



PRIME-Care Training [PCT] Ltd

Law-led training | Safer decisions | Defensible records

TRAINING TERMS AND CONDITIONS

Business-to-business training bookings

Important - acceptance by email

These Terms form part of every PCT training booking. Where they have been supplied or made available before confirmation, the Client's email confirming the course, training date(s) or booking, selecting an option or instructing PCT to proceed constitutes acceptance of these Terms. A handwritten signature is not required.

Document reference	PCT-TC-20260902
Version	1.1
Effective date	2 September 2026
Applies to	Business-to-business training bookings

PRIME-Care Training [PCT] Ltd | Company No. 15849075

15a Anchor Road, Walsall, England, WS9 8PT

info@primecaretraining.co.uk | 0800 776 5850 | primecaretraining.co.uk

How these Terms work

These Terms apply to training and any related services supplied by PRIME-Care Training [PCT] Ltd (PCT) to a business, school, local authority, charity, care provider or other organisation acting for purposes connected with its trade, business, craft or profession (the Client). PCT does not accept consumer bookings under these Terms.

The booking confirmation records the agreed course, date or dates, delivery times, venue, maximum delegate numbers, fees and any booking-specific arrangements. The booking confirmation and these Terms should be read together.

If documents conflict, the following order applies: any written variation expressly agreed for the booking; the booking confirmation; these Terms; and then the relevant course description, joining information and supporting documents. Terms contained in or referred to by a Client purchase order, procurement system or other Client document do not apply unless PCT expressly agrees to them in writing.

1. Booking and acceptance

1.1 Quotations, proposed dates and provisional holds are subject to availability and do not, by themselves, create a confirmed booking.

1.2 Where PCT has supplied or made these Terms available with or before an email setting out the proposed course, date(s), fee and delivery details, the Client's email confirming the date(s) or booking, selecting an option or instructing PCT to proceed constitutes acceptance of both the booking details and these Terms. A handwritten signature is not required.

1.3 If the Client first sends a booking request, the booking becomes binding when PCT confirms it in writing. PCT may require a purchase order, completed booking information and payment by the invoice due date to secure or retain the date.

1.4 Any terms contained in or referred to by a purchase order, supplier portal, procurement process or other Client document are rejected and do not form part of the booking unless PCT expressly accepts them in writing. Administrative use of a purchase order does not amount to acceptance of its terms.

1.5 The person confirming the booking on the Client's behalf confirms that they have authority to do so and that the Client is acting for business or professional purposes. The Client must check the booking confirmation promptly and notify PCT of any error or omission.

2. Training services

2.1 PCT will provide the agreed training with reasonable care and skill, using a trainer with appropriate knowledge, experience and competence for the course.

2.2 PCT may make reasonable changes to the trainer, delivery sequence, examples, exercises or materials where this does not materially reduce the agreed learning outcomes.

2.3 PCT may appoint a suitably competent employee, associate trainer or subcontractor to deliver all or part of the Services. PCT remains responsible for contractual delivery and will require that person to observe appropriate confidentiality, data protection, safeguarding and safety requirements.

2.4 Consultancy, policy drafting, incident review, accreditation support or follow-up work is not included unless expressly stated in the booking confirmation or agreed separately in writing.

3. Fees, VAT and expenses

3.1 The Client must pay the fees and VAT shown in the quotation, booking confirmation or invoice.

3.2 Mileage, parking, tolls, venue hire, accommodation, subsistence and other external costs are payable only where they have been stated in the quotation or booking confirmation, or otherwise agreed in writing. Any expressly agreed waiver or reduction applies only to that booking.

3.3 A quotation is based on the agreed course, date(s), venue, delegate numbers and delivery requirements. If any of these materially change, PCT may revise the quotation before the change is accepted.

3.4 Any discretionary discount is conditional upon payment by the invoice due date where this condition is stated in the quotation or invoice. If that condition is not met, PCT may withdraw the discount and charge the stated standard fee.

4. Payment

4.1 Payment must be received in cleared funds by the due date shown on the invoice. Unless PCT agrees otherwise in writing, payment must be received no later than the Working Day before training. A Working Day is Monday to Friday, excluding public holidays in England.

4.2 A purchase-order process or internal approval delay does not change the payment due date unless PCT agrees a variation in writing.

4.3 If an undisputed amount is overdue, PCT may suspend or cancel the Services after written notice. PCT may also claim statutory interest, fixed compensation and reasonable recovery costs available under the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 The Client must raise any genuine invoice query promptly and pay the undisputed balance by the due date.

5. Cancellation, postponement and transfer by the Client

5.1 Notice of cancellation or a request to postpone must be given in writing. The notice period is calculated using full calendar days between PCT's receipt of the notice and the scheduled start of the training.

Notice received	Training fee payable	Refund position
More than 28 days	No cancellation fee	Any training fee paid will be refunded.
14 to 28 days inclusive	25%	Any balance paid above the cancellation fee will be refunded.
7 to 13 days inclusive	50%	Any balance paid above the cancellation fee will be refunded.
Fewer than 7 days	100%	No refund of the training fee.

5.2 The staged cancellation charges protect PCT's legitimate commercial interest in reserving trainer capacity and reflect preparation, administration, committed resources and the diminishing opportunity to rebook the reserved date. They are not intended to penalise the Client.

5.3 Unrecoverable venue, accommodation, travel or other third-party costs committed specifically for the booking are payable in addition to the cancellation fee. PCT will provide a reasonable explanation of those costs on request.

5.4 PCT will take reasonable steps to mitigate avoidable loss. If PCT secures a replacement booking for substantially the same reserved trainer time, it will apply a reasonable credit so that it does not recover twice for the same capacity, after allowing for reasonable administration, preparation and unrecoverable costs.

5.5 Any refund due under this clause will be made within 14 Working Days after the amount has been established.

5.6 A request to postpone or change a training date is treated as a cancellation unless PCT agrees in writing to transfer the booking. Any replacement date is subject to availability and payment of additional costs caused by the change.

5.7 Delegate substitutions are normally accepted without charge where the substitute is suitable for the course and PCT is notified before delivery.

5.8 PCT may consider exceptional circumstances and agree a different outcome at its discretion. Flexibility on one occasion does not waive these Terms for any other booking.

6. Changes or cancellation by PCT

6.1 PCT will notify the Client of any material change as soon as reasonably practicable.

6.2 Subject to clause 15, if PCT cannot deliver the training, it will offer a suitable replacement date or refund any fee paid for the undelivered Services within 14 Working Days after cancellation. This does not affect any liability that cannot lawfully be limited or excluded.

7. Client responsibilities

The Client is responsible for:

- selecting training that is suitable for its service, workforce and the people it supports;
- providing accurate booking, venue, risk, safeguarding and delegate information in sufficient time;
- ensuring delegate numbers do not exceed the agreed maximum and that delegates attend punctually for the full programme;
- considering whether each delegate can participate safely, enabling each delegate to make an informed choice about practical participation and notifying PCT in sufficient time of relevant needs or requested reasonable adjustments;
- providing a clean, private, non-slip and obstacle-free room with sufficient space, ventilation, lighting, wall space, welfare facilities and safe emergency access for the agreed activities;
- maintaining its own first-aid, fire, emergency, safeguarding, staffing and management arrangements throughout delivery; and
- ensuring delegates follow reasonable trainer instructions and do not photograph, film or record the session without PCT's prior written consent.

PCT may refuse to train delegates above the agreed maximum and may pause, modify, suspend or terminate delivery where an unsafe or unsuitable venue, inaccurate or withheld information, delegate conduct, late attendance or another Client failure prevents safe or effective delivery. Where this results from the Client's breach of these Terms, the agreed fee remains payable together with reasonable additional costs, subject to PCT taking reasonable steps to mitigate avoidable loss.

8. Health, safety and safeguarding

8.1 Each party must cooperate on health, safety and safeguarding matters relevant to delivery. The Client retains responsibility for its premises, people, emergency procedures and safeguarding duties. PCT remains responsible for the safety of the training methods and activities it directs.

8.2 The trainer may pause, modify or end a practical activity and may require a delegate to observe rather than participate where this is reasonably necessary for safety.

8.3 Any accident, injury, near miss, safeguarding concern or material incident arising during delivery must be reported promptly through the relevant PCT and Client procedures.

8.4 Practical participation is voluntary. A delegate may decline or stop an activity, but where practical performance is an assessment requirement this may prevent successful completion or certification.

9. Attendance, assessment and certification

9.1 A certificate is issued only where the delegate completes the required attendance and, where applicable, demonstrates the knowledge or practical performance required by the course. Attendance alone does not guarantee successful completion.

9.2 Certificates and training records will be issued following the course, subject to satisfactory attendance, completion of any required assessment evidence and cleared payment of the account, except where applicable law or binding awarding-body or accreditation requirements require a different process.

9.3 A certificate records training attendance and the assessment outcome at that time. It does not, by itself, establish continuing competence, confer organisational authorisation, guarantee that a future decision will be lawful or replace supervision, practice, management review, safe systems of work and refresher training.

9.4 The Client is responsible for monitoring certificate currency, continuing competence and any applicable refresher cycle.

10. Governance-led training and professional use

10.1 PCT training is law-led and governance-led. It develops staff understanding of what they may do, why a decision was necessary, proportionate and reasonable, how risk and alternatives were considered and how decisions should be explained and recorded.

10.2 Where PCT describes training as aligned with, informed by or designed to support particular legislation, regulations or guidance, this means that the programme supports understanding of the relevant responsibilities. It is not a guarantee that the Client will achieve or maintain regulatory compliance.

10.3 Training and materials support professional practice but do not constitute case-specific legal advice and do not replace the Client's own policies, risk assessments, safeguarding procedures, clinical advice, management instructions or legal advice.

10.4 The Client remains responsible for how learning is authorised, supervised and implemented within its service.

11. Intellectual property and recordings

11.1 PCT retains all intellectual property rights in its course content, frameworks, materials, exercises, methods, brands and resources. Materials supplied to delegates may be used internally for learning and reference in connection with the booking.

11.2 Without PCT's prior written permission, training or materials must not be recorded, copied in bulk, altered, published, uploaded, circulated outside the Client organisation, rebranded, sold, used to train third parties or reused commercially.

11.3 Nothing in these Terms claims ownership of legislation, official guidance, public-domain material or intellectual property belonging to another person. Any third-party material remains subject to the rights of its owner.

12. Confidentiality and data protection

12.1 Each party must keep the other party's confidential business, safeguarding and operational information secure and use it only for the booking, except where disclosure is required by law, a regulator, a safeguarding duty or a competent authority.

12.2 Each party must comply with the UK GDPR, the Data Protection Act 2018 and other applicable data protection legislation. Unless otherwise agreed in writing, each party acts as an independent controller for the personal data it determines to collect and use.

12.3 PCT may process business contact details and delegate identity, attendance, assessment and certification information for booking administration, delivery, quality assurance, certification, record keeping, legal and regulatory compliance and the establishment, exercise or defence of legal claims.

12.4 PCT will provide or make available appropriate privacy information at or before the time personal data is collected. This will explain the purposes and lawful bases for processing, relevant retention periods or criteria, recipients, individual rights and how to contact PCT or complain to the Information Commissioner's Office.

12.5 The Client must ensure that information supplied to PCT is accurate, shared lawfully, limited to what is necessary and accompanied by any privacy information the Client is required to provide. Health, disability or other special-category information must be shared only where necessary and where the disclosing party has identified an applicable lawful basis and special-category condition.

12.6 If PCT is required to process personal data solely on the Client's documented instructions as a processor, the parties will put the data-processing terms required by applicable law in place before that processing begins.

12.7 Sensitive personal data must not be sent by ordinary email unless an appropriate secure method has been agreed. Each party must notify the other promptly of a personal-data breach that materially affects the booking or the other party's legal obligations.

13. Liability

13.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

13.2 Subject to clause 13.1, PCT is liable only for loss that is directly caused by its breach or negligence and was reasonably foreseeable when the booking was made.

13.3 Subject to clauses 13.1 and 13.2, PCT's total aggregate liability arising from a booking, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total fees paid or payable for that booking. If PCT actually recovers a greater amount under an applicable insurance policy for the Client's claim, the cap will increase to the amount recovered. PCT will take reasonable steps to pursue a valid insured claim and will not rely on a failure to recover caused by its own breach of the relevant policy.

13.4 To the extent permitted by law, PCT is not liable for indirect or consequential loss, or for loss of profit, revenue, business, contract, opportunity or reputation.

13.5 PCT is not responsible for the Client's policies, staffing, supervision, authorisation, record keeping or later application of the training, except to the extent that loss is caused by PCT's own breach or negligence.

13.6 The Client will indemnify PCT against reasonable third-party claims, losses and costs to the extent caused by the Client's material breach of clauses 7, 11 or 12, an unsafe venue under the Client's control, or a deliberate or unlawful act by a delegate. This indemnity does not apply to the extent the loss was caused by PCT's breach or negligence. PCT must notify the Client promptly, permit reasonable participation in the defence and take reasonable steps to mitigate the loss.

13.7 Each party must maintain insurance that is appropriate to its activities and the liabilities it accepts under the booking.

14. Complaints and disputes

14.1 A concern should be raised promptly with the trainer or sent to info@primecaretraining.co.uk with sufficient detail for PCT to investigate.

14.2 PCT will normally acknowledge a written complaint within five Working Days and aim to provide a substantive response within 20 Working Days. If more time is reasonably required, PCT will explain why and provide an updated timescale.

14.3 The parties will first attempt in good faith to resolve any dispute through discussion before starting court proceedings, except where urgent relief or debt recovery is required.

15. Events beyond reasonable control

15.1 Neither party is responsible for delay or failure caused by an event beyond its reasonable control, provided it notifies the other party promptly and takes reasonable steps to reduce the effect. This may include serious illness of the scheduled trainer where a suitable replacement is not reasonably available, severe weather, material transport disruption, utility failure, venue closure or an emergency that makes delivery unsafe or impracticable.

15.2 This clause governs cancellation or delay caused by an event described in clause 15.1; clause 6.2 applies to cancellation by PCT for other reasons.

15.3 The parties will try to rearrange the affected training. If no suitable replacement can be agreed within 30 days, either party may end the affected booking. PCT will refund fees for undelivered Services, less reasonable, evidenced and unrecoverable third-party costs committed specifically for that booking. Any balance due will be refunded within 14 Working Days after the amount has been established.

16. General

16.1 Entire agreement. The booking confirmation, these Terms and any written variation form the entire agreement for the booking and replace earlier discussions or correspondence about the same Services.

16.2 Non-reliance. Each party acknowledges that it has not relied on a statement or representation that is not recorded in the agreement. Nothing in this clause excludes or limits liability for fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded or limited.

16.3 Variation. Except for a change expressly permitted by these Terms, a change is effective only when recorded in writing and agreed by authorised representatives of both parties.

16.4 No waiver. A delay in enforcing a right does not waive it.

16.5 Severance. If a provision is unlawful or unenforceable, it will be treated as modified to the minimum extent necessary and the remaining provisions will continue in effect.

16.6 Third-party rights. A person who is not a party to the booking has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

16.7 Electronic communications. A booking, acceptance, variation, cancellation or other notice may be given by clear written email to the relevant booking contact. Legal notices to PCT must also be copied to info@primecaretraining.co.uk.

16.8 Survival. Provisions concerning payment, confidentiality, data protection, intellectual property, liability, dispute resolution and any other provision intended by its nature to continue will survive completion or termination of the booking.

17. Governing law and jurisdiction

These Terms, the booking and any non-contractual dispute or claim arising from them are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Booking confirmation

When these Terms have been supplied or made available before confirmation, the Client's email confirming the training course, date(s) or booking, selecting an option or instructing PCT to proceed constitutes acceptance of these Terms.