

# Terms and Conditions

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## Introduction

At Busy Bees Education and Training (BBET) we recognise that our excellent people with outstanding skills form the strong foundations needed to deliver an exceptional service and continue the success of the company. With this in mind, we are passionate about learning and development and give all our employees and learners the opportunities to develop the skills and confidence needed to reach their full potential and succeed.

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**Anthony Bromirski**  
Chief Executive Officer

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you do not accept these Terms then you will not be able to order any Training from our site.

You should print a copy of these Terms or save them to your computer for future reference. A copy can be found here.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Training, please check these Terms to ensure that you understand the terms which will apply at that time.

These Terms, and any contract between us, are only in the English language.

**IMPORTANT:** We provide Training which you can book and pay for via our website. If you are a consumer then you have a statutory right to cancel the contract within 14 days, therefore we will not commence the preparation for the provision of the Training during that period so that you can exercise your right. However, if the Training you want is within 14 days then you can only book the Training if you waive your right to cancel and agree that any fees have to be paid. You can ask us to immediately begin preparing the Training in which case you will then lose the right to cancel the contract and you must pay for the Training. This right does not apply to business customers.

## **1. Information about us**

1.1 We operate the website [www.busybeestraining.co.uk](http://www.busybeestraining.co.uk). We are Busy Bees Education and Training, a company registered in England and Wales under company number 03454787 and with our registered office at Busy Bees at St Matthews, Shaftsbury Drive, Burntwood, Staffordshire SW7 9QP. Our VAT number is 655116446.

1.2 To contact us, please see our [Contact Us](#) page.

## **2. Our Training**

2.1 The Training we provide through our website is both online distance learning, classroom based training and work based training. The Training is subject to variation, substitution or removal at any time.

2.2 All Training shown on our site is subject to availability. We will inform you by e-mail as soon as possible if the Training you have ordered is not available and we will not process your order if made.

## **3. How we use your personal information**

3.1 In the performance of our obligations under the contract with you we will need to collect and process your personal data. We only use your personal information in accordance our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

3.2 We may also introduce you to potential employers under the apprenticeship scheme, but any terms of employment will be between you and your employer. As part of that introduction you agree that we may provide copies of your personal data to potential employers so that they can consider any offers of employment. We are also required, as part of this apprenticeship scheme to submit reports and returns to the skills funding agency.

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#### **4. If you are a consumer (This clause 4 only applies if you are a consumer.)**

4.1 If you are a consumer, you may only purchase Training from our site if you are at least 16 years old.

4.2 As a consumer, you have legal rights in relation to Training which is not as described.

#### **5. If you are a business customer (This clause 5 only applies if you are a business.)**

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to acquire the Training.

5.2 These Terms constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.3 You acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

5.5 You may only cancel the Training on giving the following notice before the Training commencement date (and the refund if any will be as stated):

(a) 30 days - full refund less an administration fee of £10;

(b) between 15 and 29 calendar days (inclusive) - 50% refund less an administration fee of £10; and

(c) between 1 and 14 days (inclusive) - no refund will be payable.

5.6 If you fail to attend the Training then the fees will still apply and no refund will be given.

#### **6. How the contract is formed between you and us**

6.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.4.

6.3 We will confirm our acceptance of the contract by sending you an e-mail confirming your attendance on a Training course, or, for distance-based training the Training materials are available for download or have been dispatched to you (the "Order Confirmation"). The contract between us will only be formed when we send you that Order Confirmation.

6.4 If we are unable to supply you with the Training, for example because it is no longer available or because a course date has had to be withdrawn, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Training, we will refund you the full amount as soon as possible unless you wish to select alternative Training.

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## **7. Our right to vary these terms**

7.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you; and
- (b) changes in relevant laws and regulatory requirements.

7.2 Every time you order Training from us, the Terms in force at that time will apply to the contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## **8. Your consumer right to cancel and receive a refund (This clause 8 only applies if you are a consumer.)**

8.1 If you are a consumer, you have a legal right to cancel a contract during the period set out below in clause 8.5, except where clause 8.2 applies.

8.2 During your statutory 14 day cancellation period you may cancel the contract and receive a full refund, except where you have agreed to waive these rights (usually because the course starts within that 14 day period). After that 14 day period if you cancel the contract then you may still be entitled to a full or partial refund (see clause 8.7 below), depending on how many days prior to the commencement date of the Training you cancel the contract.

8.3 We will not provide the Training within the 14 day period UNLESS you specifically ask us to do so and you confirm that you will lose your right to cancel the contract.

8.4 However, this cancellation right does not apply in the case of:

- (a) Training which you have asked us to deliver immediately and where you confirm that you will therefore lose your right to cancel and must pay the fees for,
- (b) any bespoke Training or where we have committed to a trainer for you;
- (c) any distance-based Training provided in a tangible form which has been opened or used; or
- (d) software, DVDs or CDs which have a security seal which you have opened or unsealed.

8.5 Except for situations covered by clause 8.4, your legal right to cancel a contract starts from the date of the Order Confirmation, which is when the contract between us is formed. From the Order Confirmation date you have a period of 14 (fourteen) days in which you may cancel the contract.

8.6 To cancel a contract, please contact us in writing to tell us by sending an e-mail to [cancellations@busybeestraining.co.uk](mailto:cancellations@busybeestraining.co.uk). You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

8.7 You will receive a full refund of the price you paid for the Training and any applicable delivery charges you paid for (but not if clause 8.4 applies) during the cancellation period (unless you have waived your cancellation right) or your cancellation is received at least 14 days before the course commencement date. Once that 14 day cancellation period has passed or if it does not apply, then in our sole discretion we may offer you a partial or total refund. We will process the refund due to you as soon as possible and, in any case, within 14 days of the day on which you gave us notice of cancellation as described in clause 8.6.

8.8 If you returned distance-based Training material because it is incomplete, faulty or mis-described, then we will refund the price of it in full, any applicable delivery charges, and any reasonable costs you incur in returning the Training material to us.

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8.9 We will refund you using BACS straight into your bank account.

8.10 Upon cancellation, if any distance-based Training material was delivered to you in a tangible form, then:

- (a) you must return it to us as soon as reasonably practicable;
- (b) unless the distance-based Training material is faulty or not as described (in this case, see clause 8.8), you will be responsible for the cost of returning it to us and
- (c) you have a legal obligation to keep the distance-based Training material in your possession and to take reasonable care of it while it is in your possession until such time as it is returned to us.

8.11 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.

8.12 As a consumer, you will always have legal rights in relation to Training that is incomplete or sub-standard or not as described. These legal rights are not affected by the returns policy in this clause 8 or these Terms. Advice about your legal rights is available.

## **9. Provision of training**

9.1 We will confirm your place on the relevant Training course. It is your responsibility to ensure that you arrive at the training venue in good time and on the correct date. If you get the wrong date or time then we will not refund the fees for the Training. If you arrive more than 30 minutes after the start of the Training then the trainer has the right to deny you access to the Training (or that day's Training if the Training is over multiple days), in which case you will not get a refund for the Training.

9.2 The costs in getting to the Training are your responsibility, together with any accommodation and subsistence costs (except where this is specifically included in the cost of the Training).

9.3 We are not responsible for any theft, loss or damage to your personal possessions during the Training.

9.4 If we are unable to provide the Training on the day due to circumstances beyond our control then we will endeavour to offer you another training date or you may request a refund of the fees paid. You will not be able to recover your wasted costs in attending the Training.

9.5 If the designated trainer is not available on the day then we will endeavour to provide an alternative trainer who will have equivalent experience and knowledge. We cannot guarantee that the designated trainer will be used on the day or that the designated trainer will be used on subsequent or associated Training.

9.6 Upon payment in full and when you attend the Training (or receive the distance-based Training material) you will obtain a personal limited right to use the Training material (where provided). You may not use the Training material for any other purposes nor may you share it with third parties nor may you make copies of it (except to the extent permitted by law). The Training material is subject to copyright and other legal protection. If there are any limitations on use specified when you ordered the Training (such as use for a period of time or in a certain context) then your right to use the Training material will be subject to this. You acquire no other rights to the Training material except as expressly provided for in this contract.

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## **10. Price of Training and delivery charges**

10.1 The prices of the Training will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices for the Training are correct at the time when the relevant information was entered onto the system.

10.2 Prices for our Training may change from time to time, but changes will not affect any order which we have confirmed with a Order Confirmation.

10.3 The price of the Training includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Training in full before the change in VAT takes effect.

10.4 The price of the Training does not include delivery charges for any distance-based Training material, which you will have to pay where relevant (save where you elect for electronic download). Our delivery charges are as quoted on our site from time to time and will be included in your order confirmation.

## **11. How to pay**

11.1 You can only pay for Training using a debit card or credit card. We accept the following cards: Visa, Visa Credit, Debit MasterCard, MasterCard, Maestro, and Visa Electron.

11.2 Payment for the Training and all applicable delivery charges (where applicable) is in advance. We will not charge your debit card or credit card until we are in a position to provide the Order Confirmation.

## **12. Our liability if you are a business (This clause 12 only applies if you are a business customer.)**

12.1 We only supply the Training for internal use by your business, subject to any additional usage limitations, and you agree not to use the Training for any re-sale purposes nor to make copies (save to the extent permitted by law) or share the Training materials with any third parties. You agree not to try to recreate the Training or assist others in doing so. If there are any limitations on use specified when you ordered the Training (such as use for a period of time) then your right to use the Training will be subject to this. You acquire no other rights to the Training except as expressly provided for in this contract. In the absence of any enhanced usage rights the Training may only be used by one individual.

12.2 Nothing in these Terms limit or exclude our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
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12.4 Subject to clause 12.2 and clause 12.3, our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price of the Training.

12.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Training. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Training are suitable for your purposes.

### **13. Our liability if you are a consumer (This clause 13 only applies if you are a consumer.)**

13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer which is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.

13.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective Training under the Consumer Protection Act 1987.

### **14. Events outside our control**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.

14.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation non-availability of the training venue provided by third parties, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, adverse weather conditions, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Training to you, we will arrange a new Training date with you after the Event Outside Our Control is over or you may cancel the Training and ask for a refund.
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## 15. Communications between us

15.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

15.2 If you are a consumer:

- (a) To cancel a contract in accordance with your legal right to do so as set out in clause 8, you must contact us in writing by sending an e-mail to [cancellations@busybeestraining.co.uk](mailto:cancellations@busybeestraining.co.uk). You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the e-mail.
- (b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail at [enquiries@busybeestraining.co.uk](mailto:enquiries@busybeestraining.co.uk).

15.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

15.4 If you are a business:

- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our website.
- (b) A notice or other communication shall be deemed to have been received if sent by e-mail, one business day after transmission.
- (c) In proving the service of any notice in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. Other important terms

16.1 We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these Terms.

16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

16.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.6 If you are a consumer, please note that these Terms are governed by English law. This means a contract for the purchase of Training through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

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16.7 If you are a business, a contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).