

Terms and Conditions

The Customer agrees to engage SMAS Worksafe (“Worksafe Training”) to provide training services on the terms and conditions set out in this agreement. By submitting a booking form, the Customer agrees to be bound by these terms and conditions.

Definitions

“Attendees” means those people notified by the Customer to Worksafe Training who will attend the Location to receive the Services;

“Cancellation Charges” means the cancellation charge to be paid by the Customer to Worksafe Training

“Course Date” means the date agreed between Worksafe Training and the Customer;

“Confidential Information” means all information in respect of the business of Worksafe Training including any know-how, and any information marked confidential or which are by their nature clearly confidential and any other information which, if disclosed, will be liable to cause harm to Worksafe Training;

“Customer” means the party that contracts with Worksafe Training for the Services;

"Data Protection Legislation" means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation as applicable the General Data Protection Regulation (EU) 2016/679 and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003

“Location” means the place at which the Services will be provided and detailed on the booking form;

“Payments” means the amounts to be paid by the Customer to Worksafe Training as course fees for the Services and listed on the booking form as may be varied by Worksafe Training from time to time;

"Personal Data" is as defined under the Data Protection Legislation.

“Services” means the services to be provided by Worksafe Training to the Customer or a third party consultant particularly as listed on the booking form or otherwise agreed;

“Working Days” means any day except a Saturday or a Sunday or any public holiday in England and Wales;

Worksafe Training’s obligations

Subject to the Customer’s compliance with these standard terms and conditions, Worksafe Training shall:

use reasonable endeavours to provide the Services at the Location on the Course Date and shall provide the Customer and the Attendees with reasonable access to the Location for the purpose of booking or attending a course;

exercise reasonable skill, care and diligence in providing the Services;

deliver all Services provided in English; and

be permitted to assign or subcontract the whole or any part of the Services without the consent of the Customer.

The Customer's obligations

The Customer shall:

ensure that the agreed Attendees attend at the Location on the Course Date at the agreed time to receive the Services;

ensure that the Attendees are sufficiently competent to receive the Services;

comply with and shall ensure that when at the Location, all Attendees comply with all reasonable instructions of Worksafe Training and all applicable laws and policies (as may be notified to the Customer or the Attendees from time to time by Worksafe Training);

withdraw any Attendee from attendance at the Location upon the reasonable request of Worksafe Training;

pay the Payments on the due dates for payment; and

pay any applicable Cancellation Charges.

Bookings

All fees must be paid on receipt of invoice or in strict accordance with payment terms for account customers.

Transfer Charges

If you wish to transfer any courses or services, the following additional charges for transfer will apply for each transfer processed:

Open Training Courses

Notice Period	Fees
5 or less working days	Full fee payable
6 to 15 working days inclusive	25% course fee payable per delegate
16 to 20 working days inclusive	£25.00 fee payable per delegate transfer
21 working days or more	No charge

Cancellation Charges

If you wish to cancel any course or service the following charges will apply for each cancellation processed:

All Training Courses

Notice Period	Fees (Except NEBOSH)
10 or less working days	Full fee payable
11 to 15 working days inclusive	50% of course / service fee payable
16 to 20 working days prior	25% of course / service fee payable
21 working days or more	No charge

Change to or Cancellation of Courses or Services

Course contents, prices and dates are correct at the time of going to press.

From time to time it may be necessary, for reasons beyond our control, to change the content, timing, or price of a course. In cases where it is inadvisable to go ahead with the planned training / consultancy service (e.g. due to force majeure or severe (red) weather / flood warnings being issued), every effort will be made by SMAS Worksafe to provide advance notification of any such cancellation.

In the event of a course or service being cancelled, clients will be offered an alternative date, credit note or full refund.

Certification

Certification will be processed upon course completion and receipt of full payment.

VAT

All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums and shall become payable by the Customer at the same time as the Payments.

Intellectual Property Rights Confidentiality

All copyright and other intellectual property rights in all specifications, drawing, illustrations, diagrams, course literature and other documents issued by Worksafe Training will remain the property of Worksafe Training and may not be reproduced without permission.

Customers will and shall procure that Attendees will keep confidential any and all Confidential Information that it may acquire and shall not use any Confidential Information for any purpose other than the purpose intended by its disclosure by Worksafe Training and as notified to the Customer and/or the Attendee by Worksafe Training on disclosure.

The obligations set out will not apply to any information which is publicly available or becomes publicly available through no act or omission of the Customer or Attendee, or of which disclosure is required by order of a court or regulatory body of competent jurisdiction, and then only to the extent required to be disclosed

No announcement, press release, circular, marketing or other promotion in connection with Worksafe Training shall be made by or on behalf of the Customer without Worksafe Training's written consent except if and to the extent required by law or by any governmental or regulatory authority.

Data Protection

We are the data controller of all Personal Data you provide when booking or enquiring about a training course. If you provide Personal Data about another person to us, you should provide them with this information concerning the processing of their personal data.

We collect and use this Personal Data to administer your training and comply with any legal obligations (if applicable). We also process the Personal Data, where permitted by law, for business analysis, fraud, and crime prevention and to improve our services. These may involve disclosing your data to third parties such as HMRC and our insurers. In the event of company reorganisation, merger or buy out, it may be disclosed to a different group company.

Limitation of liability

Worksafe Training does not exclude its liability (if any) to the Customer for a breach of its obligations arising under Section 2 Sale and Supply of Goods and Services Act 1982; for personal injury or death resulting from its negligence; under Section 2(3) Consumer Protection Act 1987; for any matter which it would be illegal to exclude or to attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

The total liability of Worksafe Training to the Customer for any reason and upon any cause of action shall be limited to the amount of any Payments and other charges which the Customer has paid to Worksafe Training under this agreement.

Worksafe Training will be under no liability whatsoever for any:

loss of profit (direct or indirect)

loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

loss of data (direct or indirect);

loss of anticipated saving or loss of margin (in each case whether direct or indirect);

liability of you to third parties (whether direct or indirect); or

indirect, special or consequential loss.

Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

For the purpose of this agreement, "Force Majeure" means any act, omission, cause of circumstance beyond the reasonable control of either party and shall include but not be limited to war, rebellion, civil commotion, strikes, lock outs, industrial disputes, fire, explosion, earthquake, volcanic eruption, act of God, flood, drought or other act or order of any government department, council or other constituted body.

Invalidity of any Provision

In the event of one or more of these terms and conditions or any part thereof being invalid, illegal or unenforceable in any respect, such term shall be deemed to be severed from the terms and conditions and the validity, legality or enforceability of the remaining terms and conditions shall not be affected or impaired.

Entire Agreement

This agreement constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

General Terms

No variation of these terms and conditions will be effective unless agreed in writing by a Director of Worksafe Training. All terms other than those expressly set out in this agreement are hereby excluded.

These terms expressly exclude any rights afforded any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

Law and Jurisdiction

These terms and conditions and any non-contractual obligations arising out of or in connection with them shall be governed in all respects by the law of England. The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).