



# Rosy Apple Childcare Ltd - Terms and Conditions of Business

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This page tells you the terms and conditions on which we will provide you with the courses and course documentation listed in our training brochure. Please read these terms and conditions before making a booking for any courses in our brochure. You should understand that by booking any of our courses you agree to be bound by these terms and conditions. You should copy these terms and conditions for further reference.

## 1. ABOUT US

This brochure is produced by Rosy Apple Childcare Ltd. We are registered under company number 4803428 with our registered office at 2 Heap bridge, Bury, Lancashire, BL9 7HR.

## 2. HOW TO BOOK

2.1 You can book a standard course:

- Payments can be made by cheque Payable to Rosy Apple Childcare Ltd and posted to Rosy Apple Childcare Ltd 23, Herschell Street, Preston, Lancashire PR1 3QU
- by credit/debit card by ringing 01772 200718

2.2 You can book a customised course by contacting us directly and discussing your requirements

2.3 Full payment is required on booking

2.4 Booking to be made by the specified date on the booking form, if you booking is required after this date please ring 01772 200718 to confirm availability.

## 3 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 After booking the course you will receive an email (or letter) from us acknowledging that we have received your booking and course booking confirmation. The contract between us is then formed.

3.2 The contract will relate to those courses whose booking we have confirmed in the booking confirmation. We will not be obliged to deliver any other courses which may have been part of your booking until the booking of such courses has been confirmed in a booking confirmation.

## 4 DEVELOPMENT FEES

4.1 We reserve the right to levy a course development fee when the customisation of a course, in accordance with clause 2.2 results in the course material being wholly or partly re-written. The fee will be agreed on a case by case basis and will be confirmed prior to any work being started after which a booking confirmation will be sent.

## 5 CANCELLATION AND TRANSFERS

5.1 The following cancellation / transfer fees and periods apply to any cancellation by you: Days notice of cancellation prior to the commencement of the course and % course fee to pay:

- 10 working days or under (including non-attendance)- 100% plus all non-recoverable expenses
- 11-25 working days – 75%
- 26-41 working days- 50%
- 42 working days and over – 25%

5.2 Subject to clause 5.1, you may cancel within five working days from the date on the booking confirmation. In this case you receive a full refund less a 20% of the total cost administration charge.

5.3 Should you cancel or transfer a course booking you may attend another course of equal or greater value upon paying the difference (if any) If you cancel or transfer a course booking then an administration charge will be levied in accordance with the cancellation / transfer fee detailed in clause 5.1 and in addition you will be required to pay the applicable fee for the new course of your choice.

5.4 To cancel or amend a contract you must inform us by email in the first instance (sharon@rosyapplechildcare.com) and also in writing

5.5 You will not have any right to cancel for the booking of any customised courses

5.6 We reserve the right to cancel and / or amend any booking at any time without notice to you.

5.6 Courses only proceed with a minimum of 10 delegates. The maximum number of delegates is 20. In the event that less than 10 delegates are recruited to a course, delegates will be booked on the same course at a different venue.

## 6 COURSE JOINING INSTRUCTIONS

6.1 We will endeavour to send to you by email joining instructions for all courses approximately 10 days prior to the course delivery date

6.2 Should you not receive such instructions within the period mentioned in clause

6.1 then you should contact us immediately so that such instructions may be delivered to you

## 7 DELEGATES

7.1 If you are unable to attend, a substitute may attend at no extra charge. Please inform us of these changes as soon as possible

7.2 Delegates should act reasonably throughout the course. We reserve the right to cease training or expel the delegate should their behaviour be unacceptable to the course provider

## 8 COURSE LOCATION

8.1 We reserve the right to amend the course location at short notice, however we will endeavour to provide you with details of alterations as soon as possible

## 9 COURSE FEE

9.1 The price of any courses will be:

- in the case of obvious error; or
- Where courses are customised, the fee advised by us

9.2 We are currently not registered for VAT, however upon registering the prices quoted will be inclusive of VAT

9.3 We reserve the right to amend any course fees from time to time, however changes will not affect bookings in respect of which we have already sent you a booking confirmation.

9.4 We will normally verify prices as part of our booking confirmation procedures so that, where a courses correct price is less than our stated price, we will charge the lesser amount for the course. Where a courses correct price is higher than our stated price, we will normally, at our discretion, either contact you for instructions before sending a booking confirmation or reject your booking and notify you of such rejection.

9.5 We are under no obligation to provide the course to you at the incorrect (lower) price, even after we have sent you a booking confirmation, if the pricing error is obvious and unmistakable and could easily have been recognised by you as a mis-pricing.

## 10 PAYMENT

10.1 Full Payment is required in advance on booking

- Payments can be made by cheque Payable to Rosy Apple Childcare Ltd and posted to Rosy Apple Childcare Ltd 23, Herschell Street, Preston, Lancashire PR1 3QU
- Payments can be made by credit/debit card by ringing 01772 200718
- We will invoice for customised courses only as in clause 2.2

10.2 All invoices (in relation to clause 2.2) are due to be settled within 30 days of delivery of commencement of the course or cancellation of the course and time for payment shall be of the essence. Notwithstanding the terms outlined above we request the right to request payment in advance.

10.3 Without prejudice to any other right or remedy that we may have, if you fail to pay the course cost on or before the date due, we may;

- Charge daily interest on such sum from the due date for payment in accordance with section 69 of the county courts act 1984; and such administration fees that are occurred.

## 11 OUR LIABILITY

11.1 We shall not be liable to you for any direct or indirect costs incurred by you as a result of:

- Variation of a course location by us or any third party; or
- Cancellation of a course by us or you; or loss or damage to property

11.2 Our liability is limited to the course fee

11.3 All warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law, excluded from the contract

11.4 This does not include or limit in any way our liability

- For death or personal injury caused by our negligence
- Under section 2(3) of the consumer protection act 1987
- For fraud or fraudulent misinterpretations
- For which it would be illegal for us to exclude, or attempt to exclude, our liability

## 12 WRITTEN COMMUNICATION

Applicable laws require that some of our information or communication needs to be in writing. When using our brochure you accept that communication with us will be mainly electronic. For contractual purposes you agree to these electronic means of communication and you acknowledge that all contracts, notices information and other communications which we provide electronically comply with any legal requirement that such communication be in writing. This condition does not affect your statutory rights.

## 13 NOTICES

13.1 All notices given by you must be too Rosy Apple Childcare Ltd

13.2 We may give notice to you using the email or postal address you provide to us when making a booking

13.3 Notices shall be deemed received and properly served 24 hours after email is sent, or three days after the posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee