

Terms and Conditions

1.1 These terms and conditions (the "Terms") are the basis of the contract (the "Contract") between Gates MacBain Associates Limited ("Gates MacBain"/"us"/"we"/"our") and the "Candidate" ("you"/"your").

1.2 You should print a copy of these Terms or save them to your computer for future reference.

1.3 By enrolling on any courses or programmes by Gates MacBain you confirm that you accept these Terms.

1.4 We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started..

2. APPLICATION OF THESE TERMS

2.1 Payment of the requisite fee for the programme is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, you should ensure you ask for any variations from these Terms to be confirmed in writing.

2.3 If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this Contract.

2.4 If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling.

2.5 The Candidate will not be registered with the CIOB until the CIOB registration fee has been paid and registration forms have been completed and returned to GMBA

2.6 Time limits for completion of each programme apply and must be adhered to. Candidates are allowed a maximum of three months to complete each unit which is deemed to start from the date they are sent the password for the unit, thereafter the original agreement will have expired.

2.7 Induction documentation needs to fully completed and returned to ensure full compliance with the Gates MacBain Quality Assurance System, failure to do so will result in claims for Certification being refused

2.8 Access to learning materials will not be given to the Candidate until payment for that unit has been received by Gates MacBain.

3. INTELLECTUAL PROPERTY

3.1 "Gates MacBain Associates" and "The Construction Learning Gateway" are trademarks. You do not have any right to use these marks unless we specifically consent to you doing so.

3.2 If we provide you access to any online materials, you acknowledge that such access is granted to you solely as a licensee. This licence will terminate on completion of your course or cancellation, whichever is the earlier.

3.3 All course and online materials are provided solely for your personal use in connection with your course. You may not copy, reproduce or modify any such materials, nor permit any third party access to them.

4. FINANCIAL

4.1 In the event of a candidates bank not honouring a cheque used as payment the candidate will indemnify Gates MacBain for any bank charges.

4.2 Gates MacBain quotes prices and issues invoices in UK pounds (GBP). You must pay in the currency shown on the invoice.

4.3 Currency conversion charges from any other currency to that of the invoice is the responsibility of the Candidate.

5. CHANGES AND CANCELLATIONS BY YOU

5.1 For online programmes, once the candidate has been provided with access to the online material no refund will be given

5.2 Occasionally, due to unforeseen circumstances, the Candidate may need to alter or cancel their arrangements. In these cases every effort will be made to accommodate the change, although we will be under no obligation to do so.

5.3 Any course that includes an attendance day(s) – the candidate must give at least 14 days' notice of their non-attendance prior to the start of the course/workshop.

5.4 Changes to workshop attendances will be liable to administration fee of £50

5.5 Where you wish to transfer to an alternative course and we are willing to accommodate your request then any fees paid, will be transferred to the alternative course. If you do not meet the entry requirements for that programme, no refund will be given.

5.6 In cases where a refund of fees is due, this will be returned to you either by cheque or a direct refund on to the credit/debit card used as the original method of payment. The administration fee will be deducted from the amount refunded.

5.7 VAT will not be refunded unless the event is cancelled by us in which case a full refund will be made.