



MovES Ltd Course Terms & Conditions

Terms and Conditions

By booking a course with us you are agreeing to the following terms and conditions.

Please read the following terms and conditions so that you fully understand what is required of you (The Client) and what you can expect from us (MovES Ltd).

If you have any questions about these terms please do not hesitate to contact us.

Booking:

The full course fee is normally due at the time of booking in order to reserve a course place for individual payers and for group bookings.

All payments must be made in pounds sterling.

Fees may be paid by cheque, bankers order or BACS.

Fees:

Fees quoted are per person or per group. They are exclusive of VAT and are quoted in pounds sterling.

Prices do not include travel to and from the course for attendees or their accommodation, refreshments or lunch unless otherwise stated (see also **Cancellation:**, below).

Some of the extended study programmes offer a reduction if the course fees are fully paid and cleared by the required date as stated for each programme.

Course place confirmation:

- For individual payers: Course places are normally allocated on a first-come, first-served basis.

However for some of the extended study programmes MovES Ltd reserve the right to preferentially offer places to those undertaking the full course process.

The course place will be confirmed once payment has been processed. Confirmation of a course place being assigned to the client signals the beginning of the formal contract period.

It should be assumed that all payments received will be cashed within 5 working days.

MovES Ltd will not be held responsible for returned cheques due to insufficient funds being available in your account.

An additional £15 administration fee shall become due for any cheques returned by your bank as unpaid. MovES Ltd will notify you of that circumstance, and you will be placed on the relevant waiting list until you confirm whether you wish to proceed.

Applicants who are awaiting confirmation of funding will be held on a waiting list.

If a waiting list situation occurs, a personal cheque for the full course fee should accompany the application: the cheque will be held until a place becomes available, and will be banked upon confirmation of offer by us, and acceptance of course place offer by you.

If no space becomes available, or on your request if you wish to be removed from the waiting list your personal cheque will be returned, or destroyed.

- **For group booking of a course:**

The course will be confirmed once payment has been received and processed, and signals the beginning of the formal contract period.

Confirmation of course places being assigned to individual applicants will be confirmed by MovES Ltd initially to the **group** organiser.

Course places will then normally be confirmed by MovES Ltd together with any preparatory work which may be required by certain study programmes.

Cancellation by you:

MovES Ltd will try to accommodate any changes in your needs but cannot always guarantee that this can be done.

If you need to cancel your course place for any reason after booking, please inform MovES Ltd as soon as possible.

If you do cancel your space on an event your payment will be returned less a £15 administration fee or the following (which ever is the greater amount):

Cancellations for confirmed course places received 6-8 weeks before the scheduled start* date require that you pay 25% of the total paid.

Cancellations for confirmed course places received 4-5 weeks before the scheduled start* date require that you pay 50% of the total paid.

Cancellations for confirmed course places received less than 2-3 weeks before the scheduled start* date require that you pay 75% of the total paid.

Cancellations received under 2 weeks before course date require that you pay 100% of the total paid.

If no notice is given or you fail to attend, you pay 100% of the total paid.

- **For individual payers:**

Should you wish to transfer your space onto another course and if a replacement attendee can be found MovES Ltd will charge a £15 administration fee.

If no replacement can be found for your space the alteration will be treated as a late cancellation and the above charges will apply.

- **For group bookings**

Such bookings are made per course and not per course place.

If applicants require to be replaced adequate notice will be required. The period of notice varies according to the study programme.

In some instance, providing the replacement applicant meets entry requirements no notice may be required.

Some of the study programmes require defined preparatory work to be completed prior to attendance: late replacement of applicants on these programmes may not be possible.

Organisers are requested to contact MovES Ltd as quickly as possible in such circumstances.

If replacements can be made, it shall be assumed that, if applicable, the pre-course pack will be transferred from the original applicant to the substitute. Organisers may be charged if additional pack are required for substitutes.

***: please note that for some courses/ study processes for some courses/ study processes the start date may fall before the first contact date**

Cancellation by MovES Ltd:

MovES Ltd will always aim to avoid cancelling an event.

The fees however reflect that the majority of course places require to be uptaken to assure viability of a course/ study programme.

If an event requires to be cancelled a minimum period of 2-3 weeks notice shall normally be given.

If there are circumstances which cause MovES Ltd to cancel or change any course details eg failure in the venue accommodation etc which extend beyond reasonable foreseeability and control such as war, riot,

industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions Move Ltd shall not refund or pay you any compensation or be liable for any other expenses to you.

- **For individual payers**

If circumstances require cancellation of an course you will receive a full refund or the opportunity to transfer your place to the same course on another date or another course/s up to the same value. Moves Ltd is not liable for any additional expenses arising from cancelling an event e.g. travel expenses and accommodation.

- **For group booking**

- If circumstances require cancellation of a course you will receive a full refund for the course, or be offered the opportunity to transfer the course to another date.

MovES Ltd shall not be liable for any additional expenses arising from cancelling an event e.g. travel expenses and accommodation etc.

Service:

Moves Ltd will endeavour to provide the course as described on the web-site or any other promotional material.

Please be aware that on occasions, and due to unforeseen circumstances some details may need to be altered eg an alternative facilitator may be required.

The overall quality of the course will not be diminished.

MovES Ltd will notify you as soon as possible of any changes.

Partners:

MovES Ltd works with a number of other companies and service partners and cannot be held directly liable for any damages, losses or inconveniences resulting from their independent action/ instruction etc.

While all steps are taken to ensure that no damage, loss or inconveniences arise, and subject to being notified either in advance, or at the time MovES Ltd will always try to ensure that make that no problems associate with such joint working. Should any occur MovES Ltd will try to ensure that these are minimal and aim to always fairly and equably deal with any situations as they arise.

Limit of liability:

MovES Ltd holds a duty of care to its clients and staff.

The limit of such liability revolves around the provision of a) high quality educational experience which meets the associated professional requirements of such a course, and within the allocated specifications including the cost of your course

MovES Ltd cannot be held responsible for damage and/or loss to your personal possessions, or for failure in carrying out defined aspects of the contract if the failure is due to the action of the participant or the action of a third party.

You also have responsibilities and duties which you will be expected to apply in enabling processes to run at the intended standard.

Direct MovES Ltd processes are prepared to reduce elements of risk or discomfort. If you have enrolled on to a course with a practical component, you agree to accept that at the outset of any learning process where practices, if applied inappropriately, may involve hazard, risk or discomfort, your awareness, knowledge and abilities may not yet be adequately honed to match the intended levels of protection.

It is expected that you work within any such instructions which may be given in support of protecting all persons present - facilitators, skilled, non- or low-skilled attendees.

Similarly it is expected that you will be cognisant of your own ability and scope of practice, and that you will at all times work within your own ability and scope of practice.

By agreeing to these terms and conditions you take personal responsibility for your own actions (what you accept to be done to you, and what you may do to others).

MovES Ltd takes no responsibility for damage, death or injury caused to you or by you as a result of participation.

MovES Ltd reserves the right to refuse your acceptance on a course if we feel it is outside your scope of practice and may put other participants at risk or injury or discomfort.

We reserve the right to remove any person from a course if their behaviour is deemed by the tutor to be unsafe or detrimental to the health, safety and well being of the group, or if personal behaviour adversely affects the group's learning or enjoyment. MovE Ltd will not be liable for any refund in these circumstances.

It is your responsibility to ensure that you are sufficiently fit and adequately equipped to partake on your chosen course.

You must be physically able to undertake the course and all scheduled activities.

If you do have any injuries, discomfort or prior knowledge that is relevant to any activities being performed it is your responsibility to make those known both within the primary application period, and, as required, at the course contact time to enable the health, safety and well being of both yourself and that of the group.

You must tell us of any defined medical conditions at the time of booking.

If your condition is such that you may require specific care within the duration of the contact time of the course, or you may foreseeably require to self-medicate with a legal/ permitted substance which may influence your ability to responsibly participate within the contact time of the course, or require support to self-medicate within the contact time of the course please inform us at the time of booking **AND** notify the facilitator(s) immediately as you book into the course.

If for any reason you are not in a suitable condition to attend or complete a course or are under the influence of drink or drugs the facilitator may ask you to leave the course. We will not be liable for any extra expense incurred.

Complaints:

Should you have a problem or complaint on your course you must bring it to the attention of MovES Ltd staff as soon as possible in order that the problem may be rectified. As necessary the situation shall be reviewed in order that a fair and equitable solution for all parties may be reached.

If you feel that the problem was not resolved and resulted in a much reduced outcome to, or enjoyment of the course you must inform us in writing within 28 days and we will normally respond within 28 days to resolve the matter to the satisfaction of both parties.

Privacy:

MovES Ltd will not pass on your personal details to any third party except for informing on the basis of administration requirements to those who will be involved in the process of organising your chosen course or the facilitators who deliver it.

If you are exposed to any additional terms and conditions regarding privacy as a result, you will be informed accordingly.