

BMC Venetian Plastering Limited– Terms and Conditions – Training

These Terms and Conditions shall apply to all courses booked with us, BMC Venetian Plastering Limited, a company registered in England and Wales under number 13403467, of 68 Castle Avenue, Northampton, England, NN5 6LF, hereinafter known as “the Company”. Please read these terms and conditions carefully before making your Booking with us. You should understand that by making a Booking with us, you agree to be bound by these Terms and Conditions.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by us in writing.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: “**Booking**” means the booking of the Course including, but not limited to, setting the dates and agreeing the Fees; “**Consumer**” means a consumer as defined by the Consumer Rights Act 2015; “**Contract**” means the agreement entered into by the Customer and the Company once the contract between us is formed, which incorporates and is subject to these Terms and Conditions, in accordance with clause 3; “**Course**” means the 5-day or 10-day venetian plastering courses for which the Booking has been made; “**Customer**” means you, the person who makes the Booking; “**Fees**” means, collectively, all sums charged in accordance with clause 6 of these Terms and Conditions. “**Goods**” means the Goods which are to be supplied by us to you as specified in your order (and confirmed in our order confirmation). For the purpose of these Terms and Conditions, Goods include all items available for purchase via our Website “**Website**” means www.bmcvenetianplastering.co.uk
- 1.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:
- 1.2.1 “we”, “us” and “our” is a reference to the Company;
- 1.2.2 “you” and “your” is a reference to the Customer;
- 1.2.3 “writing” and “written” includes emails;
- 1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.5 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
- 1.2.6 a clause is a reference to a clause of these Terms and Conditions; and
- 1.2.7 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender. References to persons shall include corporations.

2. Access to and Use of Our Website

- 2.1 Access to our Website is free of charge. It is your responsibility to make any and all arrangements necessary in order to access our Website.
- 2.2 Access to our Website is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue our Website (or any part of it) at any time and without notice. We will not be liable to you in any way if our Website (or any part of it) is unavailable at any time and for any period.
- 2.3 Use of our Website is subject to our Website Terms of Use.

3. The Contract

- 3.1 These Terms and Conditions govern the sale of all Goods and Courses by us and will form the basis of the Contract between you and us. If you wish to place an order with us, our Website will guide you through the ordering process. Before submitting your order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your order and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms

and Conditions, please ask us for clarification.

- 3.2 In order to place an order via the Website, you may be required to create an account, which will contain certain personal details about you. By continuing to use this Website, you represent and warrant that all information you submit is accurate and truthful, you have permission to submit payment information where permission may be required, and you will keep your account details accurate and up-to-date.
- 3.3 No part of our Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you an order confirmation by email. Only once we have sent you an order confirmation will there be a legally binding Contract between you and us.
- 3.4 If we, for any reason, do not accept or cannot fulfil your order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible (in any event, within 14 days).
- 3.5 Once your order has been accepted as detailed in clause 3.3, we cannot accept any changes to it.

4. Courses:

- 4.1 You may book your Course via our Website. Where the person making the Booking is doing so on behalf of another person or business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that other person or business.
- 4.2 You must make the Booking at least 14 days in advance of the date of the Course. We will use all reasonable endeavours to accommodate Bookings which are made closer to the date of the Course but make no guarantee that this will be possible.
- 4.3 If you wish to vary any details of the Booking, you must notify us in writing as soon as possible and in any event within 7 days of the Course. We shall endeavour to make any required changes, though we cannot guarantee this will be possible. Any additional costs incurred will become immediately due and payable.
- 4.4 Courses will be delivered in person unless otherwise agreed or where an event occurs outside of our control.
- 4.5 If for any reason you are unable to attend the consecutive days of the Course, please contact us as soon as possible. We may allow you to attend another Course to make up for the day(s) missed, subject to availability.
- 4.6 Courses will be limited to six delegates to ensure that dedicated time and focus to support training is received.
- 4.7 If you are late for a Course, we may be unable to allow you to take part. If this occurs, the Booking will be treated as cancelled without notice by you and no refund or alternative Course will be offered.
- 4.8 All Course times are subject to change at our discretion. If we cancel a Course for any reason, we will offer an alternative Course as soon as possible or a full refund. This will be our sole liability to you.

5. Description and Specification of Goods

- 5.1 We have made every reasonable effort to ensure that the Goods conform to the photographs and descriptions provided in our sales and marketing literature and on our Website. We cannot, however, guarantee that all photographs and descriptions will be precisely accurate. Please note in particular, certain colours may look different to the actual colour of the Goods, when displayed on your computer, phone or tablet.
- 5.2 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.
- 5.3 We neither represent nor warrant that particular Goods will be available. Stock indications are not provided on our Website. If the Goods are not available, the provisions of clause 3.4 will apply.

6. Fees and Payment

- 6.1 The full price of the Course will be as stated on our Website, we require a deposit at the time of the Booking. An invoice will then be sent which is due 14 days before the start date of the course. Bookings shall not be deemed confirmed until payment has been received by us in full and we have sent our order confirmation. Subject to the cancellation provisions set out in clause 10, all payments made shall be non-refundable.
- 6.2 The price of the Goods will be that shown on our Website at the

- time of your order. Our prices may change at any time but these changes will not affect any orders that we have already accepted.
- 6.3 All payments must be made in pounds sterling; online payments are to be made through Stripe.
 - 6.4 For online payments, no credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to Stripes' terms and conditions. A separate contractual relationship is created between you and Stripe and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by this third party.
 - 6.5 All payments should be made without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
 - 6.6 Should we not receive payment by the due date, we reserve the right to move you to an alternative Course date and charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

7. Delivery

- 7.1 All Goods purchased through our Website will normally be delivered within 30 calendar days after the date of our order Confirmation unless otherwise agreed or specified during the order process (subject to delays caused by events outside of our control - see clause 17).
- 7.2 Orders will be delivered by post. Should your order not arrive by the estimated delivery date, you should contact us in writing as soon as possible so we can investigate.
- 7.3 If no one is available at your delivery address to receive the Goods and the Goods cannot be posted through your letterbox or left in a safe place nominated by you, the delivery company will leave a delivery note explaining how to rearrange delivery or where to collect the Goods.
- 7.4 If you do not collect the Goods or rearrange delivery within 7 calendar days, we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, we will treat the Contract as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering the Goods.
- 7.5 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your order and you (or someone identified by you) have taken physical possession of the Goods.
- 7.6 The responsibility (sometimes referred to as the "risk") for the Goods remains with us until delivery is complete as defined in clause 7.5, at which point it will pass to you. You own the Goods only once we have received payment in full of all sums due (including any applicable delivery charges).

8. Collection – this clause applies if you have chosen to collect the Goods

- 8.1 We will notify you when the Goods are in stock and we will arrange a suitable date and time with you for the collection.
- 8.2 Should you not collect the order within 7 days of our notification that the Goods are available, we will contact you to ask you how you wish to proceed. If we cannot contact you, we will treat the order as cancelled. If this happens, you will be refunded the purchase price of the Goods but we may charge you for any reasonable costs that we incur in cancelling the order.
- 8.3 The responsibility for the Goods will pass to you once they have left our warehouse. It will be your responsibility for loading and unloading a suitable vehicle for transportation.
- 8.4 Where you have collected the Goods, you may return any unused items or offcuts by prior arrangement. We will credit you at our standard rate for this, based on the weight of the returned Goods.

9. Faulty, Damaged or Incorrect Goods

- 9.1 By law, we must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact us as soon as reasonably possible to inform us of the fault, damage

or error, and to arrange for the following remedy/remedies:

- 9.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.
 - 9.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a replacement during the 30 calendar day rejection period, that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.
 - 9.1.3 If, after replacement, the Goods still do not conform (or if we have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
 - 9.1.4 If you exercise the final right to reject the goods more than six months after you have received the Goods, we may reduce any refund to reflect the use that you have had out of the Goods.
 - 9.1.5 Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.
- 9.2 Please note that you will not be eligible to claim under this clause 9 if we informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to us under this clause 9 merely because you have changed your mind. If you are a Consumer in the European Union you have a legal right to a 14 calendar day cooling-off period within which you can return Goods for this reason. Please refer to clause 10 for more details.
 - 9.3 To return Goods to us for any reason under this clause 9, please contact us to arrange for the return. We will be fully responsible for the costs of returning Goods under this clause 9 and will reimburse you where appropriate.
 - 9.4 Refunds under this clause 9 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.
 - 9.5 Any and all refunds issued under this clause 9 will include all delivery costs paid by you when the Goods were originally purchased and will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we make a refund using a different method.

10. Cancellation

- 10.1 If you are a Consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed. You may also cancel before we send the Order Confirmation.
- 10.2 However, if you expressly state that you wish to book a Course that starts within this initial 14 day cooling off period your right to cancel within this period will be lost.
- 10.3 If the Goods are being delivered to you in a single instalment, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods. If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods. If you are collecting the Goods, the legal cooling-off period ends 14 calendar days after the day on which you collected them.

- 10.4 If you wish to exercise your right to cancel under this clause 10, you must inform us of your decision within the cooling-off period. You may do so in any way you wish, but for your convenience, we offer a cancellation form on our Website. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 10.5 Please ensure that you return Goods to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause 10.
- 10.6 You may return Goods to us using a suitable delivery service of your choice. We recommend you use a service that provides proof of delivery. Please note that you must bear the costs of returning Goods to us if cancelling under this clause 8 and you must return the total Order in full. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for premium delivery.
- 10.7 Refunds under this clause 10 will be issued to you within 14 calendar days from:
- 10.7.1 the day on which we receive the Goods back; or
- 10.7.2 the day on which you inform us (with evidence) that you have sent the Goods back (if this is earlier than the day under clause 10.7.1);
- 10.7.3 if we have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform us that you wish to cancel the Contract.
- 10.8 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. more than would be permitted in a shop) or resulting from improper storage of the Goods (e.g. not kept in clean, dry storage).
- 10.9 Refunds under this clause 10 will be made using the same payment method that you used when ordering the Goods, unless you specifically request we make a refund using a different method.
- 11. Termination**
- 11.1 After the cooling off period stated above has expired, or where you are not a Consumer, you will only be able to return the Goods if you agree to reimburse us for any costs we have (or will) incur as a result, such as restocking fees.
- 11.2 After the cooling off period stated above has expired, or where you are not a Consumer, if you fail to attend a Course for any reason and fail to provide us with 14 days' notice of this prior to the start date of the Course, no refund or alternative Course will be offered, except in exceptional circumstances and at our discretion. We reserve the right to request evidence of any exceptional circumstance and our decision is final.
- 12. Liability and Indemnity**
- 12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 12.4 We will teach best practices during the Courses and will carry out our services with due care and skill. However we cannot be held responsible for any actions taken by you before, during or after the Course.
- 13. Intellectual Property**
- We reserve all intellectual property rights in all materials and information provided to you during the Course. Under no circumstances shall material provided by us be lent, hired out, sold or otherwise circulated by either manual or electronic means, nor shall it be photocopied or otherwise reproduced without our express written consent. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 14. How We Use Your Personal Information (Data Protection)**
- 14.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the services.
- 14.2 Notwithstanding the above, we reserve the right to take and use photographs and videos from the Course, and testimonials given by you, in marketing literature, on social media and on our Website. Any such photographs and videos shall remain our property. Please contact us in writing if you do not consent to this usage.
- 14.3 We will not share your personal data with any third parties for any reasons without your prior consent. Such data will only be collected, processed and held in accordance with our rights and obligations arising under the provisions and principles of the Data Protection Act 2018 and any amendments to them.
- 15. Insurance:** We shall ensure that we have suitable and sufficient public liability insurance in order to provide the Course.
- 16. Communication and Contact Details**
- 16.1 If you wish to contact us with questions or complaints, you may contact us by telephone on 01604 629108 or by email at info@bmcvenetianplastering.co.uk.
- 16.2 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.
- 16.3 Notices shall be deemed to have been duly received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three working days after the date of 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 to the address you provided to us, 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.
- 17. Events outside our control (Force Majeure):** Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 18. Other Important Terms**
- 18.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 18.2 We shall be entitled to perform any of our obligations through any other suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be an act or omission of ours.
- 18.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 18.4 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms & Conditions.
- 18.5 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 18.6 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.
- 19. Entire Agreement**
- 19.1 The Contract contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Contract. While

we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.

- 19.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

20. Problems with the Course and Your Legal Rights

- 20.1 We always use reasonable efforts to ensure that the Course we provide is trouble-free. If, however, there is a problem with the Course, we request that you inform us as soon as is reasonably possible (you do not need to contact us in writing).
- 20.2 If you are a consumer, you have certain legal rights with respect to the purchase of services. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

- 21. Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.