

Terms and Conditions for Training

1. Booking Training

Training schedules will be available on the **ecmk** website for all programmes. Payment will be taken for these programmes via the website, unless specific arrangements have been made, or the programme requires pre-vetting.

2. Joining Instructions

Completion of an online booking form, or PO number will be acknowledged by email joining instructions, at which point the contract becomes legally binding.

If you are attending an online webinar, candidates must be prompt for the start time. Any candidate attempting to join the webinar 5 minutes, or more than the published start time will be unable to join the training session. If the candidate does not attend at the published time, no refunds will be given

3. Enrolment

Candidates are accepted on the understanding that they are able to use a computer to access and search the internet unaided and have a reasonable understanding of computers. If this is not the case it is the candidate's responsibility to make this fact known to **ecmk** in advance of the course start date so that an assessment of the candidate's suitability to complete the course can be made. Failure to disclose such information may result in the candidate's inability to complete the course. Candidates will also be expected to be able to use mobile devices to complete works.

4. Cancellation and transfers

a) **ecmk** reserves the right to reschedule or cancel any course. **ecmk** aims, wherever possible, to give at least 5 working days' notice of any changes. In the event of a cancellation, **ecmk** will endeavour to schedule candidates onto the next course but will assume no liability for loss of earnings or any expenses that you may incur in connection with attending the training programme.

b) Should **ecmk** cancel a course then candidates will be offered alternative date(s). The candidate will have 12 months from the date of the original booking in which to attend an alternative date. If the candidate cannot attend a rescheduled course, no refund will be made.

c) Requests to transfer your training to an alternative date must be made in writing and received 14 days prior to the booked programme date. **ecmk** may charge an administration fee.

d) There may be an administration charge if a substitute person wishes to replace the original candidate, providing they meet the necessary enrolment requirements (if applicable) as detailed in clause 3 above. You will need to inform **ecmk** in writing of any change to the original booking within 14 days.

5. Course Changes

- a) **ecmk** reserves the right to improve the specification and format of its courses for the benefit of its candidates without notice to the candidate.
- b) The location and date of the course will be advised to the candidate at the time of booking.
- c) **ecmk** reserves the right to cancel or reschedule any course and will advise the candidate as soon as this change is known. **ecmk** will use all reasonable endeavours to avoid changes of this nature. When this is unavoidable, **ecmk** will offer alternative training dates, in accordance with clause 4.
- d) **ecmk** will not refund any personal expenses incurred for a course which has been rescheduled.

6. Withdrawal

Once a booking has been confirmed should the candidate wish to cancel the following charges shall apply:

- 0-14 days before the first day of the course: 100% of the course fees; and
- More than 14 days before the first day of the course: 50% of the course fees.

7. Payment Terms

- a) A candidate's inclusion on the course is dependent upon payment being received at the time of booking.
- b) **ecmk** will make an additional charge for learners who need to re-sit an examination, test or accompanied inspection.

8. Conduct

Candidates are expected to act reasonably throughout the training. **ecmk** and/or their Training Provider may remove a candidate from a course, where, in the opinion of the trainer, the candidate is behaving unreasonably.

9. Complaints

In the unlikely event that a candidate has reason to complain about the course, the matter must be brought to the attention of the course trainer in the first instance. The course trainer has authority to settle such matters as deemed appropriate, but always in accordance with the Scheme Complaints Procedure (ACC-401).

10. Health and Safety

All parties involved in the training course shall comply at all times with the appropriate Health and Safety Legislation.

11. Copyright

The copyright and all other intellectual property rights in all course materials shall remain the sole and exclusive property of **ecmk**. The candidate undertakes that they will not copy or permit the photocopying of course materials, nor disclose or permit the disclosure or sell or hire the same to third parties, nor use the same for running their own courses.

Change History Record

Issue	Description of Change	Name	Date
1.0	Initial Publication	Stephen Farrow	31/01/2017
1.1	Altered section 3 to include Mobile	Stephen Farrow	30/07/2020
1.2	Add Webinar terms & conditions	Stephen Farrow	27/10/2020
1.3	Periodic Review	Joe Mellon	26/01/2022
1.4	Rebranded template	Esther Harries	22/08/2023

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