

## **Purchase of Commercial Training Courses - Terms and Conditions.**

**This Schedule contains Fife College's standard terms and conditions for the delivery of Commercial Training Courses.**

### **1 Definitions**

- 1.1 where we refer to "we", "us", or "our", we are referring to "Fife College" and "College" a college of further education and a charity with Registered Charity Number SCO21203, having its main office at Pittsburgh Road, Dunfermline KY11 8DY;
- 1.2 When we refer to "you" or "your", we are referring to the person who is the customer;
- 1.3 When we refer to a consumer, we are referring to an individual who is ordering the services from us for use by you, not in connection to any trade business, craft or profession; and
- 1.4 When we refer to Business, we mean anyone other than a consumer.

### **2 General**

- 2.1 You can contact us by:
  - Writing to us at Business Development Team, Fife College, Pittsburgh Road, Dunfermline, Fife KY11 8DY;
  - Emailing us at [sales@fife.ac.uk](mailto:sales@fife.ac.uk); or
  - Calling us on 0344 248 0128.
- 2.2 If we have to contact you or give you notice in writing, we will do so in writing by email or by post, to the email address and/or postal address (as applicable) as provided by you to us at the time you made your order.
- 2.3 When we refer to contract in this document, we are referring to our booking confirmation to you which confirms that we have agreed to carry out the services, this document and any proposal which we have sent out to you setting out what we are going to do for you. If the documents have differences in them, the booking confirmation would have priority over the other documents.
- 2.4 When we refer to services in this document, we are referring to the training courses which we have agreed to carry out for you as set out in the booking confirmation.

### **2.5 Order Through the Website**

- 2.5.1 When you place your order through the website, we will send you an email confirming if we have accepted your order. Once we have accepted your order, we have confirmed that we will provide you with the services.

## **2.6 Order Through Direct Engagement**

- 2.6.1 You can also place your order by email, phone or at our premises. When you place your order this way, we will confirm by email, phone or in person whether your order has been accepted.

## **3 General information about making your order**

- 3.1.1 It is your responsibility to ensure that the details of your order are correct and accurate and that you provide us with all information which you need to. If you make any errors in your order, we will not be responsible for them.
- 3.1.2 The terms of the contract are applicable to any orders which have been placed and you should make sure you read these carefully before placing your order. When you have placed your order, you will be confirming that you are accepting these terms and conditions.
- 3.1.3 We will only accept orders once we have checked them from our point of view and sometimes we will reject orders.
- 3.1.4 Payment for your order needs to be made in accordance with our instructions which you will be told about, are on the website or are set out in the booking confirmation which we send you. Please note that we will charge you if you do not give us the information we ask for.

## **4 Our service**

- 4.1 Whilst we display information relating to the services on our website and in other marketing materials (for example course brochures and course catalogues), this information is for illustrative purposes only. We will do what we reasonably can to make sure that the information provided is a fair representation of the services, but the actual services may vary slightly from that set out on the website and on our other marketing materials.
- 4.2 We may need to change the services. Where we need to change the services to reflect changes:
- 4.2.1 in the relevant laws and regulatory requirements;
- 4.2.2 as a result of input from awarding bodies, funders or other regulatory bodies;
- 4.2.3 if the changes are minor technical adjustments improvement that do not change the overall service being provide; and
- 4.2.4 to update digital content.

if that is the case, we can change it and let you know as soon as possible.

- 4.3 If we change the services in any other way, we will give you notice, and we will either not process your order or where your order has been processed, we will give you an option to terminate the contract.

- 4.4 Where you are located outwith Scotland, you must make sure that accessing the content or carrying out the course complies with all applicable laws and regulations of the country in which the services are provided. We shall not be liable or responsible if you break any such law.
- 4.5 We shall provide the services at the location and dates set out in the confirmation or order (as appropriate).
- 4.6 **We do reserve the right to alter the location and dates set out in the Order. If we require to alter the dates or location, we will contact you with a revised date and/or location.**

## 5 Providing the Services

- 5.1 **If you are a Consumer you have 14 days after the date when we have confirmed your booking to change your mind about the purchase except where you have downloaded digital content.** We will not commence the services or enable you to access any digital content until after that period.
- 5.2 If you are a Business:
  - 5.2.1 You confirm that the individual who has submitted the order or request for services has full power to bind the business who is entering into this contract;
  - 5.2.2 the terms of the contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between both parties, whether written or oral, relating to its subject matter;
  - 5.2.3 you acknowledge and agree that in entering into this contract you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract; and
  - 5.2.4 both parties agree that neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.

## 6 Your Duties

- 6.1 You must provide us with such information and/or facilities that we require to undertake the services.
- 6.2 You must co-operate with us in all matters relating to the services and pay us on time for the services.
- 6.3 If you are a Business, we only supply the services for internal use by your business, and you agree not to use the services for any re-sale purposes.

## 7 Price and Payment

- 7.1 We shall do what we reasonably can to ensure that the price(s) stated on the website, our any quotation for the services and/or in our other marketing materials are accurate and up-to-date. In the event of any pricing errors, we shall notify you by email and give you the opportunity to re-confirm that you wish to continue with this contract at the correct price or cancel your contract.
- 7.2 The price(s) on the website, our quote proposal and/or in our other marketing materials are inclusive of VAT and any other applicable taxes insofar as the price(s) relate only to the services. For other costs and expenses, the quote proposal and/or our other marketing materials will detail whether such costs and expenses are inclusive or exclusive of VAT.
- 7.3 By submitting a credit or debit card number, you:
- Confirm that your use of the particular card is authorised and that all information that you submit is true and accurate; and
  - Authorise us to charge the card for all amounts payable to you by us (including VAT and any other applicable taxes) in connection with your order.
- 7.4 Where payment is outstanding, the College may:
- 7.4.1 withhold certification including release of certificates until full payment is received;
- 7.4.2 refuse or cancel future bookings where payment for an event under these Terms remains outstanding; and/or
- 7.4.3 cancel the contract pursuant to clause 8.1.

## 8 Cancellation and Termination

- 8.1 We may cancel the contract (or any part of the contract) for any reason, in which event we shall notify you. We shall also refund any payments you have made in respect of the services unless we have cancelled the contract because:
- you have failed to pay for the services by the due date;
  - you have breached any other term of the contract; or
  - you are a business and have ceased to carry on trading or you have had a receiver, administrative receiver or liquidator appointed over all or any part of your assets.
- 8.2 To cancel the contract, you must notify the College of your decision to cancel. Cancellations may be given by telephone on 0344 248 0128 and must also be confirmed in writing to Business Development Team, Fife College, Pittsburgh Road, Dunfermline, Fife KY11 8DY and/or [sales@fife.ac.uk](mailto:sales@fife.ac.uk).
- 8.3 If you are a consumer, **you have 14 days after the date when we have confirmed your booking to change your mind about the purchase except where you have downloaded digital content. Where you have downloaded digital content you lose your right to cancel within the 14 days.** If you let us know that you wish to

cancel the contract within this period we will arrange to issue you with a refund. We may reduce your refund to reflect any reduction in the value of the materials, if this has been caused by you mishandling of the materials in a way which would not be permitted in a shop.

- 8.4 In the event that you cancel at any time before we commence the services other than as set out above in clause 8.3, or if you are a Business and not a consumer, the College will refund the price paid for the services. However, we may reduce your refund by the cancellation charges as set out below:

Notice Period	Charge
22 or more days' notice in advance of the date when the services are due to commence	No charge
21 or less days' notice in advance of the date when the commencement is due to commence	100% charge

- 8.4.1 If you have any materials which are to be used for any of the courses, you must return these materials to us as soon as reasonably practicable upon cancellation you will be responsible for the costs of returning the material and any damage which may have been caused as a result of the materials.
- 8.4.2 Refunds shall be made using the same means of payment used by you for the initial transaction, unless you have expressly agreed otherwise. When a refund is made to a credit or debit card, this can take up to seven (7) working days to appear in your bank account, but this timescale may vary depending on your bank's processing times. If you would like further clarification on the timescales involved, you should contact your card issuer.

## 8.5 Businesses' Right to Cancel

- 8.5.1 You can cancel the contract at any time from the date of the booking confirmation up to the Commencement Date.
- 8.5.2 In the event of cancellation by you, the College will refund the price paid for the services. However, we may reduce your refund to reflect any reduction in the value of the materials and the following cancellation charges will apply:

Notice Period	Charge
22 or more days' notice in advance of the commencement date	No charge
21 or less days' notice in advance of the commencement date	100% charge

- 8.5.3 If any materials were delivered to you, you must return these materials to us as soon as reasonably practicable upon cancellation. If you cancel the contract, you will be responsible for the cost of returning the materials to us. You have a legal obligation to keep the materials in your possession and to take reasonable care of the materials while they are in your possession. If you were provided with online access to the services, this access shall be revoked upon cancellation.
- 8.5.4 To cancel the contract, you must notify the College of your decision to cancel. Cancellations may be given by telephone on 0344 248 0128 and must also be

confirmed in writing to Business Development Team, Fife College, Pittsburgh Road, Dunfermline, Fife KY11 8DY and/or [sales@fife.ac.uk](mailto:sales@fife.ac.uk).

- 8.5.5 Refunds shall be made using the same means of payment used by you for the initial transaction, unless you have expressly agreed otherwise. When a refund is made to a credit or debit card, this can take up to seven (7) working days to appear in your bank account, but this timescale may vary depending on your bank's processing times. If you would like further clarification on the timescales involved, you should contact your card issuer.

## 9 Our Liability

### 9.1 Where you are a consumer:

- 9.1.1 If we fail to comply with our obligations in the contract these Terms, we may be responsible for loss or damage suffered by you.

### 9.1.2 We are not responsible for losses you suffer by us breaking the contract if the loss is:

- 9.1.2.1 **Unexpected.** This means where it was not obvious that it would happen and nothing you said to us before we accepted your order would mean that we should have expected it so happen. In law, the loss was unforeseeable.

- 9.1.2.2 **Avoidable.** This means something that you could have avoided by taking reasonable action.

- 9.1.3 Nothing we say in this contract limits any rights you might have as a consumer or other legal rights that we legally can exclude. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

### 9.2 Where you are a business (this is used for the purpose of your trade business craft or profession):

- 9.2.1 The entire financial liability of the College under this contract including (without prejudice to the forgoing) in respect of:

- any breach of the terms of this contract;
- any use made by you of the services we carry out under this contract; and/or
- any negligence, representation, statement or delictual act or omission arising under or in connection with the contract or us providing the services under the contract

shall be limited to the lesser of £20,000 or 100% of the price of the services we are carrying out under the contract with you.

- 9.2.2 Nothing in our contract with you in relation to providing the services limits or excludes: our liability for death or personal injury caused by our negligence; or fraud or fraudulent misrepresentation; or any other liabilities which we cannot exclude as a matter of law.

- 9.2.3 Subject to clause 9.2.2, we will not be liable to you whether in contract, delict (including negligence), breach or statutory duty, or otherwise, arising under or in connection with the contract for:
- any loss of profits, sales, business, or revenue;
  - loss or corruption of data, information or software;
  - loss of business interruption;
  - loss of anticipated savings;
  - loss of goodwill; or
  - any indirect or consequential loss.
- 9.2.4 We do not give any representation, warranties or undertakings in relation to the services we are providing under this contract. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the services are suitable for your purposes.
- 9.2.5 We have no liability for loss, theft or damage or equipment used as part of the services we are carrying out for you.

## **10 Intellectual Property**

- 10.1 If we supply you with any materials these belong to us. You can use these for your chosen course and you should keep these safe until the course is completed or if it happens earlier until this contract comes to an end. At that point they should be returned to us in the condition they were given to you.
- 10.2 All ideas, methods, processes, inventions, discoveries, designs and other copyright work made or created by us in relation to us providing the services or any of the materials we give you or let you use will continue to be owned by us. You can use the materials for the course, but you shouldn't copy these or use them for anything else.
- 10.3 All intellectual property made or created by us for the purpose of and/or in the provision of the services, together with any modifications, enhancements or alternations thereto, shall vest and be owned absolutely by us, unless otherwise agreed in writing by us.

## **11 Your Information**

Where we process your personal data, we are the data controller for the purposes of the Data Protection Act 2018, the UK General Data Protection Regulation, and the Privacy and Electronic Communications Regulations 2003.

- 11.1 If you have any questions, comments or requests regarding your personal data, you should contact our Data Protection Officer at [dpo@fife.ac.uk](mailto:dpo@fife.ac.uk).
- 11.2 You can find out about your rights and how we process your personal data by viewing our privacy notice and our Data Protection Policy. These are available from the [policies and key documents section of our website](#). The Commercial Clients

privacy notice and Data Protection Policy may be updated from time to time. Updated versions will be made available on the College's website.

- 11.3 If you are unhappy with how we handle your personal data, you can contact us at [dpo@fife.ac.uk](mailto:dpo@fife.ac.uk).

## **12 Where something happens which is outwith our control**

- 12.1 If something happens which we cannot control which means that we cannot carry out the things that we are supposed to in this contract, our obligation to carry out those things will be suspended. This means that we will not need to do the things under this contract which we are prevented from doing. We will let you know when we can if this has happened. If we are stopped from carrying out what we need to do for more than three months we can terminate this contract and we would not be responsible for your losses suffered by the contract being terminated in these circumstances.

## **13 If any terms of this contract are not valid the rest will still apply**

- 13.1 If a court or other authority decides that some of these terms are unlawful or not valid, the rest of the terms of the contract will continue to apply.

## **14 Delay in enforcing the contract**

- 14.1 Even if we delay in insisting that you do something under this contract or we delay in enforcing this contract we can still ask you to do it later or enforce it later. We might not immediately chase you for not doing something (for example like paying) or chase you if you do something you are not allowed to do, but that does not mean that we can't do it later.

## **15 Who will carry out the services**

- 15.1 We may do anything we need to do under this contract ourselves or through using other organisations or people.

## **16 Transfer of the contract**

- 16.1 You can only transfer your contract with us if we agree to do this in writing.
- 16.2 We can transfer our contract with you so that a different organisation is responsible for the contract instead of us. We will tell you in writing if this happens and we will ensure that the transfer won't affect your rights under this contract with us.

## **17 Rights of other people under this contract**

- 17.1 No-one else has any rights under this contract. This contract is between you and us. No-one else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

## **18 Notices**

- 18.1 Any notice or other communication given to you by us, or by us to you, shall be in writing and shall be sent by pre-paid first-class post or other next working day delivery, or by email.
- 18.2 A notice or other communication shall be deemed to have been received:
- 18.2.1 if sent by pre-paid first-class post or other next working day delivery service, three working days after the date of posting; or
- 18.2.2 if sent by email, one business day after the email is sent.
- 18.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such an email was sent to the specified email address of the addressee.
- 18.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in legal action.

## **19 Complaints**

- 19.1 Our complaints handling procedure is set out here  
<https://www.fife.ac.uk/media/ezwa1jlp/complaints-handling-procedure.pdf>

## **20 Going to Court if you are a consumer who has entered into this contract**

- 20.1 These Terms are governed by Scots law and wherever you live you can bring claims against us in the Scottish Courts. This means that any dispute or claim arising out of or in connection with it will be considered based on the laws of Scotland.
- 20.2 If you are a business, you agree that the Scottish Courts have exclusive jurisdiction.