



# Terms and Conditions for training/assessment programmes

**Rigmaden**  
Energy Training

## Terms and Conditions for training/assessment programmes

Together with the relevant booking/registration form this document comprises the terms and conditions in relation to the training and assessment programme you are receiving from Rigmaden Ltd. Rigmaden Ltd also offers training under the trading names of Hipcert and Rigmaden Energy Training.

These terms constitute the whole agreement between you and Rigmaden Ltd in relation to the Programme that you register for, except where you and Rigmaden Ltd have otherwise specifically agreed in writing. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law and supersede all prior agreements and understandings.

### 1. Application and fees

To reserve a place on a training programme, you must pay a non-refundable deposit. The deposit amount is £350 at the time of going to print but is subject to change without notice.

Full fees are payable prior to, or on the first day of attendance at the relevant training course. All fees are subject to VAT. You must complete and submit a registration form relevant to your chosen training course on attendance. Your attendance on the training course along with your completed registration form signifies your acceptance of these terms.

Fees include the supply of the training and assessment for the relevant training programme, registration with the awarding body and examination fees unless otherwise agreed previously. Candidates are entitled to two attempts at the relevant examination before incurring any further costs. Any further attempts will incur a charge set at the price dictated by the Awarding Body.

Fees do not include the costs of travel or accommodation incurred by you in attending training courses. These costs are your responsibility alone.

All fees paid by you to Rigmaden Ltd are non-refundable, unless otherwise expressly stated in these Terms.

### 3. Award of qualifications

The qualification for the relevant programme will only be awarded when

- You have taken and passed any External Examination that has been set, moderated and marked by the awarding body;
- You have completed any portfolio of work for assessment that may be required and have demonstrated competence in all areas as required by the

- awarding body and determined by the appointed assessors;
- The assessment has been internally verified and confirmed via the external verification process administered by the awarding body;
- Completed any additional action that might be stipulated by the awarding body.

You will not be able to state or imply that you are a qualified Energy Assessor until all of these requirements have been satisfied, and you must not assume that they have been satisfied until the awarding body issues written confirmation that all areas of competence have been demonstrated

#### 4. Appeals to an Awarding Body

If you wish to appeal against any decisions made regarding the external examination or the external verification of your portfolio, these should be made directly to the awarding body. Such appeals are outside the scope of these Terms. You may become liable for fees and other costs as a result of making any such appeals.

#### 5. Appeals regarding Assessment

For any appeal regarding the outcome of an assessment of your coursework you must use the prescribed appeals process. You must not enter into debate with your allocated assessor.

#### 6. Complaints procedure

Whilst every effort is made to ensure your progression through the programme runs smoothly, if you feel the need to register a complaint at any stage you must follow the company complaints procedure which is available on request.

#### 7. Withdrawal and termination from the training/assessment programme

If you wish to withdraw from the programme, please give written notice to this effect within 14 days of your face-to-face training. In these circumstances, we will refund 50% of your course costs. No refunds will be given after this period.

#### 8. Timespan of qualification – additional charges

The assessment cost included in your initial training fees, is valid for up to 12 months from the date of your face-to-face training. Should you fail to complete your qualification within 12 months, any further assessment after this date will

incur additional charges. At the time of going to print, this fee is £100 per assessment but is subject to change without notice.

Should you request a break in the assessment process, the onus will be on you to inform Rigmaden Ltd of your wish to resume. It is your responsibility to ensure you are up to date in any changes to the syllabus/assessment requirements which may have taken place during this break. If it becomes necessary for you to attend further training with us to update your knowledge due to a delay in qualification of more than 12 months from the date of training, this will incur additional charges of a minimum of £100 per training day. You have up to 3 years to complete the programme. If the 3 year time period elapses, you will be deemed to have permanently withdrawn from the programme. No fees

#### 9. Authenticity of evidence submitted for assessment

All evidence submitted for assessment must be entirely your own work. If there is any suggestion that the evidence provided is not authentic, Rigmaden Ltd will undertake an investigation. If it is found that the evidence submitted by you is not your personal and original work, then your participation in the programme will be terminated. In such circumstances there will be no refund of any fees.

#### 10. Training Dates

There may be occasions when it becomes necessary for Rigmaden Ltd to relocate or delay the start date of an advertised training course. In these circumstances candidates will be offered an alternative training location or alternative dates. If you are unable to attend any of the alternatives offered, we will refund your deposit. Deposits will not be refunded if your circumstances change and you are unable to attend your original selected training date, however, deposits can be reassigned to a later training date if a minimum of 48 hours notice is given prior to the start of the training course.

#### 11. Access to software and the internet

To enable you to complete the training programme, it is essential that you have access to an email account and the internet. It is your responsibility to ensure you have compatible equipment, Rigmaden Ltd are not liable for any expenses incurred in the acquiring of this equipment.

#### 12. Admission to a membership scheme, accreditation scheme or similar

Undertaking a Programme does not in itself guarantee admission to any membership scheme such as an accreditation scheme for energy assessors or home inspectors or similar. No refund of any fees paid by you for training and

assessment will be available should you be refused membership of any such scheme for any reason. Candidates are recommended to investigate the entry requirements for membership of any scheme that they wish to join and establish their suitability for membership. In particular candidates should investigate the costs of joining such a scheme and any requirements that a scheme may have for establishing that members are deemed “fit and proper” persons.

### 13. Disclaimers

The full extent of Rigmaden Ltd arising from any breach of its obligations to you under these Terms or otherwise in connection with any Programme shall be limited to the amount of any fee paid by you to Rigmaden Ltd for the Programme. Rigmaden Ltd shall not be held liable for any loss of profits, indirect, special or other consequential or incidental damage, whether foreseeable or not, arising out of any breach of its obligations to you under these Terms or otherwise in connection with the Programme.

### 14. Copyright and intellectual property

Copyright on all training material and training methodology remains with Rigmaden, except where copyright exists with a third party supplier to Rigmaden Ltd. You agree that you will not copy or resell any training material or training methodology that you may be given by Rigmaden during your Programme.

### 15. General

13.1 Any notice under these Terms may be given by either party by letter addressed to the other party and sent by registered post to (in the case of Rigmaden Ltd) its head office for the time being and in your case, your last known address. Any notice left at the head office of Rigmaden or at your last known address will be deemed to have been given at the time of delivery and, if sent by registered post, will be deemed to have been given seven days after the time of posting.

13.2 The waiver, express or implied, by one party of any right under these Terms or any failure to perform or breach by the other party shall not constitute or be deemed a waiver of any other right under these Terms or of the same right on another occasion.

13.3 All disclaimers, indemnities, exclusions and confidentiality obligations in these Terms shall survive termination or expiry of the Programme for any reason.

13.4 You shall not assign or transfer any or all of your rights or obligations hereunder without the prior consent of Rigmaden Ltd. None of these Terms is intended to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.



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