

Terms and Conditions

Each time you access or use www.encompass-consultancy.com, you are deemed to accept these terms and conditions.

"we" means Encompass Group Ltd, which includes Encompass Consultancy Ltd, Encompass Development Ltd, and Encompass Select Ltd., and "our" shall be construed accordingly. "you" means the person firm company or organisation browsing and/or using the Website, and "your" shall be construed accordingly. The term "control" shall have the same meaning as defined in Section 416 of the Income and Corporation Taxes Act 1988. Two companies are in the same group if they share the same ultimate holding company.

Interruptions and Omissions in Service

Whilst we try to ensure that the standard of the Website remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions of service and delays may occur at any time. We do not accept any liability arising from any such errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate the Website (or any particular part of it) or to provide the service offered on the Website. We may vary the specification of this site from time to time without notice.

Links to other Sites

On this site you will be offered automatic links to other sites which we hope will be of interest to you. We do not accept any responsibility for or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us. Using automatic links to gain access to such sites is entirely at your own risk.

Information on this Site

Whilst we make every effort to ensure that the information on our Website is accurate and complete, we do not accept any liability arising from any inaccuracy or omission in any of the information on our Website or any liability in respect of information on the Website supplied by you, any other website user or any other person.

Your Use of this Site

You may only use the Website for lawful purposes when searching for training courses or apprenticeships. You must not under any circumstances seek to undermine the security of the Website or any information submitted to or available through it. In particular, but without limitation, you must not seek to access, alter or delete any information to which you do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of the Website or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Website.

Terms of Business

Full Cost Training Courses: Any training course enquired about and subsequently purchased will be subject to the terms and conditions of the awarding body and all learners will enter into an agreement with Encompass for the fulfilment of their course.

Advanced Learning Loans/Adult Education Budget: Any course enquired about and learners enrolled onto under this umbrella will be subject to the funding rules, which can be found at:

<https://www.gov.uk/government/publications/advanced-learner-loans-funding-rules-2018-to-2019> and <https://www.gov.uk/government/publications/adult-education-budget-funding-rules-2018-to-2019>.

Apprenticeships: Any learner and employer enrolled onto an apprenticeship programme will be subject to the Funding and Performance Management Rules, which can be found at:

<https://www.gov.uk/government/publications/apprenticeship-funding-rules-2018-to-2019> and the employer will enter into a Contract of Services which will set out the individual terms and conditions agreed with the employer.

Content Rights

The rights in material on the Website are protected by international copyright, software and trademark laws and you agree to use the Website in a way which does not infringe these rights. You may copy material on the Website for your own private or domestic purposes, but no copying for any commercial or business use is permitted.

Liability

We accept no liability for any loss (whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatsoever) arising from your use of the Website and we hereby exclude any such liability, whether in contract, tort (including for negligence) or otherwise. We hereby exclude all representations, warranties and conditions relating to the Website and your use of it to the maximum extent permitted by law.

You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from use or misuse by you of the Website.

You must notify us immediately if anyone makes or threatens to make any claim against you relating to your use of the Website.

Choice of Law and Jurisdiction

The use of the Website and any agreements entered into through the Website are to be governed by and construed in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of the Website or any agreement made through the Website.

Some of the goods or services offered through the Website may not be lawful or may otherwise not be permitted in certain countries outside the United Kingdom. If you attempt to order, receive, purchase or otherwise benefit from any such goods or services, we do not accept any liability for any losses suffered by you in using the Website which you would not have suffered had you been accessing the Website as a United Kingdom resident (including as a result of us being prevented from dealing with any application or enquiry by any law, regulation or other ruling applicable in any country).

Modern Slavery Act statement

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business.

Changes to Terms and Conditions and Invalidity

These terms and conditions may be changed by us at any time. You will be deemed to accept the terms and conditions (as amended) when you next use the Website following any amendment.

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Registered Office

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