

# Terms and Conditions: Apprentice Booking Service

These terms and conditions apply to payment process offered to you as part of the operation and the management of the Apprentice and Training Booking Service operated by ServAce Solutions Limited.

For the purposes of these terms and conditions we will call and refer to our company as ServAce or the Company.

ServAce is a company incorporated under the Companies Act (Registered Number 5839034) whose registered office at: Unit 10 Chapell Lane South, Wynyard Business Village, Wynyard, TS22 5FG

## Definitions:

Apprentice Service means the scheduling and booking service and online platform provided by ServAce.

Accommodation Service means the hotel accommodation services provided by the Third Party Suppliers Hotels and other accommodation providers and arranged by us as part of the Services.

“Booking” means the accommodation bookings made by the customer on behalf of the end client for it’s Learner’s.

“Booking Confirmation” means the confirmation of a booking made by ServAce on behalf of the Client.

“Contract” means these terms and conditions, Framework Agreement or other document(s) from ServAce to the Client containing details of the Booking contractual obligations for any services we have provided.

“Customer” means any person, firm or company who contracts for the provision of the Services.

**End** Client means you, the customers end client, connected parties or dealership network.

References to “you”, “your” etc., are references to the Customer, authorised representatives of the Customer or those for whom bookings are made by the Customer or the Services are requested by the Customer.

“Learner” means any Learner in respect of whose Accommodation Service we provide the Services for on the instructions of the customer.

“Services” means the services including the scheduling, booking and payment of accommodation and subsistence only bookings, related to the Customer’s apprentice training programmes.

“Third Party Suppliers” means any third parties who supply any accommodation or other related services to the Customer.

“Materials” means all or any expertise, business systems, documentation, programs, and all other Materials owned by ServAce.

“Payment Method” means the method that the Customer uses to pay ServAce including Stripe, Direct Debit, Credit Card, Charge Card, Credit Account, etc.).

System means the ServAce booking system which the customer has access to and uses to upload, amend and cancel all bookings

## **General Terms and Conditions**

### **1. General**

- a) The conditions shall be deemed to be incorporated into all payments taken by ServAce, , and all work undertaken by ServAce shall be deemed to be carried out on the terms of these conditions unless otherwise expressly agreed in writing by ServAce.
- b) By paying for a booking, via our System, you are entering into a legally binding contract [with the relevant Third-Party Supplier] in respect of the Accommodation Services to be provided by such Third-Party Supplier].
- c) For the avoidance of doubt, ServAce shall not be responsible for any default or failure in any supply by any Third-Party Supplier or for any loss, claim, cost, damage, or injury incurred by the customer or any Learner (directly or indirectly) as a result of the supply by the Tird Party.
- d) No Learner or End Client or any other third party will have any rights against ServAce, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

### **2. Payment**

- a) The Customer shall contract with the Third-Party Suppliers, and ServAce shall make payments due underneath that contract and you shall pay to ServAce on demand all costs, fees, taxes etc. related to the booking made by the Customer via the System on your behalf.
- b) A payment link will be sent to you as part of the booking confirmation which will allow payment to be made by Automatic bank transfer or credit card.
- c) Payment must be made in a timely manner and at least 5 working days prior to the date of check in.
- d) Where payment is not made in line with clause 2(c ) the booking will be cancelled and notice of non-payment will be sent to the customer.

e) Payments will be subject to a booking fee levied by a third-party payment processing platform. This is currently set at 1.9% plus 20p of the booking total (the Booking Fee) . [This will be shown in the booking breakdown available on the System.]

f) You are responsible for the accuracy of all data supplied to ServAce in making the payment. [If such information is found to be incorrect additional costs may apply to correct such data.]

g) Once payment has been taken, any amendments to the bookings must be made via the System. Where the amendment results in a change to the booking total, any additional amount will [automatically be taken from the payment method used for the original booking].

h) Once payment has been taken, where a booking is cancelled prior to the start date of the booking you will receive a refund for the amount of the booking minus the Booking Fee. Refunds may take up to 5 working days to process.

i) Once a Learner has checked into the Hotel, the full charge of the stay will be payable, and no refunds will be given.

j) A booking receipt shall be sent to you at the time the payment is made. This is not a VAT invoice and merely confirmation that a payment is being processed for the booking.

l) Each month we will provide you with a summary of all bookings made, the costs incurred [and the total amount chargeable to VAT.]

### **3. Application of conditions**

a) By agreeing to make payment through the payment link, you shall be deemed to have accepted these terms and conditions.

b) In making the bookings ServAce acts as an intermediary on behalf of the customer and for the avoidance of doubt, ServAce shall not be responsible for any default or failure in any supply by any third party or for any loss, claim, cost, damage, or injury incurred by the customer or any Learner (directly or indirectly) as a result thereof.

### **4. ServAce acting as Agent**

ServAce acts purely as an agent with regards to the booking and is only responsible for the use of the System by the customer and the processing of the payment. All other financial liability rests with the customer.

## **5. Withdrawal of Payment Solution**

5.1 Without prejudice to any other rights or remedies which the ServAce may have, ServAce reserves the rights at anytime to withdraw the payment facility upon giving notice to you if:-

(a) the Customer terminates the Contract [or requests that the payment facility is removed.]

(b) the Customer commits a material breach of the Contract; or

(c) an order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Client.

## **6. Force Majeure**

ServAce shall have no liability to the Client under this Contract if it is prevented from or delayed in providing the Payment Services by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **7. System Issues**

7.1 ServAce shall have no liability to the Client under this Contract if it is prevented from or delayed in providing the Payment Services by issues experienced with System or by the Third-Party Payment solution.

7.2 Whilst we aim to provide continuous access to the Services unfortunately, given the nature of the Services, we cannot guarantee that they will be uninterrupted or error free.

7.3. Wherever possible, we will provide advance warning (for example, on our website) of any known or planned interruptions and we will try to ensure any interruption is kept as brief as possible.

7.4 If circumstances happen beyond our reasonable control, we will not be liable for any failure to perform our obligations under this Agreement because of those circumstances, and we will be excused from that failure for so long as those circumstances continue. Interruptions caused by factors outside our control may include: failure of our or your internet service provider, a distributed denial of service attack (where hackers overload networks with data in an effort to disable them).

## **8. PCI DSS & Data Protection**

8.1 The Payment Solution is Level 1 PCI DSS compliant, which sets out the industry standards for maintaining a secure environment.

## **9. Severance**

9.1 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions will remain in force.

9.2 If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable, and legal.

## **10. Governing law and jurisdiction**

10.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

10.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of it or in connection with the Contract or its subject matter.

## **11. VAT**

VAT will be charged where applicable at the rate in force on the date of supply.

## **12. Data Protection and Confidentiality**

Please see our separate documented Privacy Policy.