

# NCASS TRAINING TERMS AND CONDITIONS FOR CONSUMERS

Please note these terms and conditions apply if you are a consumer. Separate terms apply (which are available [ncass.org.uk/business-terms](https://ncass.org.uk/business-terms) ) if you are a business. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

## 1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are services or digital content.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Trade Management Services Ltd (trading as NCASS (The Nationwide Caterers Association)) a company registered in England and Wales. Our company registration number is **05346529** and our registered office is at Britannia Suite Lakeside Business Centre, Lifford Lane, Kings Norton, Birmingham, West Midlands, B30 3NU. Our registered VAT number is 857764471

2.2 **How to contact us.** You can contact us by telephoning our customer service team

- (a) by phoning 0300 124 6866;
- (b) by emailing us at [info@ncasstraining.co.uk](mailto:info@ncasstraining.co.uk)
- (c) by writing to us at Britannia Suite Lakeside Business Centre, Lifford Lane, Kings Norton, Birmingham, West Midlands, B30 3NU.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when you pay for the order, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. If we have already charged you for the product, we will refund you for the product.

### 4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 Your rights to end the contract).

### 5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.
- 5.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

### 6. PROVIDING THE PRODUCTS

- 6.1 **When we will provide the products.** You will be able to access the products on the date we accept your order.
- 6.2 **Single User.** Unless otherwise specified by us in the description of the products or our order confirmation, the products and any materials provided in connection with them, are for a single user only.

- 6.3 **We own the rights in the products and materials relating to them.** All intellectual property rights in or arising out of or in connection with the products and in any training materials or other documentation we provide to you in connection with the products will be owned by us or our licensors.
- 6.4 **Your obligations in relation to training materials and other documentation we provide to you in connection with the products.** You agree not to:
- (a) copy any training materials and other documentation we provide to you in connection with the products except where such copying is incidental or necessary for the purposes of or in connection with providing the products to you;
  - (b) rent, lease, sub-license, loan, translate or merge the whole or any part of the training materials and other documentation we provide to you in connection with the products;
  - (c) alter, adapt, vary or modify, the whole or any part of the training materials and other documentation we provide to you in connection with the products;
  - (d) permit or allow the training materials and other documentation we provide to you in connection with the products or any part of them to be combined with, or become incorporated into, any other materials;
  - (e) provide or otherwise make available the training materials and other documentation we provide to you in connection with the products in whole or in part, in any form to any person other than you.
- 6.5 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been requested from you during the order process. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.7 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;

- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 5).

6.8 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 5 working days in any 30 day period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than [PERIOD] and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

## 7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) **If you have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.**

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product which you do not agree to (see clause 5);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 5 working days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) digital products after you have started to download or stream these; and
- (b) services, once these have been completed, even if the cancellation period is still running.

7.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once the services have been accessed you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming?** if so, you have 14 days after the day you pay your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when the services have been provided to you and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## 8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services or email us using the details set out at the beginning of these terms. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the [Cancellation form](#) on our website.
- (c) **By post.** Print off the [Cancellation form](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered it and your name and address.

8.2 **How we will refund you.** We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract

8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

- 9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 10 working days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 10. IF THERE IS A PROBLEM WITH THE PRODUCT

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us using the details set out at the beginning of these terms.
- 10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

- a) If your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
  - b) If your digital content is faulty, you're entitled to a repair or a replacement.
  - c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
  - d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation
- See also clause 7.3.

If your product is **services**, for example, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions. If you then wish to cancel and we have already taken payment from you then we will refund the amounts you have paid.
- 11.4 **When you must pay and how you must pay.** We accept payment via SOTpay. You must pay for the products before we provide them and before you access them.

## 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2.
- 12.3 If defective digital content which we have supplied damages a device belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## 13. HOW WE MAY USE YOUR PERSONAL INFORMATION

**How we may use your personal information.** We will only use your personal information as set out in our privacy policy, a copy of which is available [ncass.org.uk/ncass-privacy-policy](http://ncass.org.uk/ncass-privacy-policy)



## 14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.