

Flooring Industry Training Association – Full Course Terms and Conditions

1. About these Terms and Conditions

1.1 These Terms and Conditions (the “**Conditions**”) form the whole of our ‘**Agreement**’ with you.

1.2 In these Conditions ‘**we**’ and ‘**us**’ means the Flooring Industry Training Association known as FITA; ‘**you**’ means the individual or organisation Booking a Course, Programme, Product, Service, under these Conditions; ‘**Booking**’ means a request by you to book a Course or Programme; ‘**Consumer**’ means any natural person who, in contracts to which the Consumer Protection (Distance Selling) Regulations 2000 apply, is acting for purposes which are outside his business; ‘**Course**’ means a FITA training course; ‘**Delegate**’ means an individual enrolled on a Course by you; ‘**Equal Opportunities and Diversity Policy**’ means our policy to ensure that no individual receives less favourable treatment than any other on the grounds of sex, race, colour, nationality, ethnic origin, religion/belief, age, marital status, sexual orientation, political belief, disability, irrelevant offending background or for any other reason which cannot be objectively justified; ‘**Flooring Industry Training Association**’ means the training arm of the Contract Flooring Association (CFA) and National Institute of Carpet and Floorlayers (NICF). FITA is registered as a ‘not for profit’ organisation – Company Registration number 05025991; ‘**Programme**’ means [the programme comprising one or more Courses and other elements as described in the letter accompanying these Terms and Conditions] ‘**Reasonable Adjustments**’ means reasonable adjustments either in accordance with relevant equal opportunities legislation or as part of what we deem to be good practice.

1.3 These Conditions replace all other terms and conditions previously applicable and shall apply to any Booking to the exclusion of any other terms and conditions.

2. Booking

2.1 Subject to clause 2.2, you may make a Booking on line at www.fita.co.uk, by telephoning the FITA administration office or by completing our Booking form, where applicable, and returning it by either fax, email or post to our administration team.

2.2 Booking a Course or Programme shall be regarded as an offer by you to book a Course or Programme under these Conditions.

2.3 As soon as reasonably practicable you shall provide us with the name of the Delegate(s) and any special requirements they may have particularly with regard to diet, mobility and access.

2.4 Substitution of a Delegate will be allowed up to the commencement of the Course or Programme without charge subject to clause 2.3.

3. Confirmation

3.1 Acceptance of your offer will take place on sending you written confirmation of your Booking. Our acceptance of your Booking brings into existence a legally binding Agreement between us.

3.2 Joining instructions will be forwarded to you prior to the Course or Programme start date. If you do not receive the joining instructions within 7 days prior to the Course or Programme start date you must notify us immediately.

4. Accommodation

4.1 Accommodation is not offered by FITA through payment or bookings received for the courses provided. FITA may provide information relating to local accommodation available but this is provided on a goodwill basis and does not form any part of the contract with FITA. FITA accepts no liability or claims relating to accommodation bookings made with third parties.

5. Price*

5.1 A standard Course or Programme price is as listed in our published price list and website www.fita.co.uk. We reserve the right to change prices listed without notice.

5.2 The price of a bespoke Course or Programme is as confirmed by us in writing.

5.3 Course or Programme prices do not include meals (unless we notify you otherwise), travel, accommodation, parking costs or any other cost incurred as a result of or in connection with a Course or Programme.

5.4 Value Added Tax will be added to all taxable supplies at the current standard rate.

6. Payment

6.1 All payments must be made in UK sterling (GBP) and reference our invoice number where provided.

6.2 Payment must be received at the time of booking via credit/debit payment card or BACS transfer.

6.3 Payment shall be made within 30 days of the date of invoice but always in advance of the start of a course, whichever is sooner.

6.4 No payment shall be deemed to have been received until we have received cleared funds.

6.5 Without prejudice to any other right or remedy available to us if payment is not received we shall be entitled to:

6.5.1 Cancel the Agreement; and/or

6.5.2 Suspend the delivery of any other Course to you; and/or

6.5.3 Withhold the issue of any applicable Course certificate; and/or

6.5.4 Include interest on the amount outstanding from the date when such payment is due until the date of actual payment (both after as well as before judgment) at a rate per annum of 4 per cent above the base rate from time to time of Barclays Bank plc. If we must recover the outstanding payment recovery costs are to be paid by you.

7. Transfer

7.1 If you wish to transfer to an alternative date for the same Course or Programme your request must:

7.1.1 Be received no less than 14 days before the original Course or Programme start date;

and

7.1.2 State the date to which you wish to transfer to (which must be within twelve months of the original Course or Programme start date).

7.2 The transfer option set out in clause 7.1 can only be used once.

7.3 If you transfer to an alternative Course or Programme date you may not cancel your Booking under clause

8. Cancellation by you

8.1 In the event you are a Consumer:

8.1.1 You have the right to cancel the Agreement and receive a refund. You must inform us in writing if you wish to cancel within seven working days, starting on the day after the Agreement is concluded (the '**Cooling Off Period**').

8.1.2 If the Course or Programme start date occurs within the Cooling Off Period your cancellation rights will end when the Course or Programme starts.

8.1.3 Your statutory rights are not affected.

8.2 Subject to clause 8.1, if you wish to cancel a Booking and your cancellation is received:

8.2.1 More than 21 days before the Course start date or, where you have booked a Programme, the start date of the first Course comprised within that Programme, we shall refund you the Course, Programme price (as applicable);

8.2.2 Between 21 and 7 days before the Course start date or, where you have booked a Programme, the start date of the first Course comprised within that Programme, we shall refund you 50% of the Course, Programme price (as applicable);

8.2.3 Less than 7 days before the Course start date or, where you have booked a Programme, the start date of the first Course comprised within that Programme, no refund shall be made.

9. Cancellation by us

9.1 All Courses and Programmes are subject to availability and demand and it is your responsibility to confirm the status of a Course or Programme with our administration team prior to the Course or Programme start date.

9.2 We reserve the right at any time:

9.2.1 To cancel Courses or Programmes and refund in full. No further liability will be accepted.

9.2.2 To vary Course or Programme dates, programmes, speakers and venues.

9.3 We shall endeavour to inform you as soon as possible of any Course or Programme cancellation or variation.

9.4 Although every effort has been made to ensure the accuracy of information contained within our literature and materials, including any Course or Programme description, we do not accept responsibility for any errors or omissions. We reserve the right to cancel any Booking for a Course, Programme where any such error or omission has occurred, even after we have accepted such a Booking.

10 Delegates

10.1 Prior to a Delegate attending a Course or Programme it is your responsibility to bring these Conditions to their attention.

10.2 You agree to indemnify us in respect of any loss, damage or injury caused to the property of us, our employees or any third party by the conduct, act or omission of a Delegate.

10.3 Delegates shall be required to comply with all the rules, procedures, policies and guidelines in place at the Course venue and/or our premises, including but not limited to health and safety and security procedures and our 'Dignity and Respect' guidelines. (see appendix 1)

10.4 Delegates are not allowed to bring the following on to our premises.

10.4.1 Alcohol; or

10.4.2 Any object that could be used to threaten or injure another person (including any knife or other type of sharply bladed or pointed object or gun or other firearm). All tools and materials required will be supplied by FITA unless by prior arrangement.

10.5 If we consider that a Delegate is not adhering to our Equal Opportunities and Diversity Policy and/or our 'Dignity and Respect' guidelines such Delegate may, at our sole discretion, be required to leave the Course or Programme and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.

10.6 If we consider that:

10.6.1 A Delegate is under the influence of drink or illegal substances, in possession of illegal substances, misusing legal substances, unsuitably dressed or behaving in a threatening, abusive or otherwise unacceptable manner; and/or

10.6.2 A Delegate is a risk to the health and well-being of themselves and/or others; and/or

10.6.3 A Delegate's Course attendance times are unacceptable;

such Delegate shall be required to leave the Course or Programme and our premises (if applicable) immediately. Other than where a Delegate is required to leave for a reason outside their reasonable control, we shall not be liable for any refund or compensation in such circumstances.

10.7 Some of the training provided by the Flooring Industry Training Association can be physically and/or mentally demanding. All Delegates must be capable of completing the training in that respect. We cannot be held responsible for any costs that may be incurred due to a Delegate being unable to complete training as a result of any inability on their part. Where there is any concern you should contact us and we will assess what reasonable adjustments may be made to assist you or your Delegate.

10.7.1 Prior to making a Booking it is your responsibility to ensure that a Delegate has the:

10.7.2 Physical ability; and/or

10.7.3 Communication skills; and/or

10.7.4 Literacy and/or numeracy skills;

that is/are required for a Delegate to attend and complete the Course or Programme on which they have been enrolled and for which we are not able to make Reasonable Adjustments.

10.8 If a Delegate does not possess the physical ability and/or the skills set out in clause 10.7 either

10.8.1 In our reasonable opinion; and/or

10.8.2 The Delegate's opinion and we have not been able to make Reasonable Adjustments such Delegate shall be required to leave the Course or Programme and our premises (if applicable) immediately. We shall not be liable for any refund or compensation in such circumstances.

10.9 If you and/or a Delegate have any doubts relating to the physical ability of a Delegate, reference should be made to a medical doctor. The onus is entirely with you and/or the Delegate to ensure that the Delegate has the physical ability required to attend a Course or Programme.

10.10 Subject to clause 6.5.3, for those Courses where a Course certificate is ordinarily issued, a Course certificate shall be issued to a Delegate who has, in our opinion, successfully completed and attended any such Course and, if relevant, attained a sufficient level of competence.

10.11 You shall forward on any issued Course certificate to the applicable Delegate.

11 Safeguarding Delegates

11.1 We are fully committed to the health and well-being of all Delegates and have a health and safety policy in place to ensure the health and safety of all Delegates. This is issued to each delegate prior to the commencement of the course and they are required to sign it to confirm their understanding. A copy can be sent by post if requested. We also believe that every Delegate has the right to feel safe and free from any form of abuse. If you wish to discuss any concerns you or a Delegate have with a another Delegate or an Instructor, then you can phone the FITA office on 0115 950 6836 and ask to speak to an appropriate person. We have a policy in place which sets out our arrangements to safeguard all Delegates. (See appendix 1).

12 Intellectual Property

12.1 The names, images and logos identifying CFA, NICF or FITA are proprietary marks of those individual bodies.

12.2 All other trade-marks, brand names, product names and titles and copyright used in our prospectus or the training material are trademarks, brand names, product names or copyrights of their respective holders. No permission is given by FITA in respect of the use of any of them and such use may constitute an infringement of the holder's rights.

12.3 All intellectual property rights in any and all content and Materials created and made available to you for the purposes of training are and shall remain the property of FITA. You shall not do anything which adversely affects our rights and interests, including but not limited to:

12.3.1 Copying, reproducing, modifying, redistributing or in any way commercially exploiting the Courses, Materials, website or other content.

12.3.2 Falsifying the true ownership of the Courses, Materials, website and other content.

13 Liability

13.1 Nothing in this Agreement is intended to limit liability for death or personal injury caused by our negligence.

13.2 Subject to clause 13.1 we shall not be liable to you:

13.2.1 For any indirect, special or consequential loss of any nature whatsoever; or

13.2.2 For any loss of profits, business, contracts, revenue, goodwill, contracts or anticipated savings or for any administrative inconvenience or disappointment.

13.3 Subject to clause 13.1, our liability to you in contract, tort or otherwise is limited to the Course. However, in the unlikely event that we cancel a course without reasonable notice, consideration may be given to refunding accommodation cancellation charges, but this is completely at the discretion of FITA. Proof of payment of a cancellation charge would be required from the Delegate if a refund is approved.

13.4 We accept no liability for any reliance placed upon the contents of any Course literature supplied. The said material is intended for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances.

13.5 We shall not be liable for any loss or damage caused to a Delegate's vehicle on our premises unless caused by our willful misconduct.

13.6 We shall not be liable to you and/or a Delegate for any loss or damage to property caused by an event outside our reasonable control (including the misconduct or negligence of another delegate) or where the Delegate remains in exclusive charge of the property concerned. Delegates are recommended to have insurance in place to cover loss, damage or theft of their personal effects and money.

13.7 We shall not be liable to you for any delay or for the consequences of any delay in performing our obligations under this Agreement if such delay is due to any cause or circumstance beyond our reasonable control (including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident) and we shall be entitled to a reasonable extension of time for performing such obligations.

14 Data Protection

14.1 By booking a Course or Programme you consent to our processing the personal data you provide for the purposes set out in clause 14.3.

14.2 Where you provide us with an individual's personal data you warrant and represent that you do so with their consent and that you have informed them of our identity and the purposes set out in clause 14.3 for which their personal data will be processed.

14.3 We may use the personal data you provide for the purposes of administration (including Delegate registration and recording of qualifications); statistical analysis; customer services and keeping you and/or a Delegate informed of our products and services and those of third parties which we think may be of interest to you (if you and/or a Delegate do not wish to be contacted in this way you and/or a Delegate can contact us at any time). We may need to share such personal data with associated bodies and service providers for these purposes.

14.4 Unless indicated on the booking form, FITA may from time to time use images taken from courses in promotional, advertising and support materials developed by FITA, CFA and NICF.

14.5 We may disclose personal data in order to comply with a legal obligation.

15 General

15.1 Without waiver or limitation of any rights or remedies we shall be entitled to off-set any and all monies owed by us to you against any and all monies owed by you to us under this or any other contract.

15.2 A person who is not a party to this Agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

15.3 The headings in this Agreement shall not affect its interpretation.

15.4 If any part of this Agreement is held to be illegal or unenforceable (including any provision in which we exclude our liability to you) the validity and enforceability of any other part of the Agreement will not be affected.

15.5 The Agreement between us shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us.

16 How to contact us

16.1 You can contact the FITA administration office by telephone on 0115 950 6836 or by post to:

Flooring Industry Training Association

4c St. Mary's Place, The Lace Market, Nottingham, NG1 1PH

Telephone: 0115 950 6836 Fax: 0115 941 2238

[Contact FITA](#) or email info@fita.co.uk

FITA is a joint venture by the [Contract Flooring Association](#) and the [National Institute of Carpet and Floorlayers](#).

Appendix 1

Equal Opportunities and Diversity Policy

CFA and NICF (the founders of FITA) want to attract and support the best qualified people to work in the construction and flooring industry.

FITA is committed to promoting equal opportunities for everyone. That is regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion and beliefs, gender, sexual orientation or socio-economic background.

We live in a diverse society that is multicultural and multilingual, where everyone is different and has something different to bring to society and the workplace.

Construction is an industry which requires a variety of different skills and abilities. It is important that people from different backgrounds, life experiences and abilities are employed to enable us to achieve the high levels of skills needed to be world leaders.

So that your training environment is one where you can give your best and realise your full potential, FITA will make sure that you are treated fairly, with dignity and respect throughout your course or programme.

Dignity and Respect Guidelines

Why do we have a Dignity and Respect Guidelines?

1. Harassment, bullying and victimisation are not allowed at FITA. Harassment and bullying can have very serious consequences for individuals. It may make people unhappy, may cause them stress, and affect their health, and family and social relationships. It may also affect their work performance.
2. Harassment, bullying and victimisation are, in the eyes of the law, forms of discrimination and as such unlawful. Serious harassment may be a criminal offence.
3. Everyone has the right to be treated with dignity and respect at work. This policy explains:
 - a The behaviours that are and are not expected by those attending courses
 - b What bullying, harassment and victimisation means
 - c What you need to do if you think you are being bullied, harassed or victimised.
4. If requested we can provide, guidance and information to help delegates to understand what behaviours you need to demonstrate at FITA, and why it is important to treat everyone fairly, and with dignity and respect
5. What is harassment?

It is not appropriate to say that “it was only banter”. The term “banter” is often used to disguise bullying or harassment. Bullying or harassment in any form is not acceptable.

Harassment can be any unwanted attention or behaviour that a person finds objectionable or offensive, and which makes them feel threatened or uncomfortable, leading to a loss of dignity or self-respect. It may be persistent or an isolated incident.

Harassment can take many forms and may include the following, which is not exhaustive:

- a Unnecessary and unwanted physical contact ranging from touching to serious sexual or physical assault.
- b Derogatory or degrading comments relating to a person's 'protected characteristic'.
- c Unwanted non-verbal conduct, including sexually suggestive gestures, staring and leering.
- d Unwelcome sexual advances, propositions or pressure for sexual activity including offensive suggestive remarks, innuendoes or lewd comments and suggestions that sexual favours may result in employment benefit (or that refusal of such suggestions may result in some form of detriment).
- e Continued suggestions for social activity outside the work place after it has been made clear that such suggestions are unwelcome.
- f Display, storage or circulation of offensive material (including pictures, objects, written materials or information held on computer).
- g Unfair treatment, which might include deliberate exclusion from conversations or events at work, for reasons based on a person's equality characteristic.
- h Comments which have the effect of isolating or humiliating a member of staff by reason of their equality characteristic.
- i Making gestures that mock a person's equality characteristic.
- j Offensive, hostile, intimidating, malicious or insulting behaviour, an abuse or misuse of power which is meant to undermine, humiliate or injure the person on the receiving end.

6. Serious forms of harassment could be a criminal offence.

What is bullying?

Bullying is a more general form of harassment that is not based on race, sex or any other equality characteristic. As with harassment it can be defined as words, actions or other conduct which ridicules, intimidates or threatens and affects individual dignity and well-being. It is generally behaviour that can be identified as a misuse of power.

People affected by bullying often feel the matter appears trivial or that they may have difficulty in describing it. Bullying behaviour is largely identified not so much by what has actually been done, but rather by the effect that it has on the recipient.

Examples of bullying could include:

- a Persistently criticising unnecessarily, although legitimate, constructive and fair criticism of performance or behaviour at work is not bullying.
- b Shouting at individuals in public or private.
- c Deliberate isolation by ignoring or excluding a person.
- d Withholding information or removing areas of responsibility without justification.
- e Spreading malicious rumours.
- g Deliberately setting objectives with impossible deadlines.
- h Undermining a person's self-respect by treatment that denigrates, ridicules, intimidates, demeans or is physically abusive.

Harassment or bullying is not dependent on an intention to cause distress or hurt but is assessed by the impact the behaviour has on the recipient. As a result, it is possible that behaviour that is acceptable to some may cause embarrassment, distress or anxiety to others. Therefore, harassment or bullying relates essentially to the perceptions and feelings of the recipient.

7. The terms 'bullying' and 'harassment' are used interchangeably by most people, and many definitions include bullying as a form of harassment.

What is the impact of bullying and harassment?

The impact of bullying and harassment includes the following:

- a Bullying and harassment may make someone feel anxious and humiliated.
- b People may feel angry and frustrated because they cannot cope.
- c Some people may try to retaliate in some way.
- d Others may become frightened and demotivated.
- e Stress, loss of self-confidence and self-esteem caused by harassment or bullying can lead to insecurity, illness, absence from work, and even resignation.

8. I think I'm being bullied / harassed / victimised – what can I do?

You could firstly try to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. An informal discussion may help him or her to understand the effects of his or her behaviour and agree to change it. You can talk in confidence to our Instructors to get advice on how to handle this informally. If your concerns are about your Instructor, you should speak to the FITA admin team.

If the behaviour against you is a criminal offence, we will take the necessary action.

Safeguarding Policy Statement

FITA recognises that your welfare is always of paramount consideration and all delegates have the right to equal protection from all types of harm or abuse.

We safeguard delegates by:

- valuing them, listening to them, and respecting them.
- adopting Safeguarding Guidelines through procedures and a Code of Conduct for staff.
- recruiting staff safely by providing Best Practice Guidance to make sure that Safeguarding is included in the recruitment and selection process.
- sharing information about concerns with agencies that need it, and involving delegates and employers or parents/carers (if under 18) appropriately.

FITA makes every effort to ensure all delegates are:

- provided with a safe learning environment.
- involved in the continuous review and improvement of the services we provide.

Should you need to discuss a safeguarding issue please ask to speak to FITAs Training Manager who is our designated safeguarding officer.