement of the training	100% of total cost
Within 6-10 working days	75% of total cost
Within 11-20 working days	50% of total cost
Outside 21 working days	No charge

## 8. Rescheduling

Where a customer has requested to reschedule Services for which they have received confirmation of booking, TiM will accommodate as near to the newly requested date/s as possible. All requests to reschedule Services should be submitted in writing at least 11 working days before Services are due to begin.

## 9. Refunds

If you decide to exercise your right to cancel your booking, TiM will refund fees paid in accordance with the above cancellation policy. Refund payments will be made to the same card or account from which payment was received.

## 10. VAT and Card Charges

Fees quoted are inclusive of VAT. Invoices will show a breakdown of costs exclusive and inclusive of VAT. Fees will not be charged for payment via debit cards or direct bank transfer. As of 13<sup>th</sup> January 2018, there will be no charge for payment made via credit cards.

## 11. Specific Needs

TiM aims to ensure that its Services are accessible to all. If you have any specific needs, please advise us at the earliest possible time and we will contact you to discuss your requirements. It is the responsibility of customers to inform TiM about any specific needs or requirements they may have as near to the time of booking as possible.

## 12. Complaints

At TiM we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received from any employee or persons affiliated with TiM, please contact the Operations Manager on 01495 707360 or e-mail [operations.manager@traininginmind.co.uk](mailto:operations.manager@traininginmind.co.uk).

A copy of our complaints policy is available on request.

## 13. Data Protection Statement

TiM is registered under the provisions of the UK Data Protection Act 2018 and as of 25<sup>th</sup> May 2018, is subject to the General Data Protection Regulation (GDPR). TiM keeps any personal data

concerning you in confidence. The TiM Privacy Policy can be found on the website at [www.traininginmind.co.uk](http://www.traininginmind.co.uk)

## 14. TiM Bank Details

Name of Bank	Lloyds Bank
Address	1 Gwent Square, Cwmbran, NP44 1XN
Sort Code	30 – 92 – 49
Account No.	23690668
Account Name	Training in Mind

Please e-mail a copy of your bank receipt to our Accounts e-mail ([accounts@traininginmind.co.uk](mailto:accounts@traininginmind.co.uk)) ensuring you quote your full name and necessary details of Services booked.