

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 the Property Care Association (PCA); ‘you’ means the individual or organisation booking a course, exam, event, product, SAP or service under these Conditions. ‘Booking’ means a request by you to book a course, exam, event, product, SAP or service with us; ‘Consumer’ means any natural person who, in contracts to which the Consumer Protection (Distance Selling) Regulations 2000 apply, is acting for purposes which are outside his business, ‘Course’ means a Property Care Association course delivered at our premises, externally, in-house or online, ‘Exam’ means a Property Care Association exam delivered at our premises, externally, in-house or online, ‘SAP’ means the Specialist Apprenticeship Programme, ‘Event’ means a Property Care Association event or conference, ‘Delegate or Candidate’ means an individual enrolled on a course, exam or event by you.
- 1.3 These Terms and Conditions replace all other terms and conditions previously applicable and shall apply to any Booking to the exclusion of any other terms and conditions. By accepting these terms and conditions once, they will be applied to all future Booking requests made by you to the PCA.

2. Quotation for In-House Training and Exams

- 2.1 A quotation must be requested in writing to the PCA by email. This communication must include the agreed number of candidates, venue for the course or exam, and course content or exam requirements.
- 2.2 Once the quotation is sent to you, this will remain valid for three months from the date of sending.
- 2.3 If any details are changed by you for the course or exam, the quote or booking (depending on what stage the quotation is at) will become invalid.

3. Bookings (except SAP)

- 3.1 You may make a Booking by telephoning 01480 400 000, completing an online Booking, or an editable PDF Booking form and return by email to pca@property-care.org.
- 3.2 Completing a Booking form or providing written confirmation of your intention to book a course, exam, event, product or service shall be regarded as an offer by you to book a course, exam, event, product or service under these terms and conditions.
- 3.3 As soon as reasonably practicable and a minimum of two weeks before the start date, you shall provide us with the name of the Delegate(s) and any special requirements they may have, particularly with regard to diet, allergies, mobility, access or necessary adjustments.
- 3.4 Any data collected during the booking process will be kept secure in accordance with our Privacy Policy.
- 3.5 Places are only confirmed on receipt of full payment.

4. Bookings for SAP only

- 4.1 You may make a Booking by telephoning 01480 400000 or downloading a Booking form from our website and returning by email to pca@property-care.org.

- 4.2 Completing a Booking form or providing written confirmation of your intention to book a SAP shall be regarded as an offer by you to book a SAP under these terms and conditions.
- 4.3 As soon as reasonably practicable and a minimum of two weeks before the start date, you shall provide us with the name of the Delegate(s) and any special requirements they may have, particularly with regard to diet, allergies, mobility, access or necessary adjustments.
- 4.4 Substitution of a Delegate(s) will be allowed up to 21 working days before the commencement of the SAP without charge, providing full details of the replacement are advised at the time of cancellation.

5. Confirmation

- 5.1 Acceptance of your offer will take place on receipt of full payment unless otherwise agreed (i.e. an agreed payment plan for SAPs). Our acceptance of your Booking brings into existence a legally binding Agreement between us.
- 5.2 Written course, exam, event, product, SAP or service confirmation will be forwarded to you prior to the start date, usually 14 days before the event.

6. Price

- 6.1 Standard course, exam, event, product, SAP or service prices are listed on our website. We reserve the right to change prices listed without notice.
- 6.2 In-House course and exam fees are stated within our written quotation. These prices are fixed from the point that full payment is received by the PCA.
- 6.3 Standard in-person course and SAP prices include lunch, unless otherwise stated. Regrettably, due to timings, we are unable to provide food on examination days and advise candidates to bring their own.
- 6.4 It will be detailed on the event page as to whether a conference/event price is inclusive of lunch.
- 6.5 In-House course and exam prices do not include lunch.
- 6.6 Course, exam, event, product, SAP or service prices do not include: travel, accommodation, parking costs or any other delegate cost incurred as a result of attending.
- 6.7 Details of accommodation providers are available on request from the office. However the PCA take no responsibility for the quality of any such accommodation.
- 6.8 Value Added Tax will be added to all taxable supplies at the current rate.

7. Payment

- 7.1 All payments must be made in UK sterling (GBP) and reference our invoice number where provided.
- 7.2 Payment must be received at the time of booking a course, exam, event, product, SAP or service or immediately on receipt of invoice.
- 7.3 For In-House courses and exams, a deposit of 50% for the total course and exam fees must be made to hold the agreed dates for 30 days, until full payment is received.
- 7.4 Payment can be made by BACS transfer or debit/credit card.
- 7.5 No payment shall be deemed to have been received until we have received cleared funds.
- 7.6 Without prejudice to any other right or remedy available to us if payment is not received when due we shall be entitled to:

- 7.6.1 Cancel the Agreement; and/or
- 7.6.2 Suspend the delivery of any other course, exam, event, product or service to you; and/or
- 7.6.3 Withhold the issue of any applicable course, exam, event, product or service material; and/or
- 7.6.4 Refuse entry to a conference/event; and/or
- 7.6.5 Recover the outstanding payment and recovery costs from you.

8. Transfer and Cancellation by you

- 8.1 If you wish to transfer to an alternative date or cancel a course, exam, event, product, SAP or service booking, your request must be received or confirmed in writing by the Property Care Association.
- 8.2 For any course, exam, product, or service booking that is transferred or cancelled, an administration fee of £100 plus VAT will be retained per Booking.
- 8.3 Where it is applicable, for any exam, where the exam place is cancelled or rearranged, the ABBE registration fee will not be refunded. A new ABBE registration fee will need to be paid when rescheduling the exam date.
- 8.4 For any SAP Booking that is transferred or cancelled, an administration fee of £200 plus VAT will be retained.
- 8.5 For a cancellation of an In-House Booking, an administration fee of £100 plus VAT will be retained plus any expenses that we have incurred to date to arrange the Booking.
- 8.6 For any event bookings, e.g. conference or regional meeting, that are changed or cancelled, an administration fee of 50% will be retained. Cancellations or changes to an event booking made less than 30 days before the event, will incur the full cost.
- 8.7 In the event of cancellation of a course, exam, product, or service by a Delegate, the following charges will apply:

More than 4 weeks before booking start date	Full refund of booking less £100/£200 plus VAT admin fee
2 - 4 weeks before booking start date	50% refund of booking
1 - 2 weeks before booking start date	25% refund of booking
Less than 1 week before booking start date or failure to attend	No refund given

- 8.8 We will accept a Delegate substitution until 1 week prior to the Booking if full details of the replacement (name and contact details) are advised to us at time of cancellation.
- 8.9 In the event that a Delegate does not complete a SAP for any reason and you are on an agreed payment plan, you will be required to pay the remaining balance for the year of the SAP that the Delegate is in; for example, if the Delegate leaves in month three of the first year of the apprenticeship, you will be required to pay the remaining nine months of the programme.
- 8.10 If you are the Consumer, you have the right to cancel the Agreement and receive a full refund within 14 working days of making the Booking (the 'Cooling Off Period'). If the Booking start date occurs within the Cooling Off Period, your cancellation rights will end when the Booking starts. Your statutory rights are not affected.

9. Cancellation by us

9.1 All courses, exams, events, products, SAPs and services are subject to availability and demand.

9.2 We reserve the right, at any time, to:

9.2.1 Cancel a Booking and refund in full or transfer candidates to the next available date. No further liability will be accepted.

9.2.2 Vary the booking dates, programmes, speakers and/or venues. No further liability will be accepted.

9.3 We shall endeavour to inform Candidates as soon as possible in the unlikely event that we are unable to run or if there are any variations to a booking.

9.4 We cannot offer any compensation if poor weather or circumstances outside of our control affect any part of the course, exam, event, SAP or service that is due to take place outside.

9.5 Although every effort has been made to ensure accuracy of information contained within our literature and materials, including any course, exam, event, product, SAP or service descriptions, we do not accept responsibility for any errors or omissions. We reserve the right to cancel any Booking where any such error or omission has occurred, even after we have accepted.

10. Delegates for Courses, Exams or SAPs

10.1 Prior to making a Booking for a course, exam or SAP, it is your responsibility to ensure that a Delegate has the following that are required to attend and complete the course, exam or SAP on which they are enrolled.

10.1.1 Physical ability; and/or

10.1.2 Communication skills; and/or

10.1.3 Literacy and/or numeracy skills.

10.2 For those Candidates who require reasonable adjustments to their exam, such as those with dyslexia, if advanced notification is given 14 days before an exam start date and the candidate has undergone a professional assessment, we are able to adapt Exams to accommodate the Candidate.

11. Examinations

11.1 The marking process is as follows:

11.1.1 Completed papers are marked independently by two separate examiners with these marks being sent to the Chief Examiner for moderation. The Chief Examiner will award the result.

11.1.2 The Chief Examiner's decision is final.

11.1.3 We will only notify Candidates of Pass/Fail results. Percentage marks awarded in the examination will not be released to the Candidate.

11.1.4 We regret that we are unable to return Candidates' completed Exam papers to them.

11.2 Candidates may request a re-assessment or appeal against a result. Requests must be made in writing within three months of notification of results and will be subject to a £100 plus VAT fee, which must be paid before the enquiry or appeal process takes place. The fee for a Candidate's enquiry or appeal will be returned, in the event that the enquiry or appeal leads to the result being amended.

11.3 Candidates can request feedback for a failed exam paper for a fee of £100 plus VAT, payable in advance.

12. Intellectual Property

- 12.1 Attendance at one of our Courses, Exams or SAPs does not entitle you to use the Property Care Association logo. Only Members of the Property Care Association are entitled to use the logo, and there is no provision for third party membership through manufacturers. If you would like to discuss Membership, contact the Head of Membership.
- 12.2 Our literature and other information provided as part of a course, exam, SAP, event, product or service is subject to copyright and no part of our literature may be reproduced in any form without our prior written consent.

13. Covid-19 Procedures

- 13.1 Where required by law and to adhere to any Health & Safety rules outlined, i.e. due to Covid or pandemic restrictions, there may be occasions where we will need to reduce the number of attendees at our courses, exams, SAPs or events to ensure social distancing guidelines can be met, increase ventilation within the building, implement hand washing protocols and sanitisation of areas along with cleaning materials supplied for surfaces.

14. Sharing Data with the Construction Industry Training Board (CITB)

- 14.1 The PCA is an Approved Training Organisation (ATO) with CITB. This allows us to issue funding requests for companies who are registered with CITB after attending some of the courses we offer.
- 14.2 For us to register a company/individual for funding with CITB, we will be required to share certain information with your agreement.
- 14.3 Fair Processing Notice: The information you provide to the CITB Approved Training Organisation, Property Care Association, will be used for administering Training Courses and for purposes connected with the Construction Industry Training Board's (CITB) role as an Industrial Training Board in accordance with the Industrial Training Act 1982. Your data will be held securely and treated confidentially and will not be disclosed to external parties other than as required for the purposes described above. This may include sharing your information on the CITB Construction Training Register as well as with employers, awarding organisations, competency card schemes or training providers. Further information, including your legal rights and how your information may be used, can be found by:
- viewing the CITB Privacy Notice at www.citb.co.uk/privacy
 - asking the Approved Training Organisation for information about how they manage your personal data.