



Terms and Conditions of Booking and Cancellation Arrangements

Who We Are

The Royal Agricultural Benevolent Institution (RABI) is a registered charity in England and Wales. Our charity registration number is: 208858. Our main office is at Shaw House, 27 West Way, Oxford OX2 0QH, and we have teams across England and Wales.

Our Training Provider

Our training is provided on our behalf by our provider, Red Umbrella, an Ofqual regulated provider of QualSafe accredited courses. Red Umbrella's company number is 11517587. The company address is 2 Token House, Bridlesmith Gate, Nottingham, NG1 2HG. Please note that the contract for the provision of the training is between your organisation and RABI.

How to Contact RABI

Main office telephone number: 01865 724 931

Email address: mentalhealthtraining@rabi.org.uk

Terminology

'booking confirmation' means the confirmation sent by the charity to the organisation confirming the courses to be delivered, including dates, fees, numbers of candidates, locations, and other details;

'candidate' refers to the individual undertaking the course;

'charity' refers to RABI;

'contract' means the contract for delivery of the courses between the organisation and RABI and comprising the details given in the booking confirmation and these conditions;

'course' refers to a training course or courses detailed in the booking confirmation;

'in-person' refers to a course that is delivered face-to-face (and not online);

'organisation' refers to the company or organisation that places a booking on behalf of its employees or members (as candidates);

'these conditions' refers to these Terms and Conditions of Booking and Cancellation Arrangements;

'we', 'us', 'our' etc. refer to the charity;

'writing' refers to postal and email communication; and

'you', 'yours' etc. refer to the organisation.

1. Formation of Contract

- 1.1. Your booking enquiry or order constitutes an offer by the organisation to book courses in accordance with these conditions.
- 1.2. The enquiry or order is only accepted when we issue a written confirmation of the booking, at which point the contract for delivery of the courses comes into existence. Where we accept the enquiry, we will send you confirmation of your booking, and send your invoice within 10 working days of the booking confirmation. Should you not receive any email communication from us please contact us immediately.
- 1.3. Course bookings are confirmed where the minimum number of candidates (eight candidates per course) is reached. If (at the time of your enquiry) candidate numbers are below that minimum level, we will hold your enquiry as a provisional booking and (as applicable) will confirm the booking to you under Section 1.2 once minimum numbers are available.
- 1.4. These conditions apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, practice or course of dealing..

2. Course Details and Delivery

- 2.1. The details of the topics, date, time, location, and level of course will set out in the booking confirmation. For in-person courses arranged by the charity, directions to the venue will be issued in the confirmation email. For in-person courses arranged by external organisations, the charity is not responsible for the dissemination of arrival instructions. It is the responsibility of the organisation to ensure course details dates and times are circulated to all candidate(s).
- 2.2. Further information about the course will be sent by the provider to the candidates by email prior to the course.
- 2.3. We will deliver the course(s) in accordance with the description in the booking confirmation in all material respects and using reasonable skill and care.
- 2.4. We reserve the right to amend the course description if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the course, and we will notify you in any such event.
- 2.5. All intellectual property rights in the course materials are owned by us or our provider(s). We grant to the organisation a non-exclusive licence to use the materials for the purpose of their candidates receiving and using the courses and the training. These rights may not be sub-licensed, assigned or otherwise transferred by the organisation.
- 2.6. Aftercare (where included in the booking confirmation) is the provision of support by our provider for candidates. This support will be available for 2 years after the course end date and access instructions will be sent via email to candidates upon successful completion of the course.

3. Obligations of the organisation

- 3.1. The minimum age for all candidates is 18 years at the course start date unless otherwise stated. The organisation confirms that it will not permit the participation of any candidates below the minimum age in any course.
- 3.2. Organisations shall ensure that their candidates conduct themselves in responsible, safe and respectful manner on the course, and the charity reserves the right to refuse admission or enforce the removal of any candidate from the course that fails to do so. No refund will be given for any candidates refused admission or removed under this Section 3.2.

- 3.3. For online courses, it is the responsibility of the candidate to provide two devices to be used for the assessment stage of the online call as detailed further in the booking confirmation or other supporting documentation we provide. Organisations shall ensure that their candidates are aware of this requirement.
- 3.4. All courses are non-residential. For in-person courses, the organisation and/or candidates are responsible for making for travel and accommodation arrangements and for the cost of any relevant arrangements.

4. Fees and Payment

- 4.1. Course fees stated in the booking confirmation are (unless expressly stated otherwise) per candidate NOT per course.
- 4.2. Course fees include all relevant course materials, any relevant accreditations, and 2 years of Aftercare.
- 4.3. Where courses are to be delivered in-person at the organisation's own premises or at another venue requested by the organisation, the charity will charge reasonable travel and other expenses (including those of the trainer) if applicable. These will be estimated and agreed prior to course confirmation and will be invoiced prior to the agreed course.
- 4.4. Payment of the full course fees becomes due once we have issued the booking confirmation (unless we expressly agree otherwise). Invoices must be settled within 28 days of the invoice date or 6 weeks in advance of the course, whichever is earlier. If booking a course within 6 weeks of the course start date, the 28-day payment terms will apply unless we agree otherwise in writing.
- 4.5. The organisation's candidates will not be able to attend the course unless payment has been received by the due date (except that, where bookings are not made until shortly before the course date, we may agree to permit attendance subject to satisfactory payment terms being agreed). The charity is not responsible for any costs incurred by candidates or the organisation in this case.
- 4.6. Where the organisation has booked a course on the basis of the attendance of a given number of candidates, the non-attendance of any candidate(s) on the course (including through absence, termination of employment or membership of the organisation, illness or otherwise) does not affect the fees due, which

remain as stated in the booking confirmation. This does not affect the position below for transfers or cancellations.

- 4.7. Under the Late Payment of Commercial Debts (Interest) Act 1998 the charity reserves the right to charge interest on accounts overdue (such interest will accrue monthly at the statutory rate).
- 4.8. Failed payments may result in a charge of £25 (to cover administration and bank costs).
- 4.9. All fees and other charges exclude VAT which where applicable will be charged at the prevailing rate.

5. Cancellation by the organisation, and non-attendance

- 5.1. If the organisation wishes to cancel or amend a booking, the following provisions apply.
- 5.2. Cancellations notified to us in writing more than 30 days before the course start date will be refunded in full.
- 5.3. Cancellations notified to us 30 days or less before the course start date will not be refunded (except to the extent provided below in this Section 5.3). Where the organisation cancels under this Section 5.3 for a booking on which it had more than 8 candidates, we will retain the course fees equivalent to 8 candidates (per cancelled course), and the fees for any additional candidates above that number will be refunded to you.
- 5.4. The charity is not responsible for any additional costs incurred by the organisation as a result of its cancellation of a course, including costs for travel or accommodation.
- 5.5. Where the organisation wishes to amend the number of candidates to attend a course:
 - 5.5.1. An additional per-candidate fee will be payable for any additional candidates. Where additional numbers require further course sessions to be arranged, we will endeavour to arrange additional sessions but such additional sessions are not part of the course booking until we confirm in writing;
 - 5.5.2. If the organisation reduces the number of candidates (to not less than 8), the organisation will be charged for the amended number of candidates;

5.5.3. If the organisation reduces candidate numbers below 8 (but to at least 6), the organisation will be charged for 8 candidates;

5.5.4. If the organisation wishes to reduce candidate numbers below 6, that will be treated as a cancellation and Sections 5.2 or 5.3 (as applicable) will apply.

6. Transfers requested by the organisation

6.1. Requests to transfer are subject to the discretion of the charity.

6.2. Where we are managing the candidate list for an organisation for a course booking:

6.2.1. Places on a course that has been booked can be transferred between candidates within the organisation, if done more than 4 weeks before the course start date and at no extra cost if relevant candidates have not yet registered with Quallsafe.

6.2.2. Candidates can change the date of the course they will attend (as between courses booked by the same organisation) up to 1 week in advance of the course start date (but subject to Section 5).

6.2.3. Any amendments made within 4 weeks of the course start date will incur a £25.00 administration fee.

6.3. Once a candidate has registered with Quallsafe in relation to a confirmed course, a transfer of dates or a transfer between candidates will be treated as a cancellation and Section 5 will apply.

6.4. An alternative date and course or candidate must be selected and communicated with the charity within 1 week or the amendment will be treated as a cancellation. A booking can only be transferred on one occasion. Requests for subsequent transfers will be treated as cancellations.

7. Cancellation or changes to courses by the charity

7.1. Each course booking requires a minimum of 8 candidates [(who may be from different organisations)], and courses are conditional on sufficient numbers of

candidates having been booked in. The charity will strive to give 6 weeks' notice of cancellation where insufficient bookings have been received. In the instance that bookings reduce within the 6 weeks prior to the course, cancellation is at our discretion.

- 7.2. [The charity reserves the right to cancel a course up to and including the date of the course. Reasons for cancellation may be, but not restricted to, weather warnings, teacher availability or other unavailability of our provider partner, unforeseen building/facility issues, and if insufficient bookings have been received (including where cancellation by another organisation attending the course results in candidate numbers dropping below minimum levels).]
- 7.3. Where candidates have been booked onto a course that is cancelled under this Section 7, the organisation will be given the option of a full refund or of rebooking to a future course date.
- 7.4. Where a refund of fees is due then payment will be made to the organisation within 28 working days.

8. Liability

The organisation's attention is particularly drawn to this clause

- 8.1. The charity shall not be liable to the organisation in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the organisation of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 8.2. Subject to Section 11.3, the charity's total liability to the organisation, under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the sum of the fees paid the organisation under the Contract.
- 8.3. Nothing in the contract excludes or limits the liability of either party for death or personal injury caused by negligence, for fraud, or for any other liability that cannot be limited or excluded under law.

9. Data Protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426). Where the organisation shares any personal data with the charity, it will ensure that it has a valid legal basis to enable the lawful transfer of such data to the charity, and will make available to candidates the charity's privacy policy, as amended from time to time and available at <https://rabi.org.uk/privacy-and-cookie-policy/>.

10. General

- 10.1. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. In the event that the charity cannot deliver a course on the confirmed date for these reasons, it will endeavour to agree another date with the organisation (and the booking will be amended accordingly), and if that is not possible, will refund fees for the cancelled course.
- 10.2. The organisation may not assign or transfer the Contract without the charity's prior written consent.
- 10.3. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.4. Any notice given under the Contract shall be in writing by email and/or by first-class post to the contact person and address (or email address) given in the booking confirmation. Notices given by email are deemed received at time of transmission (if between 9:00 a.m. and 5:00 p.m. on a working day), or otherwise at the start of the next working day. Notices sent by post are deemed received the second working day after posting.
- 10.5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

10.6. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.7. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.