

Terms and Conditions

1. About these Terms and Conditions

1.1 These Terms and Conditions (the “Conditions”) form the whole of our ‘Agreement’ with you,

1.2 In these Conditions ‘we’ and ‘us’ means JB Training Ltd (Registered Company Number); ‘you’ means the individual or organization Booking the competency assessment services (SVQ) under these Conditions; ‘Booking’ means a request by you to book the competency assessment service (SVQ) with us; ‘Candidate’ means an individual registered onto the competency assessment service (SVQ) by you; ‘Reasonable Adjustments’ means reasonable adjustments either in accordance with relevant equal opportunities legislation or as part of what we deem to be good practice,

1.3 These conditions and all other express terms of the contract between JB Training Ltd and you shall be governed by and construed in accordance with Scottish and English law and each party agrees to submit to the exclusive jurisdiction of the courts of Scotland, England and Wales

1.4 These Conditions replace all other terms and conditions previously applicable and shall apply to any Booking to the exclusion of any other terms and conditions.

2. Booking

2.1 You may make a Booking by telephoning our Competency Assessment Team or by completing our Booking form, where applicable, and returning it by email or by post to the registered office shown in clause 6,

2.2 Bookings made for competency assessment services (SVQ) shall be regarded as an agreement by you to book the competency assessment service (SVQ) under these Conditions,

2.3 As soon as reasonably practicable you shall provide us with the name of the Candidate(s) and of any special requirements they may have, particularly with regard to workplace availability, mobility and any access restrictions to their workplace, including mandatory site inductions or special vetting requirements,

2.4 Substitution of a Candidate will not be allowed once the candidate has been registered with the awarding body.

3. Price

3.1 The price of the competency assessment service (SVQ) is set out on the booking form and includes the following;

a) Initial candidate induction to the requirements of the registered qualification either as an individual or as part of a group induction,

b) Supportive documentation to assist in building a portfolio of workplace evidence to prove competence for the registered qualification,

c) One (1) site based assessment/workplace interview to observe performance in support of a claim to competence covering no more than 10 hours including travel to and from the postcode areas (see 3.5) to the place of assessment by the assessor

allocated to the candidate,

d) Ongoing telephone and email support for each registered candidate for a period not exceeding 6 months for level 2 qualifications and not exceeding 9 months for level 3 and above qualifications, unless and as agreed between us, you and the candidate,

e) Assessment of submitted evidence by the assessor up to the completion of portfolio,

f) Internal Verification of assessment decision leading to application for certification,

g) Safe and secure storage of assessment documentation including certification for a period as determined by the awarding body,

3.2 The price of the competency assessment service is exclusive of Value Added Tax.

3.3 The price of the competency assessment service excludes registration fees, which will be invoiced separately and in advance. These fees are payable by JB Training Ltd on your behalf to the awarding body and are non refundable,

3.4 Additional assessment visits (as required) will be charged at a rate set out on the booking form. Additional assessment visits will be agreed in advance between you and us and invoiced accordingly,

3.5 'Out of radius mileage' will be charged per mile at a rate set out on the booking form. 'In radius mileage' is determined as 150 miles round trip from Postcode EH51 to the assessment destination postcode. Multiple candidates working for the same company and being inducted/assessed at the same time can 'pool' mileage to avoid additional charges,

3.6 If necessary, we reserve the right to charge overnight accommodation fees in certain circumstances. These will be agreed at the time of booking.

4. Payments and Payment Terms

4.1 Payment for the competency assessment service (SVQ) will be invoiced on three separate invoices at different stages;

a) Awarding body registration fees are payable on your behalf to SQA in order to register the candidate for the qualification. These fees must be paid in advance unless otherwise agreed by us. This will be included in the initial Invoice,

b) Immediately following candidate induction an invoice representing of 60% of the booking form value will be issued and due payable in accordance with the payment terms stated on the invoice,

c) Immediately following candidate completion an invoice representing the balance of the booking form value will be issued and due payable in accordance with the payment terms stated on the invoice or no later than 6 months following induction for level 2 qualifications and no later than 9 months for level 3 and above qualifications.

4.2 Payments for agreed additional assessment visits and out of radius mileage charges and overnight accommodation fees will be invoiced separately and as soon as the expenditure arises,

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4.3 Terms of payment for credit accounts will be 30 days from the date of invoice unless otherwise agreed in advance and in writing,

4.4 We may exercise our statutory right to claim interest and compensation for debt recovery costs under the late payments regulations if we are not paid in accordance with our agreed credit terms as stated on our invoices.

5. Cancellations and Earlier Leaver Charges

5.1 Once a candidate is inducted and registered for the qualification you cannot ask for a refund of either the registration fees or the stage 1 payment.

5.2 Five (5) months after induction or after the initial site based assessment/interview, whichever comes first, you cannot cancel the stage 2 payment which becomes payable at either 6 months for level 2 qualifications or 9 months for level 3 and above qualifications.

5.3 We reserve the right to withhold a claim for certification until the final part of the invoice is paid in full.

5.4 We reserve the right to remove candidates from our center registration if you fail to pay our invoices on time.

5.5 We reserve the right to remove candidates from our center registration if the candidate is unwilling or unable to complete the qualification in a reasonable timescale or in a timescale originally agreed between the assessor, the candidate and you. A reasonable timescale for suitably experienced workers undertaking level 2 qualifications is 6 months from induction or 9 months from induction for suitably experienced workers undertaking level 3 and above qualifications.

6. How to Contact Us

6.1 Telephone: 01506200489 – You can contact the Competency Assessment Team by telephone Monday to Friday from 9.00am until 5.00pm (except public holidays when the center is closed),

6.2 Fax: not available at present

6.3 Email: james@jbtraining.co.uk – Contact via email will be dealt with at all times but a reasonable delay is expected during out of hour's time or during holiday periods,

6.4 Post: The registered office is; 20 Grahamsdyke Terrace, Bo`ness, EH51 9QE.