

Terms and Conditions

Please read these Terms and Conditions carefully before using www.lantracoursefinder.co.uk ('the Website')

Part A: Terms applying to all users of Lantra CourseFinder.

1. Definitions

1.1. In these Terms, 'we', 'us' and 'Lantra' means:

Lantra
Lantra House
Stoneleigh Park
Coventry
CV8 2LG

1.2. In these terms 'Lantra CourseFinder' refers to the training and skills search service which is owned by Lantra and in this sense is defined as the broker.

1.3. In Part A terms 'you' refers to the user of the Lantra CourseFinder website.

1.4. Lantra is the owner of this Website and Lantra CourseFinder.

2. General

2.1. We reserve the right to withdraw all or part of the Website at any time.

2.2. By using this Website you agree to be bound by these Terms, the Privacy Statement and the Copyright Statement.

2.3. You acknowledge that you are responsible for taking appropriate precautions against viruses, hacking and other types of computer misuse. Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

2.4. We cannot promise that access to the Website will be uninterrupted or error free. We reserve the right to suspend access to the Website and where possible will display prior notification to any planned maintenance. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of Lantra.

2.5. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

3. Liability

3.1. We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website:

- a. any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- b. any loss or corruption of data; or
- c. any indirect or consequential loss.

3.2. The exclusions and limitations of liability contained in this section do not apply to:

- d. · any loss or damage resulting from death or personal injury caused by our negligence;
 - e. · loss or damages arising from our fraudulent misrepresentation; or
 - f. · any other losses which may not be excluded or limited by law.
- 3.3. Lantra cannot be held liable for the actions of those introduced through Lantra as Lantra relies on third-party information and information supplied from an individual or business.
- 3.4. No amendment or variation to these Terms shall be effective unless notified to all parties.
- 3.5. If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.
- 3.6. If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.
- 3.7. These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

4. Purpose of the Website

- 4.1. The purpose of the Website is to facilitate Lantra CourseFinder, which is a training and skills search service providing individuals and businesses with third-party information on the range of training services available in the environmental and land-based sector across the UK and providing individuals or businesses with the facility to contact training providers
- 4.2. Training Services and/or the providers of the training services disclosed through Lantra CourseFinder may or may not be a member of an approved Quality Assurance scheme; but if a training service and/or provider of such a service is a member of such a scheme this information will be publicised alongside the training service information. Hence, if there is no mention of Quality Assurance, you shall assume that Lantra has not acknowledged any existence of Quality Assurance being in place.

5. Copyright

The materials on this Website are protected by our copyright and other intellectual property rights as described in the **Lantra Copyright Statement**, a copy of which can be provided on request.

6. Third Party Information

- 6.1. **Lantra CourseFinder** relies on information gathered from and supplied by third parties and responsibility cannot be accepted on their behalf.
- 6.2. By “third parties” we refer to the providers of the training services.
- 6.3. If you have a complaint against one of the third-party members you have identified through Lantra CourseFinder, please write to: Lantra CourseFinder Administrator, Lantra, Lantra House, Stoneleigh Park, Coventry, CV8 2LG. Although Lantra cannot be held responsible for third parties, Lantra takes very seriously any complaint made against a provider of training services.

7. Amendments to the Terms

- 7.1. We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website.
- 7.2. The date of the last revision to these Terms is provided at the end of this page.
- 7.3. We recommend that you revisit this page from time to time to ensure that you are aware of any changes that we have made to these Terms.

Part B: Terms applying to individuals and businesses using Lantra CourseFinder to identify training and skills services

Please read Part B carefully before using Lantra CourseFinder.

8. Data Protection Act 1998

Lantra will process your details for any/all of the following purposes – accounts and records; realising the objectives of a charitable organisation; advertising, marketing and public relations; consultancy and advisory services; education; research, and may be passed onto Lantra group companies, government agencies and bodies. You hereby give your consent for your details to be used in this way.

9. Provision of the service

- 9.1. On identifying a training and skills course through Lantra CourseFinder, you will be able to contact the Training Provider directly.

10. Third party responsibility

- 10.1 We act as an information source for training services. The contract for provision of any training service will be between you and the provider of that training service, not us.
- 10.2. Therefore we will not accept responsibility for the provision of the training service to you, as all information pertaining to this service and provider has been gathered from third parties.
- 10.2 Although we will not be held liable for the actual provision of training, we will acknowledge and adhere to our Complaints Policy on receipt of any complaints made against one of the providers of the training service and in this regard you should write to Lantra CourseFinder Administrator, Lantra, Lantra House, Stoneleigh Park, Coventry CV8 2LG.

11. Quality of the service

- 10.1 Lantra CourseFinder relies on the information provided by third parties.
- 10.2 At present, some providers of training services listed on Lantra CourseFinder are members of a Quality Assurance Scheme. We envisage that in the long term we will develop a comprehensive Quality Assurance policy to be adhered to by all providers of training service(s) belonging to Lantra CourseFinder and upon the introduction of such a scheme we will notify you.
- 10.3 Unless you are notified otherwise, we do not represent or warrant that any training service identified through Lantra CourseFinder will meet any specific requirements, as the information held on Lantra CourseFinder is collated from third parties and responsibility is not accepted on their behalf.
- 10.4 We take any complaint made against a third party seriously even though we are not responsible.

- 10.5 Any complaint in respect of a third party introduced to you through Lantra CourseFinder should be made in writing to Lantra CourseFinder Administrator, Lantra, Lantra House, Stoneleigh Park, Coventry, CV8 2LG.

12. Complaints Procedure

- 12.1 In the event that you are not satisfied with any aspect of the service, please contact us in the first instance at Lantra CourseFinder Administrator, Lantra, Lantra House, Stoneleigh Park, Coventry CV8 2LG.
- 12.2 If you are not satisfied with the way your complaint was handled, please write to: Lantra, Lantra House, Stoneleigh Park, Coventry, CV8 2LG.

Part C: Terms applying to third parties

13. Data Protection Act 1998

We will process your for any/all of the following purposes – accounts and records; realising the objectives of a charitable organisation; advertising, marketing and public relations; consultancy and advisory services; education; research, and may be passed onto Lantra group companies, government agencies and bodies. You hereby give your consent for your details to be used in this way.

14. Definition

By 'you' in Part C, we refer to the providers of training services previously referred to as third parties.

15. Supply of information

- 15.1 You warrant that the information you provide to us at registration and at all other times is true, accurate, current and complete and that it will be kept accurate and up to date at all times. You agree to take full responsibility for its accuracy and relevance.
- 15.2 You will not provide inaccurate or misleading information. You warrant that the provision of the training services will conform to the description of the training services you supply to Lantra CourseFinder.
- 15.3 We reserve the right to change or delete without warning any information which in our opinion is inappropriate or incorrectly presented.
- 15.4 We may in our absolute discretion refuse to accept your registration for any reason.

16. Provision of service

- 15.1 For an annual fee we shall promote a description of your training services and company contact details through Lantra CourseFinder

17. Payment

- 15.1 Payment for the training service will be made by the individual or business to you directly.

18. Quality Assurance

- 18.1 Unless you are notified otherwise, we shall not discriminate against providers of training services who do not belong to a Quality Assurance scheme.

- 18.2 If you do belong to a Quality Assurance scheme you must notify us at registration, otherwise we will assume that you have no affiliation to such a scheme.
- 18.3 We reserve the right to introduce a Quality Assurance scheme at any time although we will notify you prior to such an introduction.