



## **GRADE ONE TRAINING**

### **Terms and Conditions**

Newbubbles operates the following terms and conditions in respect of its training and conferencing services:

#### **Coverage:**

All purchasers of Newbubbles training & conferencing services are expected to adhere to our terms and conditions of purchase. As a purchaser, you agree to comply with these terms and conditions in full and accept that these take precedence over any local institutional purchasing agreement. When you place a booking with us, this is treated as an acceptance of our terms and conditions.

#### **In-House Events:**

Newbubbles offers a range of in-house training options to colleges and business organisations. To book an event, we will ask the client to e-mail us at [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com) for confirmation. This e-mail forms a binding agreement with us in accordance with our standard terms and conditions of supply.

The following general terms apply for in-house events:

- Newbubbles will require the client to state the programme title, aims, target audience, delegate numbers and timings.
- The client's e-mail confirmation implies that all programme details and fees have been discussed and agreed. Newbubbles will issue the client with a contract note confirming this booking. Newbubbles will not normally re-negotiate fees after this point, after which cancellation charges will apply.
- Newbubbles retains jurisdiction on whether a trainer is considered to be suitable to deliver a specific event. If the client wants to change the trainer, this may incur additional fees and administrative charges.
- The client will provide the trainer with appropriate refreshments before and during the event (including a lunch if the event is a full-day).
- The client will provide all relevant travel and venue details to Newbubbles no later than 14 days prior to the event date and be responsible for organising a parking space for the trainer.
- The client's booking automatically permits Newbubbles to use its own evaluation form with delegates to judge the quality of the event.

- We ask our college clients to refer requests for repeat business back to [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com) in the first instance. Our trainers are not authorised to agree terms and conditions for specific commitments on our behalf, nor will they consent to independent contracting outside of their working agreement with Newbubbles Ltd.

### **Cancellations Policy:**

To cancel a reservation on one of our training events please e-mail us at [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com) with the details of your booking. The following standard terms apply:

- If you cancel 1 calendar month or more from the event date, you will get a full refund.
- If you cancel between 14 days and 1 calendar month of your training date, you will get a 50% refund
- If you cancel within 14 days of your training date, you will *not* be entitled to a refund

In respect of conference bookings, you may cancel your reservation by e-mailing us at [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com) with the details of your booking. For conference events, the following standard terms apply:

- If you cancel 1 calendar month or more from the conference date, you will be refunded in full minus an administration charge of £50.00 + VAT.
- No refund will be made for cancellations after this date, although substitutions will be accepted as long as the details are confirmed to us in writing.
- Bookings made within 1 calendar month of the event are non-refundable.

In respect of in-house training events that we have agreed to deliver on-site at a host college or corporation, cancellations must be made by e-mailing us at [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com). For in-house events, the following standard terms apply:

- If you cancel 1 calendar or more from the event date, you will not be liable for any fee.
- If you cancel between 14 days and a full month of your event date, you will be liable for 50% of the total agreed fee.
- If you cancel within 14 days of your event date, you will be liable for the full fee.

We allow a **7 day cooling off period\*** from the date of booking (our public events, in-house events and conferences) where you may cancel your booking without incurring a cancellation charge. This does not apply to the following booking situations:

- Where a booking is made within 14 days of an open event
- Where a booking is made within 1 full calendar month of an agreed in-house or conference date.

In both cases, the full fee will be automatically charged to your college even if you change your mind on the booking.

### **Our Cancellations:**

Newbubbles reserves the right to cancel courses without notice in the event of unforeseen circumstances or where the event does not achieve the minimum quota of delegates. Where this occurs, delegates will be entitled to a full refund.

Newbubbles accepts no liabilities or damages from delegates or their associate organisations for courses that are cancelled for the reasons stated above. This includes courses that would have awarded individuals and/or the organisation a certificate, a professional accreditation or a designated quality stamp conferred by the delegate's attendance.

### **Payment Terms:**

Your training/conference place is booked when you send us an e-mail or order form confirming the details of the event(s) you wish to attend. You will have a **seven day cooling off period** to cancel your reservation\*. After this time, our cancellation charges apply.

*\*(this is subject to the restrictions already set out under 'Cancellations Policy').*

When you are making a booking, Newbubbles assumes that you have the appropriate authority to make the purchase, and will charge your employer accordingly. Unless otherwise stated, an invoice will be sent to your employer and your employer is expected to pay by organisational cheque or direct BACS payment **no later than 28 days from the invoice date.**

**Company Name: Newbubbles Ltd,  
VAT No: 108 7004 40**

Our preferred payment system is by BACS (please e-mail us for these details). We can accept organisational cheques, but these may incur bank charges which will be passed on to the client. For individual clients, Newbubbles will also accept guaranteed personal cheques or payment by electronic transfer.

Unless otherwise stated, event costs are **exclusive of VAT**. The standard UK VAT tariff will be applied in all transactions.

### **In-House Events:**

- Clients will be expected to pay a **25% deposit** on the total agreed fee **no later than 28 days prior to the event date**. Failure to make payment will automatically invalidate any previous agreement with us.
- Our standard trainer fee is £1399.00+VAT for a full day's training for an unlimited number of attendees.
- From time to time, Newbubbles will publish events at lower fee tariffs subject to specific payment and operational agreements/conditions.

Half-days may be charged at the same rate as the trainer cannot be booked to another event in the same day.

- Requests to change the trainer will be accommodated where possible and will incur a charge of £50.00+VAT plus any additional fees that the new trainer may apply.
- There may be a fee for the production of delegate workbooks and materials that accompany a specific event. Unless otherwise agreed, these will be charged at our standard rate of £3.00 + VAT per workbook.
- If we agree to supply the client with electronic copies of workbooks/materials, these will be subject to our standard copyright restrictions. Unless otherwise indicated, in-house materials are produced for the exclusive use of staff working in the host college. This use is restricted to matters of staff's professional development and learning. Under no circumstance can these materials be used – in any form or media – with external clients or for commercial purposes without the express consent of Newbubbles Ltd. Enquiries should be forwarded to [contactus@newbubbles.com](mailto:contactus@newbubbles.com) in the first instance.

Where a client deviates from our agreement (e.g. increased delegate numbers, duration of event, no lunch provided, etc), we will apply the following rules:

- For every additional delegate, this will be charged at £30.00 + VAT per delegate.
- For every 15 minutes later than the agreed duration of the event, this will be charged at £50.00 + VAT.
- We will charge a standard £15.00 + VAT for the trainer's lunch and refreshments where none is received at the event.

#### Expenses:

Expenses will be reimbursed by the client in full subject to prior agreement with the client. The following rates will be applied:

- Car Journeys – these will be charged at £0.50 per mile, and distances calculated using AA Routeplanner or Google maps
- Train Journeys – trainers will use economy (2<sup>nd</sup> class) fares where this is possible and the costs of travel will be charged to the client.
- Plane Journeys - if required, the lowest possible fare will be secured and agreed with the client prior to booking.
- Taxis - where receipts are available, these are charged at cost.
- Car Parking - this will be charged to the client at cost.
- Accommodation - trainers will use our standard budget accommodation - Travelodge, Premier Inn or similar, OR accommodation suggested by the client. Receipts supplied and charged at cost.
- Subsistence - trainers will require an evening meal the night before - up to £30.00 is the sum that we will claim back from the client, charged at cost, all receipts will be supplied where possible.
- Photocopying - this is not usually required, but where needed this will be charged at 10p per A4 copy.

We will agree expenses for individual events at the point of commission with each client. We will submit receipts where this is possible to provide, but cannot guarantee this in every case.

### Open Events:

- We do not usually provide electronic copies of our work materials or presentations unless we agree this with the client in writing.
- An agreement by an individual trainer to provide materials on a specific date and event does not constitute a binding agreement with the client and such commitments are always subject to the authorisation of the Managing Director of Newbubbles Ltd.
- Any materials which are provided electronically are subject to our standard copyright restrictions. In general, materials may be used by the client and shared with their college colleagues for the purposes of staff development, but must not be used in any client-facing or commercial activity without our express consent. Enquiries should be forwarded to [contactus@newbubbles.com](mailto:contactus@newbubbles.com) in the first instance.

### Late Charges:

For every month that the invoice is late, we will re-issue the payee with a new invoice that will include our monthly late payment fees. We will charge a **re-issue fee of £12.00**. After 90 days of non-payment, we will refer the matter to a debt collection agency.

Late payments will also attract a charge of **3% a week on amount overdue** until final payment is completed and cleared in our bank account. Late payment will render any applied booking discounts invalid. If the matter is referred to a debt collection agency, all costs related to this debt recovery will be charged to the payee's account.

We reserve the right to remove discount privileges on purchasers who do not comply with these payment terms.

### Voucher Scheme:

We want to reward our clients by making bigger discounts available to them. From time to time, **Newbubbles discount vouchers** will be issued to our delegates to save money on future training events with us. To use your voucher at your chosen event, give this to your Newbubbles representative at the sign-in desk. The voucher will entitle you to a % saving on the cost of this event (displayed on the voucher).

Please note: there are strict rules for the use of Newbubbles vouchers.

- One voucher is valid for one person only.
- Vouchers can only be used for a single event.
- Vouchers *can* be transferable - you can give the voucher to another person to use.
- You cannot claim a discount without the voucher (so please do not ask our staff to do this)
- Some events are exempt from our discount scheme (please consult our event listings for these exemptions)
- Any dispute about the use of vouchers **MUST** be made to [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com) and our decision will be final.

### **Changes to Published Programmes:**

Newbubbles reserves the right to change the trainer, venue or subsistence arrangements without further notice, whilst ensuring that such changes can be reasonably met by delegates who have already booked onto a specified course. Changes will be notified to each delegate via e-mail, text message or telephone as soon as possible. A delegate is not entitled to a refund where Newbubbles identifies that the change could be 'reasonably accommodated' by the delegate.

Reasonable changes include:

- substituting one trainer for another of equivalent experience and/or expertise
- changing the location but remaining within a 5 mile radius of the original venue
- changing the catering offer, whilst maintaining the quality and quantity of subsistence provided to each delegate

In respect of our in-house training events, Newbubbles reserves the right to substitute one trainer for another of equivalent experience/expertise without prejudicing our agreement with the client.

### **Photography and Videography:**

Newbubbles reserves the right to take photography and video footage of our training events. We use this information to promote our future activities AND to quality assure their delivery. Newbubbles owns the *exclusive copyright* to this material.

It is a *condition of purchase* that you consent to this photography and videography and waive your rights to its ownership. We will endeavour to be sensitive to individual needs (and to work around these) but cannot guarantee that any delegate will avoid being photographed and/or filmed during an event.

### **Feedback & Review Process:**

We believe that every training event should be high quality and meet each delegate's needs, and we work with trainers to continually improve the delegate experience. We use training evaluation forms, data analysis reports, follow-up e-mails and video footage to quality check our events and make improvements to our offer.

If a delegate reports a negative experience to us, we take this very seriously and ask them to do the following:

- Submit their training evaluation form at the end of the session and tell us why the event did not meet their aims.
- E-mail us at [gradeonetraining@newbubbles.com](mailto:gradeonetraining@newbubbles.com) with a full outline of their experience.
- Give us **five working days** to investigate and respond to the issue.

We will only consider re-imbusement or offer a fee waiver/discount for a future event where the delegate has:

- Submitted an evaluation form at the end of the session.
- Reported their experience within **two weeks** of the event date.
- Offered a view that is consistent with the feedback of other delegates (a majority).

Re-imbursments and fee waivers are made at the sole discretion of Newbubbles Ltd, and form one of a number of possible actions we may take to ensure the continued satisfaction of our clients.

**Revisions to Policy:**

Newbubbles reserves the right to make amendments to this policy without the need to give advanced notice to its users. The version of the policy on our website should be considered as the prevailing policy and supersedes all previous versions.

*Last Updated: Newbubbles, 27<sup>th</sup> Sept 2014  
Version 1.4*