Purchaser / Provider Terms and Conditions

Ceracycloan will always seek to provide quality services and a high standard of practice and quality assurance, to help us do this we recognise that agreed terms and conditions need to be clear between both parties (us) the provider and (you) the purchaser. We deliver an array of different services to various purchasers, and our business terms and conditions are written in total fairness to capture all aspects of the work we deliver for all our customers. We would advise the following Terms and Conditions are fully understood before purchasing our services as on purchasing our services it is the complete understanding that you the purchaser agree these terms and conditions.

Making a referral for Learner Provisions and other services

Once completed and submitted, our referral process is a binding process committing you to fulfil your booking, we would advise you to complete the following steps before you make your referral:", 1. Ensure the referred person is able to attend, 2. Ensure you have discussed and agreed days and times before making a referral. 3. Ensure you have funding agreed before making a referral,

Both parties will agree a date and time for a free up to 1hr induction to take place and from this point the potential referrer will have the opportunity to go away and discuss with a potential student if they would like to attend Ceracycloan. Once a firm decision is made by the potential learner, the referrer is advised to discuss days and times for attendance with a member of Ceracycloan staff before making a referral on our secure IT hub. Once the referrer completes a referral the provision becomes agreed, binding and committed to by the referring agency and our accounts will issue an invoice in due course. *[For Youth Justice Services the agreement terms are a minimum of 4 x 3hr sessions and for LA / schools and Adult Education agreed terms are set on a school termly basis]*. In brief once a referral is made into our service the referring agency is committed to the minimum expectations clearly laid out in the above paragraph. Youth Justice referrals may need to continue beyond the original minimum booked 4 sessions, in this instance the YJS referrer must discuss added sessions with Ceracycloan staff then either party will confirm the basic detail in writing via email a copy of this email will be recorded on our IT system. YJS can however replace a student to continue the booked place if there are any reasons why the original referred learner cannot attend to ensure funding does not go to waste.

For termly arrangements and if a student is not to continue with us during the next expected term LA / schools and Adult Education must give 1 weeks' notice in writing to confirm the following termly booking will not be continuing beyond the previous termly booking. LA / schools and Adult Education can however replace a student to continue the booked place for the next expected term to ensure the place remains available and open to them, funding is not wasted, and invoicing will continue as normal. Daily notifications will be sent via email to record attendance for each learner any unattended sessions are simply recorded as absent / unattended sessions. If for any unforeseen reason the purchaser cannot fulfil a referral after submitting and confirming a booking, at our discretion it may be decided to charge an admin fee of 40% of the overall related cost also see Transfer of services below as an alternative.

Transfer of services

Once completed and submitted, our referral process is a binding process committing the referring service to fulfil their obligations and honouring the invoice related to a submitted referral. To make this clear we strongly advise you to complete the following steps before you make a referral:"

1. ***Ensure the learner / student wishes to attend before submitting a referral.***
2. ***Ensure you have agreed days and time before submitting a referral***
3. ***Ensure you have funding agreed before making a referral***

We understand and respect that fact that sometimes things do not go according to plan, on the very rare occasions when this may be apparent LA, Schools and Adult Education and Youth Justice Services have clear opportunity to identify a new learner / student to take the place they have booked if for any reason the original student is unable to attend. In any case the referring body is committed to honour the legally binding agreement and terms and conditions of the original referral submitted. If your service is not able to identify a replacement the original referral and cost attached remains legally binding unless we "Ceracycloan" agree otherwise, and any alternative decision will be made solely at our "Ceracycloan" discretion.

Payments for services
Once a referral has been made to us, we will then invoice detailing the agreed provision sessions. All payments for services provided will have a 30day payment agreement from the sent date set on the invoice and all invoices will clearly show a due date which is generally due payment toward the end of the provision delivered. Purchasers who have purchase order numbers must supply the purchase order number in advance of the service being delivered to ensure invoicing is a seamless process for both parties. Late payments beyond 30 days may be subject to further charges
(See added charges on page 2)

Termination notice of an existing alternative education placement
The purchaser may terminate an existing alternative education placement by issuing written notice to the provider. A minimum of 30 calendar days' notice will be provided prior to the effective termination date.
Notice Requirements:
Written notice will be sent to the provider designated contact person, and the notice needs to include:
- The student's name
- The current placement
- The effective termination date (30 days from the date of notice)
- A brief explanation of the reason for termination, if applicable

Bicycle Repair Price & Payment
The price for the work / servicing (including any additional work which you have authorised us to carry out) will be as quoted to you by the store staff and you will be asked if you wish the work to be carried out.

Payment in full is required on completion of any work completed on your bicycle Ceracycloan reserves the right to retain your bicycle until you have paid in full.

Collection of Bicycles
You will receive an email from us stating that the bike repair is completed, you must collect your bicycle within 7 days of Ceracycloan notifying you that it is ready to collect. If you fail to do so, we will provide you with an invoice and written notice (which includes email) notifying you that you have 30 days to collect your bike, failing which we may sell the bicycle to recover costs. Any sale of your bicycle, together with any costs of sale, and if applicable, we will then send you a cheque for the remaining proceeds of the sale made to recover our cost.

Payment Reminders
In the interest of fairness and quality communication our accounts will send a payment reminder as outlined below…
1. **7 days before invoices are due** to remind the purchaser of the approaching invoice due date,
2. **5 days overdue another reminder will be sent** requesting payment and to contact us with any queries or concerns
3. **10 days overdue another reminder will be sent** requesting immediate communication with us and payment to avoid further charges being added to a new invoice.
4. **15 days overdue another reminder and final reminder will be sent** requesting communication and the outlining payment MUST be made within 5 days from the final reminder date failure to communicate will result in added charges been added to a new invoice.
5. **Once 20 days have passed a new invoice will be issued with debt recovery charges added with 5 days to settle the outstanding invoice – failure to settle or communicate with us within 5 days will result in a new invoice with added charges will be issued every 5 days thereafter or until it is deemed other measures need to be taken to recover the outstanding amount**

Added charges for invoices overdue by 20 days

We follow the set government guidelines for late payments as follows....
Late commercial payments: charging interest and debt recovery
8% plus 0.5% Bank of England base rate for business-to-business transactions a total of 8.5% for the late payment plus a debt recovery charges of the following…

- £40 for figures owed under (£999.00)
- £70 charge for figures owed (£1,000 to £10,000)
- £100 charge for figures owed over (£10,000)

These amounts are set by late payment legislation guidance from .GOV website see below link

https://www.gov.uk/late-commercial-payments-interest-debt-recovery

At Ceracycloan we are proud to have a safe a secure learning IT Hub which records and evidences all referrals, and we can boast we have an excellent working relationship with all our customers, we believe this is due to us aiming to always provide honest, clear, and fair terms, conditions, provisions, and services. Ceracycloan are consistently working towards improving our services to make our customer experience a happy one and we also encourage feedback from all our customers at every opportunity to help us improve our services to you.

We also welcome communication at the very earliest point if any of our customers have any issues with an invoice received and / or any related complex issues in regards pre- agreed payments or agreed services provided.
Ceracycloan management hope you will trust and agree the above processes are clear, fair and promote first class communication with our all our customers working toward providing a professional quality service.