

## Services Terms and Conditions

These terms and conditions are between Derby City Council of The Council House, Corporation Street, Derby, DE1 2FS (“the Council, we, us”) and the Customer (“you”, “consumer” or “business”).

### **Our terms and conditions**

#### **1. Parties**

- 1.1** The Council (“we” or “us”) have agreed to provide the Customer (“you”) with adult social care training related services (the “Services”) in accordance with these terms and conditions and the order form completed and submitted. You are willing and able to pay for the Service as set out in the order form.

#### **2. Interpretation and Definitions**

- 2.1** In these terms and conditions the following definitions apply;

- (a) Commencement Date: means the date on which the Services will be delivered in accordance with the order form;
- (b) Order Form; means the form completed and agreed between the parties setting out the Services to be provided to the Customer.
- (c) Services: means the services to be delivered by the Council to the Customer in accordance with these terms and conditions and the Order Form.
- (d) Working Day: Monday to Friday, excluding any public holiday in England and Wales;

- 2.2** In these terms and conditions, the following rules apply;

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes emails (except for the purpose of formal notice for dispute resolution).

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### 3. These terms

**3.1 What these terms cover.** These are the terms and conditions on which we supply Services to you, whether these are services or digital content.

**3.2 Why you should read them.** Please read these terms carefully before you submit your order to us either online or over the phone. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**3.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

There are some provisions specific to consumers and those specific to businesses only we have tried to make it clear throughout the terms, however if you are concerned please contact the customer services team.

**3.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 4. Information about us and how to contact us

**4.1 Who we are.** We are Derby City Council t/a Adult Training Services our address is the Council House, Corporation Street, Derby, DE1 2FS. Our registered VAT number is GB127221991.

**4.2 How to contact us.** You can contact us by telephoning our customer service team at 01332 641229 or by writing to us at [WLD.Admin@derby.gov.uk](mailto:WLD.Admin@derby.gov.uk) and Derby City Council,

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Adults Workforce Learning and Development , The Gatehouse, 184 Kedleston Road, Derby, DE22 1GT.

**4.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**4.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails, except in the case of formal notice of termination or service of proceedings.

### 5. Our contract with you

**5.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**5.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services or because we are unable to meet a delivery deadline you have specified.

**5.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**5.4 We only sell to the UK.** Our website is solely for the promotion of our Services in the UK. Unfortunately, we do not accept orders from addresses outside the UK. For the avoidance of doubt provided the invoice address and place of business or intended use is within the UK then the order shall be accepted, but the Council reserves the right to reject any order on its own discretion.

### 6. Our Services

**6.1 Services may vary slightly from their pictures.** The images of the Services on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Services. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Services are updated from time to time to comply with changes in legislation or other guidance our website has a 20% tolerance.

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## **7. Your rights to make changes**

If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **8. Our rights to make changes**

### **8.1 Minor changes to the Services.** We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements, this could mean that the course materials will change from the date of booking to the date of the actual delivery; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Services.

### **8.2 More significant changes to the Services and these terms.** In addition, as we informed you in the description of the Services on our website, we may make the following changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received:

- (a) Changes of the trainer(s);
- (b) Change of venue;
- (c) Change to the number of participants;
- (d) Changes or updates to the course materials;
- (e) any other changes which may be required from time to time to comply with changes to legislation or regulations around the provision of the Services.

### **8.3 Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## **9. Providing the Services**

### **9.1 When we will provide the Services.** During the order process we will let you know when we will provide the Services to you. As the Services will be one-off Services we will begin

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the services on the date set out in the order. The estimated completion date for the Services is as told to you during the order process.

**9.2 We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

**9.3 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 12.2 will apply.

**9.4 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you, for example, where English is a second language, any disabilities or additional learning needs, such as dyslexia. If so, this will have been stated in the description of the Services on our website, [www.derby.gov.uk/wld-training](http://www.derby.gov.uk/wld-training). We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**9.5 Reasons we may suspend the supply of Services to you.** We may have to suspend the supply of a Services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 8).

**9.6 Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than two weeks in any three

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month period, we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the contract for a Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

**9.7 We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 15.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 15.7). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Service we can also charge you interest on your overdue payments (see clause 15.6).

## **10. Your rights to end the contract**

**10.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;**
- (b) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 10.7.**

**10.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Services which have not been provided.

The reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 8.2);
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

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- (e) you have a legal right to end the contract because of something we have done wrong.

**10.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most Services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**10.4 Our goodwill for consumers.** Please note, these terms reflect the goodwill offered to UK consumer customers, which is more generous than your legal rights. We will always try to accommodate a change of date wherever possible and will be prepared to re-schedule the training to an alternative date:

**10.5 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- (a) course material provided as part of the course;
- (b) if the course is due in less than 14 days there will be no refund available;
- (c) digital products after you have started to download or stream these;
- (d) services, once these have been completed, even if the cancellation period is still running;

**10.6 How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, a course place)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

**10.7 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 10.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and

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we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

### **11. How to end the contract with us (including if you are a consumer who has changed their mind)**

#### **11.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) Phone or email.** Call customer services on 01332 641229 or email us at WLD, Admin, WLD.Admin@derby.gov.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) By post.** By notice in writing to Derby City Council, Adults Workforce Learning and Development, The Gatehouse, 184 Kedleston Road, Derby, DE22 1GT by sending details of what you bought, when you ordered or were due to receive it and your name and address.

#### **11.2 How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the Services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

#### **11.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a)** In the case of Services we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

#### **11.4 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

### **12. Our rights to end the contract**

#### **12.1 We may end the contract if you break it.** We may end the contract for a Services at any time by writing to you if:

- (a)** you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;



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- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, Any specific learning needs, eg where English is a second language, any disabilities a person may have we need to be aware of, additional learning needs such as dyslexia;
- (c) you do not, within a reasonable time, allow us to deliver the Services to you or collect them from us;

**12.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**12.3 We may withdraw the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 14 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

### **13. If there is a problem with the product**

**How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01332 641229 or write to us at [WLD.Admin@drby.gov.uk](mailto:WLD.Admin@drby.gov.uk) and Derby City Council, Adults Workforce Learning and Development , The Gatehouse, 184 Kedleston Road, Derby, DE22 1GT.

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#### 14. Your rights in respect of defective Services if you are a consumer

14.1 If you are a consumer we are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

##### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **services**, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause [10.2](#).

#### 15. Price and payment

15.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause [15.3](#) for what happens if we discover an error in the price of the Services you order.

15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have

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been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 15.4 When you must pay and how you must pay.** We accept payment by Derby City Council online payment services or over the phone at the customer services team on 01332 641229. In limited circumstance we are able to arrange invoice, please contact the customer services team. You must pay each invoice within 30 calendar days after the date of the invoice.
- 15.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or if you are a consumer at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 15.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 16. Our responsibility for loss or damage suffered by you if you are a consumer**
- 16.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill[, but we are not responsible for any loss or damage that is not foreseeable]. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent

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misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 14.1

**16.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so, this shall be capped at the value of the order. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**16.4 We are not liable for business losses.** If you are a consumer we only supply the Services for to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

### **17. Our responsibility for loss or damage suffered by you if you are a business**

**17.1** Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective Services under the Consumer Protection Act 1987.

**17.2** Except to the extent expressly stated in clause **Error! Reference source not found.** all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**17.3** Subject to clause 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £1,000.

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**18. How we may use your personal information**

**18.1 How we will use your personal information.** We will only use your personal information as set out in <https://www.derby.gov.uk/site-info/privacy-notice/>.

**19. Other important terms**

**19.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**19.2 You need our consent to transfer your rights to someone else** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing, such consent may not be unreasonably withheld or delayed.

**19.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**19.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**19.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**19.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

**19.7 Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute

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Resolution (CEDR). CEDR] will charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

**19.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.