

### **ORCA Training Courses**

Terms & Conditions

### General

- 1. These terms and conditions apply to all training courses delivered by ORCA, including (but not limited to):
  - a. Individual course bookings
  - b. Group course bookings
  - c. Private or bespoke training courses
  - d. Online training courses (e-learning courses)
- 2. Accompanying these terms and conditions will be a course outline covering course details such as course content, payment terms, prices and other course-specific information. This course outline will form part of the agreement between ORCA and the customer.
- 3. ORCA reserve the right to refuse or reject a booking for an individual or group to join a course for any reason. In instances where a booking is refused or rejected, ORCA will refund any monies paid in full but will not be obliged to explain the reasons nor will they be liable for any costs incurred as a result of the rejection of the booking.
- 4. On occasion it may be necessary to cancel or postpone a course. In these situations we will give customers as much time as possible, and provide either a free place on another course or a refund in full. ORCA will not be liable for any other costs as a result of course cancellation.
- 5. Any certification received from participating in a course will be subject to the trainer being satisfied that the customer has met the minimum competence requirements, and in these cases the trainer's decision is final.
- 6. It is the responsibility of the customer to ensure that they or their representatives are free from any condition that would affect their capability to undertake their chosen course and that they meet any course prerequisites. ORCA will not accept liability for issues faced by customers due to a failure to disclose issues in advance.

# Transfers & Cancellation - Face-to-face/online courses delivered live on a specific date/time (e.g. via Zoom)

- 7. Course transfers by the customer are subject to the following costs:
  - a. Transfer requested 31+ days prior to the course start date: No fees
  - b. Transfer requested 14-30 days prior to the course start date: £15 per person donation
  - c. Transfer requested within 14 days of the course start date: Courses are non-transferable within 14 days of the start of the course and the customer will have to pay in full again for their rescheduled course
- 8. Course cancellation by the customer is subject to the following terms:
  - a. Cancellation 61+ days prior to the course start date: 100% of course fees refunded
  - b. Cancellation 31-60 days prior to the course start date: 50% of course fees refunded
  - c. Cancellation within 30 days of the course start date: 0% of course fees refunded
- 9. ORCA reserves the right to cancel or postpone courses and will offer either an alternative date or a refund in full. ORCA will not be liable for any other costs or losses incurred as a result of cancellation or transfers, including (but not limited to) travel, accommodation, subsistence or any other losses.



## Lateness & Non-Attendance - Face-to-face/online courses delivered live on a specific date/time (e.g. via Zoom)

- 10. Failure to attend a course will result in the full fee being payable, and no refunds will be issued if delegates fail to attend.
- 11. If you arrive late for a course, or miss a part of the session, we reserve the right to refuse certification or accreditation associated with the course. The course trainer will have the final decision as to whether a customer has attended a sufficient proportion of the course to be accredited.

#### Refunds - E-learning courses (hosted on learn.orca.org.uk)

- 12. Customers have two calendar months from the date of enrollment (the point they are given access to the course) to complete the course. Should delegates not complete the course within two calendar months their access to the course content will be revoked and they will need to purchase a new course to complete the programme. ORCA will not issue refunds for courses that are not completed within the prescribed time frame.
- 13. Once delegates have accessed the full course materials, they waive their right to a refund.