

AARTIC TRAINING SERVICES LIMITED

STANDARD TERMS AND CONDITIONS

Including Cancellation, Funding Clawback and Repayment Terms

Policy number	1
Legal entity	Aartic Training Services Limited
Company number	07994732
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Document owner	Company Director

Important: these terms must be supplied to the person or organisation paying for the course before the booking is completed. The booking confirmation must identify the course price, funding value, learner contribution, start date and any payment plan. Statutory consumer rights are not restricted.

1. Parties, scope and definitions

1.1 These terms govern training, assessment, examination, certification, consultancy and related services supplied by Aartic Training Services Limited (“ATG”, “we”, “us” or “our”). Our registered office is Unit F5, Rainbow Business Centre, Swansea Enterprise Park, Swansea, Wales, SA7 9FP.

1.2 “Customer” means the person or organisation contracting with ATG and responsible for payment. “Learner” means the person receiving the services. A Customer acting mainly outside their trade, business, craft or profession is a “Consumer”. “Business Customer” means any other Customer. “Funder” means a third party expected to pay all or part of the course price.

1.3 If an employer, agency or other organisation books for a Learner, that organisation is the Customer unless ATG expressly agrees otherwise in writing. A Learner is not personally responsible for an employer’s debt merely because they attend training.

1.4 If a booking confirmation or signed service-level agreement expressly varies these terms, that document takes priority for the stated variation. No term excludes rights that cannot lawfully be excluded.

2. Contract formation and information

2.1 A contract is formed when ATG sends written acceptance of a booking, registers the Learner, or begins the service at the Customer’s request, whichever happens first. Payment alone does not remove any statutory cancellation right.

2.2 Before contract formation, ATG will provide the identity of the contracting company, contact details, the main characteristics of the service, the total price or calculation method, payment arrangements, course dates, cancellation information, funding conditions and, where applicable, the statutory cancellation form.

2.3 The Customer must check the booking confirmation promptly and notify ATG of any error. Website, proposal and sales information relied upon by a Consumer may become binding under the Consumer Rights Act 2015.

3. Fees, deposits and payment

3.1 The price, taxes, deposit, learner contribution, expected funding and due dates are those shown in the booking confirmation or invoice. Unless otherwise agreed, payment is due upon clearance.

3.2 A deposit reserves capacity and is part-payment of the price. It is not automatically non-refundable. On cancellation, ATG may retain or recover only the amount permitted by clauses 6 to 9, taking account of its genuine net loss and its duty to reduce that loss.

3.3 A payment plan changes when the price is paid; it does not reduce the total agreed price or make each instalment a separate course. ATG will provide the instalment amount and due date in writing. ATG will consider reasonable repayment proposals when a Customer experiences financial difficulty, without requiring a Customer to accept a proposal that is unaffordable, indefinite, or unsupported.

3.4 ATG may suspend access, assessment, certification processing or attendance for a material overdue payment after giving reasonable written notice, except where doing so would breach an awarding-body rule, funding condition or the Customer's statutory rights.

4. Consumer cancellation rights for distance and off-premises contracts

4.1 If a Consumer books online, by telephone, by email or away from ATG's business premises, they may normally cancel within 14 days after the day the contract is made, without giving a reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.2 A Consumer may cancel by a clear written statement sent to the contact details in clause 17. A model cancellation form may be used but is not compulsory. ATG will acknowledge cancellation and make any refund due within 14 days, using the original payment method unless agreed otherwise.

4.3 ATG will not begin a paid service during the 14 days unless the Consumer expressly requests an early start. If the Consumer then cancels, ATG may charge a proportionate amount for services properly supplied up to the date of cancellation. The right is lost only when the service has been fully performed following the Consumer's prior express request and acknowledgement.

4.4 Digital content not supplied on a tangible medium will not be made immediately available unless the Consumer gives prior express consent, acknowledges that this ends the cancellation right for that content, and receives confirmation. Merely logging into a platform does not replace the required consent process.

4.5 If ATG fails to provide legally required cancellation information, the statutory cancellation period may be extended. Nothing in the remaining cancellation clauses overrides this section.

5. Transfers and substitutions

5.1 A Customer may request a transfer to another available date or nominate a suitable substitute Learner. Requests should normally be received at least 10 working days before classroom training begins. ATG will not unreasonably refuse a request, subject to eligibility, security, awarding body, funding, and capacity requirements.

5.2 The Customer must pay only reasonable, evidenced additional costs caused by the transfer or substitution. Amounts already paid will be credited to the replacement booking. A transfer does not restart a statutory cancellation period unless a new contract is made.

6. Cancellation before the course starts

6.1 Outside any statutory cancellation period, a Customer may cancel by a clear written statement. Cancellation takes effect when ATG receives it.

6.2 For a Consumer, and unless a separately negotiated Business Customer agreement lawfully provides otherwise, ATG's cancellation charge will be the lower of:

- the unpaid balance of the agreed course price; and
- ATG's genuine net loss directly caused by the cancellation.

6.3 Genuine net loss may include reasonable administration already undertaken, services already supplied, non-refundable awarding-body or examination fees, committed tutor or venue costs that cannot reasonably be cancelled, and provable loss of net profit where the place cannot reasonably be resold. It will not include duplicated recovery, avoidable expenditure, saved costs, funding received, or sums recovered by reselling the place.

6.4 ATG will take reasonable steps to reduce its loss. Where requested, it will provide an itemised calculation and reasonable supporting information. Any amount paid above the lawful cancellation charge will be refunded within 14 days after the calculation is completed.

6.5 Notice periods such as 10 working days assist planning but do not create an automatic right to the full course price. The actual circumstances and net loss calculation govern the amount due.

7. Withdrawal, non-attendance and failure to complete

7.1 If a Learner fails to attend, withdraws after commencement or does not complete, the Customer remains liable for:

- the value of training, assessment and other services already supplied;
- reasonable non-refundable third-party and delivery commitments; and
- any net funding loss for which the Customer is responsible under clause 8,

less costs saved, payments received, recoverable funding, insurance proceeds and income obtained by filling the place. Total liability will not exceed the agreed course price plus any separately agreed and lawful additional service cost.

7.2 ATG will consider supporting evidence of serious illness, bereavement, mobilisation, redundancy or another substantial event outside the Customer's reasonable control. ATG may offer a deferral, a substitute Learner, a repayment plan, a reduction, or a waiver. This discretion does not remove statutory rights or make a charge lawful if it would otherwise be unfair.

7.3 Misconduct, intoxication, unsafe behaviour, abuse, cheating or a serious breach of course rules may result in removal after a proportionate investigation. The repayment calculation in this section will still apply; fees are not automatically forfeited.

8. Funded and partially funded courses

8.1 Funding is conditional on the eligibility, evidence, attendance, participation and completion requirements disclosed before booking. The booking confirmation must state the full course price, the expected funding, the personal contribution, and events that may lead to funding being refused or recovered.

8.2 The Customer warrants that information supplied for funding is accurate and complete to the best of their knowledge and must promptly report a relevant change. ATG remains responsible for making the checks and submissions that are reasonably required of a competent training provider.

8.3 If funding is refused, reduced or reclaimed because the Customer or Learner knowingly or negligently supplied materially inaccurate information, concealed a relevant change, failed without lawful excuse to meet a clearly disclosed condition, or voluntarily withdrew, ATG may recover its resulting net loss under clauses 7 and 9.

8.4 The full course price does not become automatically payable merely because funding is unavailable. ATG must show the causal link, the funding decision and the amount remaining after crediting all payments, funding retained or recoverable, services not delivered, costs saved and loss reasonably mitigated.

8.5 The Customer is not responsible for funding loss caused by ATG's error or delay, an undisclosed eligibility condition, a change made by ATG or the Funder after contract formation, or another matter outside the Customer's reasonable control, except to the extent the law and a fair, transparent term permit.

8.6 For the partially funded Level 3 Close Protection Operative Course, the current full price and contribution must be inserted in the booking confirmation. If the full price is £2,600, any liability is capped at £2,600 less all credits required by this section; £2,600 is not an automatic debt.

9. Repayment assessment and formal demand

9.1 Before seeking repayment, ATG will issue a written statement showing: the contractual basis; course price; services supplied; third-party charges; lost funding; payments and funding credited; savings and mitigation; refunds; and the net balance.

9.2 Unless urgent protective action is reasonably necessary, the Customer will have at least 14 calendar days to pay, propose an affordable repayment arrangement, or dispute the calculation in writing. ATG will pause escalation of a genuinely disputed amount while it reviews the evidence and gives a reasoned response.

9.3 Acceptance of instalments does not waive the balance. If an instalment is missed, ATG will give written notice and a reasonable opportunity to remedy before ending the arrangement. ATG will not accelerate future instalments against a Consumer unless doing so is fair, transparent and proportionate.

9.4 Payments will be allocated first to any court fee or lawful recovery cost, then interest, then principal, unless mandatory law or a written agreement requires another allocation. ATG will provide a receipt or updated balance on request.

9.5 ATG may set off a refund due under the same contract against a sum lawfully due, after explaining. It will not set off disputed or unrelated sums in a manner that would be unfair to a Consumer.

10. Late payment and recovery costs

10.1 Consumer debts: ATG will not impose the former automatic £35 administration charge. It may recover only reasonable and proportionate costs lawfully due under a fair and transparent term, or costs and interest awarded or permitted by a court. Reminder activity will be proportionate and will not amount to harassment.

10.2 Business-to-business debts: where applicable, ATG may claim statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, or a substantial contractual remedy expressly agreed in writing. ATG will not apply commercial late-payment remedies to a Consumer.

10.3 If payment remains due after the notice and dispute process, ATG may use a regulated or appropriately supervised debt-recovery provider or bring a civil claim. Court fees, interest and legal costs will be sought only where the contract, court rules or law allow them. A County Court Judgment arises only when a court gives judgment; it is not created by an invoice or a demand letter.

10.4 Debt information will be processed and disclosed only where there is a lawful basis, it is necessary and proportionate, and the Customer has been given the information required by data protection law.

11. ATG cancellation, changes and refunds

11.1 ATG may make reasonable changes to dates, tutors, venues or delivery methods where necessary, provided the essential service is not materially reduced. It will give as much notice as reasonably possible.

11.2 If ATG cancels and cannot offer a reasonable alternative accepted by the Customer, ATG will refund payments for services not supplied. ATG will not require a Consumer to accept credit or a replacement date instead of a refund where the law gives a refund right.

11.3 ATG is not responsible for losses it could not reasonably foresee when the contract was made. This does not exclude liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, breach of statutory consumer rights, or any liability that cannot lawfully be limited.

12. Course requirements, assessment and certification

12.1 The Learner must supply accurate identification and meet disclosed entry, attendance, assessment and conduct requirements. ATG may use proportionate identity-verification technology and will process personal data in accordance with its privacy notice.

12.2 Examination, resit and certification arrangements remain subject to awarding-body rules. Any resit price will be disclosed before the resit is booked. ATG does not guarantee a pass, licence, employment, funding approval or awarding-body decision, but will perform its services with reasonable care and skill.

12.3 ATG is responsible for submitting Customer information with reasonable care. The Customer is responsible for checking details they provide. Neither provision removes any statutory remedy for breach.

13. Intellectual property and materials

13.1 Unless stated otherwise, course materials remain owned by ATG or its licensors. The Customer receives a personal, non-transferable licence to use them for learning and internal reference. Materials may not be copied, shared, sold, recorded or published except as permitted by law or written consent.

14. Complaints and disputes

14.1 Complaints may be sent by email or post; recorded delivery is not required. ATG will handle them under its current Complaints Policy and will explain any relevant awarding-body escalation route.

14.2 A complaint or appeal does not automatically suspend an undisputed payment. ATG will not pursue the genuinely disputed portion until it has considered the complaint and issued its outcome. The parties should consider negotiation or mediation before proceedings where proportionate.

15. Events outside reasonable control

15.1 Neither party is liable for delay or failure caused by an event outside its reasonable control, provided it informs the other party promptly. It takes reasonable steps to reduce the effect. This clause does not remove a Consumer's right to a refund for services not supplied or make an unfair cancellation charge enforceable.

16. Governing law and enforceability

16.1 The law of England and Wales governs these terms. The courts of England and Wales have jurisdiction. However, a Consumer resident elsewhere in the United Kingdom retains any mandatory right to bring proceedings in their home jurisdiction and the protection of mandatory local consumer law.

16.2 If a term is held invalid or unenforceable, it will be removed or reduced only to the minimum extent necessary. The remainder continues in effect. A delay in enforcing a right is not a waiver.

17. Contact details

Aartic Training Services Limited
Unit F5, Rainbow Business Centre
Swansea Enterprise Park
Swansea, Wales, SA7 9FP
Website: <https://www.anytraining.co.uk/>
Telephone: 01792 928232

The booking confirmation must also state the operational email address to be used for cancellations, complaints and repayment disputes. An email sent to that address is treated as written notice.

18. Legislative and regulatory basis (non-exhaustive)

These terms were reviewed with particular reference to the Consumer Rights Act 2015; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Late Payment of Commercial Debts (Interest) Act 1998; Limitation Act 1980; Data Protection Act 2018 and UK GDPR; and Competition and Markets Authority guidance on unfair terms, deposits, advance payments and cancellation charges. Legislation prevails if these terms conflict with a mandatory legal requirement.

19. Approval and review record

Action	Date	Authorised by
Original issue	8 April 2014	Company Director
Previous review	July 2026	Adrian Rabey
Repayment and consumer-law revision	6 August 2026	Adrian Rabey
Next scheduled review	March 2029	Company Director

ATG