



TERMS OF BUSINESS

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CONTROL	VALUE
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Status	APPROVED FOR OPERATIONAL IMPLEMENTATION

IMPORTANT: These terms separate consumer statutory rights from business-to-business commercial terms. Nothing in them limits rights that cannot lawfully be excluded.

1. Parties, scope and priority

These Terms govern training, assessment, examination administration, consultancy, instructor hire, venue or equipment use, digital learning, uploads, certification and related services supplied by Training Advantage Group Ltd (TAG), registered in Scotland SC765674, VAT registration 446609573, with its principal business address at 1st Floor Training Suite, APC Depot, Coalburn Road, Bothwell, G71 8DA.

The contract comprises, in descending order of priority: any signed framework or expressly approved written variation; the accepted quotation or booking confirmation; these Terms; the applicable course specification and joining instructions. Awarding-body, DVSA, Driver CPC, examination-centre and regulator rules apply to the relevant element of the service.

2. Definitions

TERM	MEANING
Consumer	An individual acting wholly or mainly outside their trade, business, craft or profession.
Business Customer	A company, partnership, public body, charity, sole trader or individual buying wholly or mainly for business purposes.
External Fee	Any examination, test, registration, upload, card, certificate, licence, venue, equipment, accommodation, travel or other third-party charge incurred or committed by TAG.
Working Day	Monday to Friday excluding Scottish bank/public holidays.
Course Start	The advertised or confirmed start time of the first training, induction, assessment or supplied digital-access activity, whichever occurs first.
Written Notice	Notice received through an approved TAG email address, portal or signed document; telephone or social-media contact alone is insufficient.

3. Quotations and contract formation

- Quotations are valid for the stated period, normally 30 days, and remain subject to availability.
- A provisional date is not reserved and may be released until TAG receives written acceptance, required candidate/booking information, the deposit or prepayment due, and any required purchase order.
- A binding booking arises when TAG issues written booking confirmation, or when TAG begins work at the customer's express request.
- The customer must check course suitability, prerequisites, dates, delivery mode, location, candidate numbers, included items, exclusions, VAT and payment terms before acceptance.

4. Prices, VAT and inclusions

Prices include only the services expressly stated. VAT is applied by line at the legally applicable rate and treatment. Travel, accommodation, venue, hired equipment, external fees, additional staffing, urgent or out-of-hours work, remedial training and resits are excluded unless expressly included.

TAG may correct an obvious pricing, VAT or clerical error before delivery. Confirmed prices will not otherwise change unless the customer changes scope, candidate numbers, dates, venue, equipment, delivery conditions or required third-party services.

5. Deposits, prepayment and payment terms

CUSTOMER / BOOKING	STANDARD PAYMENT REQUIREMENT
Consumer or non-account customer - total below £250	Minimum £50 reservation payment, capped or adjusted where necessary to remain fair and proportionate; balance seven calendar days before Course Start.
Consumer or non-account customer - £250 or more	20% reservation payment; balance seven calendar days before Course Start.
Booking made inside seven days	Full payment immediately, including all External Fees.
Approved Business Customer	Training charges on the written approved term, normally 30 calendar days from invoice; credit limit and PO conditions apply.
Public-sector/funded booking	Payment under the valid PO, contract, portal or funding milestone; no delivery without sufficient written authority.

CUSTOMER / BOOKING	STANDARD PAYMENT REQUIREMENT
Exam/registration/upload/ card only	Full payment before TAG commits the External Fee unless an External Fee Credit Facility is expressly approved.
Prepaid credits/subscription	Payment before credits or access are activated unless the signed agreement states otherwise.

Cleared funds must be received by the due date. A payment plan does not alter the total price or cancellation liability. TAG may suspend access, remove an unconfirmed reservation, decline registration or pause delivery where payment or required information is missing.

6. External Fees and approved credit accounts

Approved account credit applies to TAG's own training or service charges only unless the credit approval expressly states that it includes an External Fee Credit Facility. This protects TAG from financing non-refundable costs charged by third parties.

- Default: External Fees are invoiced and paid in cleared funds before TAG submits or confirms the booking, registration, upload or purchase.
- Exception: TAG may approve a separate External Fee Credit Limit after credit assessment, satisfactory history, a valid PO and director approval. TAG invoices the fee when committed, not after training.
- External Fees become non-refundable when TAG submits the instruction, incurs the charge or becomes liable for it. Any transfer/refund is limited to the amount actually recovered from the third party, less reasonable administration permitted by law.
- Approved credit may be suspended or withdrawn where an invoice is overdue, the credit limit is exceeded, ownership/credit risk changes, or required purchase-order controls are not followed.

7. Invoices, tax points and records

TAG may issue a quotation, estimate or pro-forma request before a VAT invoice. Where a payment or deposit relates to an identified taxable supply, receipt of payment or issue of a VAT invoice may create a VAT tax point. TAG will issue VAT invoices and credit notes in accordance with applicable law and maintain QuickBooks as the financial source of truth.

The customer must notify invoice disputes promptly and in any event within seven days, identifying the disputed line and reason. Undisputed sums remain payable. A missing PO supplied late does not invalidate an otherwise authorised booking unless the contract expressly makes the PO a condition of liability.

8. Consumer distance and off-premises cancellation rights

A qualifying Consumer who books online, by telephone, by email or away from TAG's premises normally has 14 days from the day after the contract is made to cancel without giving a reason. TAG will provide the required cancellation information and model cancellation route on a durable medium.

TAG will not start the service during that period unless the Consumer expressly requests early performance. If properly requested services start and the Consumer then cancels, TAG may charge a proportionate amount for what was supplied. The right to cancel may be lost after full performance where the Consumer gave the required express request and acknowledgement. Statutory rights prevail over the contractual scale below.

9. Contractual cancellation - Consumers

After any applicable statutory cancellation period, the following scale represents TAG's reasonable advance estimate of reserved capacity, preparation and likely loss. TAG will not retain or recover more than its reasonable net loss, will take reasonable steps to mitigate loss, and will credit savings or successful resale where legally required.

WRITTEN NOTICE BEFORE COURSE START	MAXIMUM STANDARD CHARGE
More than 28 calendar days	Reservation payment and irrecoverable External Fees, limited to reasonable net loss.
15-28 calendar days	25% of affected TAG charge plus irrecoverable External Fees.
8-14 calendar days	50% plus irrecoverable External Fees.
3-7 calendar days	75% plus irrecoverable External Fees.
Fewer than 72 hours / no-show	Up to 100%, subject to reasonable net loss and consumer law.

10. Contractual cancellation - Business Customers

BOOKING TYPE / NOTICE	CHARGE
Open course place - more than 28 calendar days	No training charge; committed External Fees remain payable.
Open course place - 15-28 days	25% plus committed External Fees.
Open course place - 8-14 days	50% plus committed External Fees.
Open course place - 3-7 days	75% plus committed External Fees.
Open course place - under 72 hours / no-show	100%.
Private, bespoke, instructor-hire or off-site - more than 14 working days	Deposit/committed preparation and External Fees.
Private/bespoke/off-site - 9-14 working days	50% plus committed External Fees.
Private/bespoke/off-site - 6-8 working days	75% plus committed External Fees.
Private/bespoke/off-site - five working days or fewer	100% plus evidenced non-cancellable travel, accommodation, venue or equipment cost.
TAG attends but customer site/equipment/candidates are unavailable or unsafe	100% plus incurred expenses.

11. Transfers, substitutions and illness

- One date transfer may be considered if written notice is received before the applicable 100% cancellation window; price differences, External Fees and a reasonable administration charge may apply.
- A substitute candidate may be accepted without a training transfer charge if complete details are received before registration, the substitute meets all prerequisites and the third party permits substitution.
- Illness does not automatically create a refund. TAG may, at its discretion, offer one evidenced transfer. External Fees and committed costs remain payable. Further changes are treated as cancellation.
- A transfer must normally be used within six months and remains subject to availability, current pricing, eligibility and regulatory rules.

12. Attendance, identity, fitness and conduct

- Candidates must arrive by the stated time with accepted original ID, licences, prerequisites, PPE and other required evidence.
- Late arrival, insufficient learning time, missing documentation, unfitness, intoxication, unsafe conduct, abuse or serious disruption may result in refusal/removal without refund where TAG has reasonably reserved and supplied the service.
- Completion, attendance or payment does not guarantee a pass, licence, card, qualification or employment outcome.

13. Customer sites, vehicles and equipment

The customer must provide safe, suitable, insured and legally compliant premises, welfare, segregation, equipment, vehicles, loads, documentation, operators and access. Required statutory inspections and certificates must be current. If delivery cannot safely proceed because these requirements are unmet, the booking is treated under the applicable cancellation clause.

14. Examinations, assessments, uploads and certification

- The customer/candidate is responsible for accurate personal details, eligibility, preparation and attendance.
- A failed assessment or examination does not reduce the training charge. Resits, remedial training, re-registration, late entry, re-marking, replacement certificates, cards and uploads are separately chargeable unless included.
- External tests follow the relevant third-party cancellation and identification rules.
- TAG-issued certificates and non-mandatory documents may be withheld until payment is complete. Awarding-body results/certificates will be handled under the applicable rules and law.

15. Digital learning and materials

Digital access is personal, non-transferable and time-limited. Access may begin immediately at the customer's request. Course materials, presentations, question banks, forms and recordings remain the intellectual property of TAG or its licensors and may not be copied, recorded, shared or commercially reused without written permission.

16. TAG changes, cancellation and force majeure

TAG may change an instructor, room, vehicle or reasonable delivery detail without reducing the essential service. If TAG cancels, it will offer a suitable alternative or refund the affected TAG charge. TAG is not responsible for indirect costs or third-party disruption beyond its reasonable control, but this does not limit liability or consumer remedies that cannot lawfully be excluded.

17. Service standard, liability and insurance

TAG will provide services with reasonable care and skill. Nothing excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot legally be limited. Subject to those exceptions, business liability is limited to the fees paid for the affected service and excludes indirect or consequential loss. Consumer remedies under the Consumer Rights Act 2015 remain unaffected.

18. Data protection, confidentiality and records

TAG processes personal data for booking, identity, training, assessment, certification, regulatory, safeguarding, finance and record-retention purposes under its Privacy Notice. Customers must lawfully provide candidate data and give candidates the required information. Sensitive evidence must use TAG's approved secure route, not unsecured email where prohibited.

19. Overdue business accounts

For Business Customers, TAG reserves the right to charge statutory interest and fixed recovery compensation under the Late Payment of Commercial Debts legislation, or any different substantial contractual remedy expressly agreed. TAG may recover reasonable collection costs, suspend credit and require future prepayment.

20. Complaints, appeals and governing law

Complaints should be submitted promptly to office@trainingadvantagegroup.co.uk. Assessment appeals must follow the published TAG and relevant awarding-body time limits. The parties should attempt internal resolution before court proceedings. These Terms are governed by Scots law and the Scottish courts have jurisdiction, subject to mandatory consumer jurisdiction rights.

21. Acceptance and changes

Booking, signing, paying or instructing TAG to begin work after receiving these Terms constitutes acceptance. No staff member or instructor may vary them unless the variation is in writing and authorised by TAG. The version accepted for a booking is retained with that booking; later versions do not retrospectively replace it unless agreed or legally required.

Schedule 1 - customer cancellation route

Send written notice to office@trainingadvantagegroup.co.uk or through the approved TAG portal, quoting customer name, booking/course reference, candidate name(s), course/date and the requested cancellation or transfer. TAG will acknowledge receipt, identify any External Fees already committed, calculate the contractual or statutory outcome and issue any invoice, credit note or refund confirmation.

Schedule 2 - legal and operational sources

- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- Consumer Rights Act 2015 and Competition and Markets Authority unfair-terms guidance.
- Late Payment of Commercial Debts (Interest) Act 1998 and related regulations.
- VAT Act 1994, HMRC VAT time-of-supply and deposit guidance.
- Applicable awarding-body, DVSA, Driver CPC and examination-centre rules.

Legal review note: this controlled draft is designed for operational implementation but should receive Scottish commercial/consumer-law review before public issue.