



NVQs - Terms and Conditions

We process information about you in accordance with our [privacy policy](#). By using our services, you consent to such processing and you warrant that all data provided by you is accurate.

Scope

The purpose of this document is to set out our general conditions of registration and delivery of the NVQ qualifications that we offer.

We understand that NVQ's are a complicated and often labour-intensive process and we hope this document provides greater clarity to our clients.

If you have any questions regarding the content of this document please don't hesitate to contact us.

Please note that any correspondence with us may be used for monitoring and training purposes to ensure that we have acted correctly on the instructions given and to help us improve the quality of the services we offer.

General Conditions

1. Forming the agreement

This agreement comes into force when you confirm you'd like to proceed with registering your NVQ qualification. Registering an interest could be done verbally, via email or face to face.

2. Disclaimer of warranties and limitation of liability

We promise that we will carry out the requested NVQ qualification with a reasonable level of care and attention and we strive to complete NVQ's in a timely manner.

Any liability arising under any agreement between you and us shall be limited to any sums paid by you to us.

As far as permitted by law, we shall not be liable to any person for losses or damages that were not reasonably foreseeable and that were not caused by any breach on our part.





For clients who may require the terms and conditions changed to be specific to a company, please discuss this in writing with the NVQ Manager. In such circumstances we will review available options on a case by case basis and whilst we reserve the right to disagree with incorporating proposed changes, any mutually beneficial suggestions will be carefully considered.

We shall not be liable to any person for any direct or indirect loss or damage as a result of your training or NVQ enrolment. Should any liability arise, it will be limited to the training or NVQ fee paid.

3. Our Obligations

We will provide the learner with the qualification materials, assessors services, registration with the awarding body and certification, as described in the NVQ qualification or training description. We affirm that the qualification materials provided will meet a satisfactory standard. We aim to produce materials of the highest quality however we do not affirm that they will be error free. The learner is responsible for inspecting the qualification materials as soon as is reasonably possible following receipt. It is the learner's responsibility to contact us should the qualification materials not be received in a satisfactory condition.

We will not be liable for any failure to perform or all of our obligations where that failure is due to the actions of someone else or to any cause beyond our reasonable control.

There are times when your assessor may be away on leave or annual break. This may cause a delay in the completion of your NVQ qualification. There are also other factors that may decrease the rate at which the qualification is finished however refunds for any temporary delay in service will not be granted, we thank you for your understanding.

4. Accreditation

Many of our qualifications are accredited by national awarding organisations. Due to changes in certification processes, it may occasionally be necessary to substitute an awarding organisation for another of similar or superior status. Such substituted accreditation will always be from an Ofqual-regulated provider. We reserve the right to do so according to operational requirements, without individual notification.





5. Plagiarism

We will not allow copying of work and where plagiarism is found we reserve the right to withdraw the learner from the qualification without a refund of the course fee. You will receive a first written warning through feedback and if it happens a second time, you will be withdrawn from the qualification / course without compensation.

6. Copyright

All copyright and other intellectual property rights relating to the qualification's materials are either owned by or licensed to us. Copying, adapting or any other use of all or any part of it without our express permission is strictly prohibited.

8. Data Protection, Privacy and Security

We will not disclose your details to any person, unless you have given your consent or we are compelled to do so by law or in response to a valid, legally compliant request by any law enforcement agency or government authority.

There is a separate NVQ authorisation form that must be completed before we would be able to act on the learners behalf.

Your payments are made through our secure payment processing centre, either by bank transfer or by card reader. In the instances where the card payment was made over the phone, calls are not recorded to avoid any potential fraud and to increase privacy and security for our customers.

We are GDPR compliant and there is a separate [privacy policy and data protection](#) which can be made available on request.

10. Promotions

Promotions are subject to availability and may be withdrawn at any time.

11. Course Fees and Payment Terms





Once an NVQ qualification is confirmed, and invoice will be raised for the full amount.

A minimum of 50% of the balance is to be paid upfront and the remaining balance, if any, is due once the qualification is complete. The 50% upfront payment is required in order for us to register the qualification and coordinate a start date and without this the qualification will not begin.

Equally the certificate and any potential cards won't be requested until the invoice has been settled in full.

We appreciate that in some circumstances, companies may not have the flexibility to adapt their payment terms to ours therefore in certain circumstances we can create a bespoke payment solution. For companies who feel they may benefit from this must send their request in writing to the NVQ manager who will review this with a director on a case by case basis.

12. Cancellation

A cancellation of an NVQ must be made in writing and the following cancellation charges will apply:

- Within 5 days of booking the NVQ providing the registration hasn't been processed – no charge
- Admin and Registration completed – £250 + VAT
- If the booking has been processed and an induction day has been booked in and arranged – 50% fee
- If the induction day has already been completed – 100% fee

PLEASE NOTE: To reschedule an induction or assessment day, there will be a rescheduling fee of - £250 + VAT

13. Your Concerns

If you have any concerns about the above terms and conditions, or if you have any company terms and condition requests, please email nvqs@bamct.co.uk as requests will be decided on case by case.

Thank you for choosing BAM Construction Training

