Tempdent Terms and Conditions

These Terms and Conditions sets out the rights and responsibilities of the Learner and Tempdent Recruitment and Training.

Agreement from all parties is required to effect changes in the details of this Agreement.

Please read this document very carefully.

Please be aware that practice support is required as practical competency is signed off in practice.

Payment Agreement

Payment must be made in full at enrolment or a deposit paid and payment plan agreed.

This course is nonrefundable

Any queries regarding payment; please contact our accounts team - **Telephone:** 0208 371 7255 or **Email**: Accounts@tempdent.co.uk

- The Learner agrees to be bound by the terms of this Contract, and all terms are deemed to have been accepted by the Learner on their request to receive the Training Services.

In supplying the Training Services, the Training Provider shall:
- perform the Services with reasonable care and skill.

Learner's obligations
The Learner shall:
- co-operate with the Training Provider in all matters relating to the Training Services.
- provide, in a timely manner, such information as the Training Provider may require, and ensure that it is accurate and complete in all material respects.
- ensure that they meet the required educational standards for all requested Training Services. The Training Provider shall not be responsible where the Learner is unable to complete any courses due to having provided false or misleading information; and
- Complete the course specified so far as they are able to. Where the Learner fails to complete the course due to their own acts or omissions then they shall not be eligible for a refund of any of the charges paid.
- follow timelines advised. Timekeeping and attendance are vital for the learner to pass the course. Therefore, the learner must attend all course lessons on time as indicated in your Scheme of Work.
- ensure cameras must always be on during all live sessions unless otherwise agreed with your Tutor/Assessor.
- attend all sessions. Failure to attend regularly and on time will result in disciplinary action being taken, which may result in the learner being removed from the course. This will affect the learner's registration and ability to work.

General Obligations
- It is normal that the learner is sometimes late, sick, or unable to attend. Absences must be notified in advance, and sickness must be reported to commercialcourses@tempdent.co.uk that day.

- Tempdent reserves the right to withdraw the learner from the Exam if the learner:
  b) not paid outstanding course fees or the exam fee
  c) has consistently failed to submit coursework by the final deadline date
  d) has not completed the Portfolio if applicable

Data protection
The parties shall comply with their data protection obligations under the UK General Data Protection Regulations.

Charges and payment
- In consideration for the provision of the Training Services, the Learner shall pay the Training Provider the full course cost.
- Unless agreed otherwise by the parties, the Learner shall pay the Charges in full before the commencement of the Training Services. Failure to pay the Charges will result in the offer to provide the Training Services being withdrawn.
- the Training Provider may suspend all Services until payment has been made in full.
- All amounts due under the Contract from the Learner to the Training Provider shall be paid in full without any set-off, counterclaim, deduction or withholding.
- Where Tempdent is required to incur additional costs needed to supply the Training Services, the Learner shall ensure that all relevant charges are paid before the course commences.
- Where the Training Provider incurs any additional charges caused by any acts or omissions of the Learner, the Learner shall reimburse the Training Provider in full.
- If the Training Provider's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Learner, the Training Provider shall:
  - not be liable for any costs, charges or losses sustained or incurred by the Learner that arise directly or indirectly from such prevention or delay; and
  - be entitled to payment of the Charges despite any such prevention or delay.

Limitation of liability
- The Training Provider shall reimburse the Learner in full where they are unable to provide the Training Services.
- Where the Training Services or any portion of them are to be provided by a third party, the Training Provider shall not be liable where the third party fails to deliver those services. In this instance, the Training Provider shall use all reasonable endeavours to recover the Charges already paid or source an alternative provider.
- Where the Learner is unable to complete the course due to their own acts, omissions or negligence they shall be removed from the course and shall not be entitled to any refund of the Charges.

General

Entire agreement

- The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

Variation
No variation of the Contract shall be effective unless it is in writing and signed by the parties.

Governing law
The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

GENERAL CONDITIONS

Complaints: Tempdent Recruitment & Training agrees to carry out its obligations contained within this document and complaints should be reported.

Equal Opportunities: Employers will meet all statutory requirements and all parties will uphold the policy of Tempdent Recruitment & Training to treat everyone regardless of race, gender, academic ability, or disability. If the learner is aware of any breaches of this policy, the learner is obliged to inform Tempdent Recruitment & Training.

Safeguarding_Children_and_Vulnerable_Adults: It is important that children, young people and vulnerable adults are protected from abuse, neglect, or significant harm. It is the responsibility of Tempdent Recruitment & Training and employers to safeguard and promote the welfare of children, young people and vulnerable adults participating on training programmes and activities. Employees should report any allegations or concerns regarding the welfare of these groups to the Designated Safeguarding Lead at Tempdent.

Prevent: The Prevent duty is part of the Safeguarding duty and employers have a responsibility to report concerns regarding extremism or radicalisation to the designated Safeguarding Officer at Tempdent.

Having read the above document including the general conditions, we the undersigned agree to the terms contained within it and believe the information is true, accurate and correct.