



The Learning and Development Service Terms and Conditions

1. Definitions

“**Delegate**” means the person attending the event

“**Event**” means courses/training or conferences offered by the learning and development service as the stated venue

“**Materials**” means any documentation in either machine readable or printed form

“**Venue**” means the location at which an event is to be held

“**We**” Birmingham City Council and Trainers

2. Our Responsibilities

It is our responsibility to:

- i. Confirm your booking by email unless you have registered with an @noreply.com
- ii. Send an automated email confirmation to secure your booking, unless - see i. above, you therefore need to supply us with a contact number to enable us to contact you should a course be cancelled or you can check via “My Bookings”.
- iii. Endeavour to give you as much notice as possible in the event of any cancellations.
- iv. If we cancel the training on which you are booked, you will be contacted at the email address or telephone number you provided when registering, so please be sure to provide valid details.
- v. We have the right to refuse or turn away delegates on late arrival/disruptive behaviour.
- vi. We will issue a certificate on full course completion (this includes post training activities such as e-learning and/or evaluation of the course where relevant).
- vii. We reserve the right to withhold certificates for accredited programmes until payment has been received in full, the course evaluated or if you did not meet the required standard.

3. Your Responsibilities

It is the delegates' responsibility to:

- i. Obtain authorisation from your manager before booking onto an event*
- ii. Provide accurate and up to date information when creating an account.
- iii. Provide accurate and up to date information when booking on any of our events.
- iv. If you have registered with an @noreply.com email then you will need to check your “My Bookings” through the tlds website to ensure that your booking has been authorised.
- v. Keep relevant information relating to training events you are booked onto, this can be found under “My Bookings” on the website**.
- vi. Notify us of any specific requirements.
- vii. Attend all dates on courses as stated online (e.g. 2 days or more).
- viii. Arrive promptly on the day of the course***.
- ix. You must stay for the duration of the course. If unforeseen circumstances occur and you need to miss part of the course then attainment of the certificate will be negotiated with

the trainer. Birmingham City Council reserves the right not to issue a certificate of attendance.

- x. Complete an online evaluation of the event within 7-10 working days of the course attendance and complete any required post learning activity in required timeframe.
- xi. Print off your certificate once the event has been evaluated.
- xii. Print off and bring with you any documents that you have been requested to bring when booking on the course, i.e. course workbook.
- xiii. Complete pre-course reading or tasks set before attending the course.

All bookings are subject to the agreement of the delegate and their manager. By submitting your booking request, the delegate and manager (where relevant) confirm they have read the terms and conditions and are happy for the nominated delegate to attend on the date specified.

You will be responsible for updating the learning and development service if you move departments or establishments to ensure our data is as accurate as possible.

It will be the responsibility of the establishment where the delegate initially books on a course from, who will be liable for the full costs of any course including late cancellations.

***If you are running late, please call the venue to inform them of your delay. All venue details are identified online at the time of booking and on your course booking confirmation email.**

****If you do not receive course booking confirmation notifying you of the outcome of your booking within 2 weeks prior to the date of the course, please email tldschildrens@birmingham.gov.uk (Children's) or tldsadults@birmingham.gov.uk (Adults).**

*****If you are more than 30 minutes late, you may not be able to participate in the training session, this is at the discretion of the trainer, but you may be charged for the course.**

4. Cancellations

- i. Relevant substitutions of attendee maybe made at any time. If you are unable to attend the training and have identified someone else to take your place, please ensure that the chosen course will match his or her learning needs.
- ii. It is the delegate's responsibility to cancel bookings online; please see cancellation charges below.
- iii. Delegates must cancel more than 14 days prior to the course date to receive a full refund/no charge.
- iv. Continued failure to attend booked training will result in additional charges (individuals and their managers should seek a replacement attendee to avoid the charges below).

Charges will be applied for the following timescales:-

Notice of Cancellation	% of confirmed charges
Less than 14 days and more than 7 days' notice	50%
7 days' notice or less	100%

Note

- If an establishment/organisation can find an appropriate substitute, they will not be charged.
- Cancellation fee may be waived if an emergency has arisen for the delegate this is at the discretion of the learning and development service.
- Any incorrect payments through the tiered payment system will be invoiced accordingly.
- All income generated will be reinvested in training.

5. Fees

The price for an event is per delegate and includes all tuition fees, use of equipment and all materials supplied. Tiered payments may be available for different sectors; this is specified on the relevant programme pages.

6. Payments

You will be invoiced for your booking (s) please ensure you provide a valid billing address on registration to the website <https://tlds.learningpool.com>. Invoices will be raised before the training event has taken place and will need to be paid within 28 days of the date on the invoice.

We are in the process of looking at an online payment system, so in the near future you will have to pay for the course before confirming your booking online.

7. Miscellaneous

- i. Some courses require you to sit a short test, for example Food Hygiene and First Aid. Certificates will only be sent once you have passed the exam, evaluated the course and payment has been received. Accredited course require full-time attendance in order to achieve certification.
- ii. Where there is a requirement to leave early please state under “Special Requirements” when completing your online booking or mention to your trainer at the start of the session. You will be marked as partially attended and the trainer/Birmingham City Council reserves the right not to issue a certificate of attendance.
- iii. We make every effort to ensure that venues have adequate parking, however we cannot guarantee there will be spaces on the day. Please contact the venue stated on the confirmation email for further details where applicable.
- iv. If information is required on public transport please contact National Express West Midlands on 0121 254 7272.
- v. If the course you wish to attend is fully booked, check to see if there is another date available that you can attend.

8. Data Protection Statement

The learning and development service is registered under the Data Protection Act 1998. The learning and development service is committed to protecting your privacy, and takes its responsibilities regarding the security of our delegates’ information very seriously. The information provided by you on the website is required for the purposes of course selection, monitoring, statistical returns, course and trainer evaluation and non-attendance reporting. The authority may pass certain details to third parties who work with the Council on Learning and Workforce Development. The Council is also under a statutory duty to share information with Government Agencies in certain instances. In all other circumstances, statistical or anonymous data only will be shared.

9. Equality of Opportunity

The learning and development service will promote equality of opportunity at all times and enable equal access to learning. The learning and development service will ensure that delegates are not discriminated against because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. These are known as ‘protected characteristics’ as outlined in the Equality Act 2010 which defines direct discrimination as less favourable treatment because of a protected characteristic (Equality Act 2010).