

Terms & Conditions

Please contact us on 02030869128 if you have any queries regarding our terms & conditions.

1. DEFINITIONS

In these conditions:

- a. "the Conditions" means these terms and conditions of business
- b. "the Company" means Navasu Limited t/a Promicare and Training Services
- c. "the Customer" means any person firm or company which accepts a quotation of the Company for the sale of the services or whose order for the Services is accepted by the Company
- d. "the Recipient" means any person firm or company which the Customer requests and the Company agrees the Goods to be delivered to
- e. "the Services" means any Services, Supply of Products or Components of any kind which the Company is to supply in accordance with the Conditions
- f. "the Goods" means the goods which are the subject of the Contract upon which the Company is rendering the Services.
- g. "the Contract" means any contract for the sale of the services by the Company to the Customer
- h. "the Company's Premises" means the location at which the Company designates
- i. "Force Majeure" means any circumstances beyond the reasonable control of the Company (including, without limitation, any strike lock-out or other form of industrial action)

1. QUOTATIONS AND TENDERS

Quotations and tenders by the Company are valid for a period of 30 days from the date of the quotation or tender unless otherwise stated or agreed by the Company in writing. All quotations and tenders are given by the Company on the condition that they do not constitute an offer of contract.

2. CONTRACTUAL TERMS

- a. The Contract is, unless otherwise expressly agreed in writing by the Company, subject to the Conditions, which take precedence over any terms and conditions of the Customer. The Company shall not be bound by any variation waiver of or addition to the Conditions unless confirmed by it in writing
- b. The Company shall not be bound by any oral warranty or representation given or made or purported to be given or made on its behalf unless it is confirmed in writing by it

3. PRICE

- a. The cost of the Service is Ex-works unless agreed in writing
- b. Prices include Value Added Tax and all other taxes or duties whatsoever which are if applicable by payable by the Customer at the rate applicable from time to time
- c. The Company shall have the right to increase its prices to the Customer to account for any alterations to the Services requested by the Customer after the date of the Contract
- d. The Company shall have the right to increase its prices to the Customer to account for increases in the Company's cost Insurance is not included unless requested in writing by the Customer

4. MONEY BACK GUARANTEE

Should the customer/delegate change or wish to cancel their bookings, a written notification must be sent to Promicare within 7days of booking and a full refund rendered. Cancellations after the 7 day period will incur a £15 administration charge.

Should you have any queries relating to your order, please email us at infor@promicare.com or call us on 0203 086 9128 quoting your order number. You will find this number on your invoice.

1. PAYMENTS FOR SERVICES/TRAINING BOOKED

Payment can be made by via mobile banking or directly into our business account HSBC Sort code: Account number: quoting your name and invoice number as references.

Payments must reach within 14 days of booking a place.

2. PAYMENT CONDITIONS

1. Unless otherwise agreed all invoices are payable in full, without discount of any kind in pounds sterling within 14 days of the date of the invoice. In no circumstances whatsoever shall the Customer be entitled to make any deduction or claim any set-off or withhold payment on any invoices for any reason at all.

Without prejudice to any other right or remedy that the company may have, if the customer fails to pay the company on the due date, the company will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation.

Also in accordance with the Late Payment of Debts Act, the company is entitled to claim compensation from a customer when a debt remains unpaid after the date specified on the contract, or in the absence of a contract, 30 days after the delivery of the goods or service.

2. CLAIMS

- . The Customer will notify the Company of any complaint within 21 days of the later of:
 1. the cause of the complaint coming to the Customer's knowledge
 2. the services being delivered by the Company to or to the use of the Customer or the Recipient
- a. Delivery for the purpose of this clause shall include deemed delivery
- b. All claims under this clause must be in writing and contain full details of the claim including any details required by the Company
- c. The Company shall have reasonable time to investigate the claim.

3. WARRANTY

- . The Company warrants only that it will use all reasonable skill and care in performing the services
- a. In no circumstances whatsoever shall the Company have any liability of whatever kind for any loss, damage, deterioration, delay, non-collection, non-delivery, mis-delivery, unauthorised delivery or miscompliance with instructions/ recommendations made as part of the rendered Services.
- b. Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any misrepresentation (unless fraudulent) for any loss or damage or any implied warranty condition or other term, or any duty at common law or under statute or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Services and the entire liability of the Company under or in connection with the Contract shall not exceed the invoice price of the Services except as expressly provided in the Conditions.
- c. If the Company is liable in accordance with this condition in respect of only part of the Services or some of the Goods the Contract shall remain in full force and effect in respect of the other parts of the Services in the Contract
- d. The Company shall not be liable in any circumstances whatsoever for goods which are lost or damaged in transit and all claims shall be made against the carrier

4. TERMINATION

The Company shall have the right (without affecting any other claim right or remedy against the Customer) by notice in writing to the Customer to terminate with immediate effect the Contract if:

any sum owing by the Customer to the Company is overdue under the Contract or the Customer is in breach of any term of the Contract

FORCE MAJEURE

The Company shall not be deemed to be in breach of any agreement incorporating the Conditions or otherwise be liable to the Customer by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such a delay on non-performance is due to any Force Majeure of which the Company has notified the Customer, and the time for performance of that obligation shall be extended accordingly.

1. GENERAL

- a. For the avoidance of doubt the Company may engage the Services or employ any person firm or company in order to carry out any obligation it may have to the Customer
- b. If the Customer fails to make any payment or otherwise defaults in any of its obligations under the Contract or any other contract or agreement with the Company or becomes insolvent, has a receiver appointed or is wound up (voluntarily or compulsory), or enters into any composition or arrangement with or for the benefit of its creditors, or the Company bona fida believes that any such event may occur, then the Company may suspend or terminate the supply of the Services and shall be entitled to forfeit any monies already paid
- c. The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose
- d. The Contract cannot be cancelled without the written agreement of the Company and upon payment by the Customer to the Company of 25% of the total contract price, or such other sum expressly agreed in writing by the Company
- e. Any notice required or permitted to be given by either party to the other under the Conditions shall be in writing sent by pre-paid registered or recorded delivery post addressed to that other party at its business address or last known business address and shall be deemed to be served on the first working day following that on which the notice was posted
- f. No waiver by the Company of any breach of Contract by the Customer shall be considered as waiver of any subsequent breach of the same or any other provision
- g. The Customer shall reimburse the Company any legal or other costs incurred by the Company in enforcing the terms of any contract incorporating the Conditions, such reimbursement to be made in full.

1. TRAINING COURSES

a. General

- i. To ensure your training is effective and uninterrupted, delegates who arrive late will lose their place and will not be refunded. Please plan your journey well in advance.
- ii. Delegates who arrive late will be welcome to book for another day but will need to pay again at the same delegate rate.
- iii. Delegates must attend and participate fully throughout the entire content of the course to obtain a certificate
- iv. Promicare and Training Services reserves the right to cancel any course and in such cases any fees already paid will be refunded in full
- v. Whilst every attempt will be made to hold fees at the levels advertised, Promicare and Training Services reserves the right to change fees without prior notice

b. Individual Delegates

- i. All course fees are payable in advance via debit card/cash, unless credit facilities have been agreed
 - ii. Cancellations will only be accepted for individual bookings when two weeks or more notice are provided. In such cases all fees will be refunded, otherwise payment will be charged in full.
 - iii. You may postpone your course place to another date once only, so long as two working days notice are given.
 - iv. Certificates are issued same day, those candidates who attend courses in other venues will have their certificates sent via e-mail or by post on the day they attend the course. .
 - v. In order to protect the welfare of Promicare and training services staff, we are adopting a zero tolerance approach to any forms of aggression and there is now a strict 'shut door policy' at 10am. If you believe your estimated time of arrival will be 10am or after, please do not to turn up to the training venue but contact us by telephone on 02030869128 after midday should you wish to rebook. Your training place is non-refundable. This means if you do miss your course you will be very welcome to attend another course but you will need to pay again.
1. Any delegates who are rude or abusive to teaching or administration staff will be asked to leave the training session and will not be refunded for the training course they have attended.

a. Account Bookings or In-house Training

- i. Account Bookings or In-house Training will be granted 30 days credit from the date of booking
- ii. Course delegates may be substituted at any time 2 days prior to the commencement of training
- iii. Cancellations for Training Courses or places require 14 days notice for all fees to be refunded from the date of booking, otherwise payment may be charged in full. The course administrator may consider the request for postponement of a training course depending on circumstances
- iv. All certificates in electronic or paper format remain the property of Promicare and Training Services until full payment has been made for the training that relates to those certificates

b. Agency Privileges

- i. As an agency you have the facility to cancel or amend any booking up to 2 working days prior to the training course taking place and there is no additional charge. For clarity:

Training courses start at:

 - 9.30am till 5:30pm for full day courses
 - 09:00 till 12 noon for morning sessions
 - 13:00 till 4:30 pm for afternoon sessions

Places can be cancelled or postponed upto to 2 days before the booked date.

However:-

- ii. A rebooking or cancellation can only done once per delegate and this has to be completed on the agency
- iii. If agency representatives cancel the booking within the 2 working days of the training the agency will still be charged AND be charged again for any new booking

- iv. If a delegate doesn't show up on the day of training – the agency will be charged for the place on the course they missed. Any new booking will be charged again to the agency
- v. No delegate will be allowed in to the training session after 10am

2. USE OF OUR WEB SITES

The web site www.promicare.com are the property of Navasu Ltd and the unauthorised copying of material is prohibited. You agree to indemnify and hold harmless Navasu Ltd and its agents, employees, representatives, licensors, affiliates, parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgements (including legal fees and expenses) arising from or relating to your use of these websites.

JURISDICTION/APPLICABLE LAW

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes shall be exclusively subject to the jurisdiction of the courts of England and Wales. If any of these terms and conditions should be determined to be illegal or otherwise unenforceable by reasons of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. These terms and conditions are complete and supersede any prior terms and conditions whether written or oral. If these terms and conditions are not accepted in full, you do not have permission to access the contents of this website and should stop using it immediately.