

# Qualsafe.com – Terms and Conditions

1. These terms and conditions are between Qualsafe.com (“**QS**”) and the Customer. They replace any previous terms and conditions of QS and are the complete and only terms and conditions between the parties. All dealings between QS and the Customer shall be governed by these terms and conditions which shall prevail over any others.
2. These terms and conditions and any contract formed pursuant to them may be varied provided any variation is confirmed in writing by an authorised representative of QS.
3. A binding contract will be formed when QS notifies its acceptance of a Customer’s order for goods or services (the “**Contract**”). An invoice may be dispatched prior to delivery of the goods or performance of the services and shall be payable within 30 days of the date of the invoice (subject to paragraph 6).
4. Subject to compliance with paragraph 5, if the Customer is dealing as a consumer then they may cancel the Contract in accordance with the Consumer Protection (Distance Selling) Regulations 2000 up to the end of the 7th working day from the date of receipt of the goods or the booking of a course (the “**Cancellation Date**”). No reason needs to be given and no penalty or cancellation fee will be due. The Customer must notify QS in writing on or before the Cancellation Date by letter, fax or e-mail and (in the case of goods) comply with the returns policy set out at paragraph 5.
5. To return goods the Customer must have a goods return number (“**GRN**”). A GRN can be obtained by telephoning QS and providing the invoice number. A GRN will then be provided, together with instructions for returning the goods. QS will not accept returns without a valid GRN. All returned items must be in their original packaging, unopened and unused and returned within 14 days of the date of issue of the GRN. The Customer must pay for the costs of return unless the goods are faulty, damaged or incorrectly supplied and will be liable for them until they reach QS. On receipt of the returned goods, QS will credit the Customer’s account with any sum debited as soon as possible.
6. In the case of the provision of a training course by QS, payment must be made in full prior to the commencement of the course. Certificates to prove completion of the course may be withheld by QS until payment is made. No refund shall be given and the full course fee shall remain payable should a delegate fail any course provided by QS and QS make no guarantee as to a delegate successfully passing any course. No refund shall be given if a delegate does not attend and the full course fee shall remain payable.
7. Subject to paragraph 4, if the Customer notifies QS in writing of an intention to cancel any course booking more than 2 weeks prior to the commencement date a full refund of any course fees paid shall be given (with no cancellation penalty due), within 1-2 weeks of the commencement date 55% of the course fees shall remain payable and less than 1 week prior to the commencement date no refund shall be given and the full course fee shall remain payable.
8. Unless specified, Value Added Tax will not be included in any price and will be charged at the rate in force at the time of quotation.
9. Interest on overdue invoices may be charged (at the discretion of QS) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until the date of payment and the Customer agrees to pay any reasonable expenses (not limited to expenses fixed by Court) incurred by QS in pursuing any outstanding debt or debts due from the Customer.
10. In some cases a credit account may be considered. Government agencies will be pre-approved for credit. Other organisations may request a credit application form and the establishment of a credit account is entirely at the discretion of QS.
11. Proofs of work for personalised goods may be submitted for the Customer’s approval and QS shall incur no liability for any errors not corrected by the Customer in proofs so submitted. The Customer shall notify QS in writing within 7 days of receipt of the proofs stating whether or not the proofs are acceptable. If the Customer does not notify QS within this period, the proofs will be deemed to have been accepted. If the Customer requests QS to reproduce any logos or other protected intellectual property, the Customer grants to QS a non-exclusive, irrevocable, royalty-free, perpetual licence to use such rights for the purposes of producing the personalised goods only.
12. Title to the goods shall pass when payment is made in full. For the purposes of payment of QS’s invoice only, time is of the essence. Until payment is made in full the Customer shall allow QS or its agents to enter its premises during business hours to inspect any goods which have not been paid for in full and remove them. The Customer shall not sell, give, pledge, lend, charge or otherwise dispose of the goods before title has passed without the written agreement of QS.
13. Risk of loss shall pass on delivery and all delivery times are estimates only.
14. It is the Customer’s responsibility to inspect the goods on delivery. Any visible defects in the goods must be notified to QS within 7 days of delivery during which time QS shall repair or replace such goods free of charge. After this time any goods with visible defects may be replaced at the Customer’s expense.
15. Nothing in these terms shall operate to exclude or limit QS’s liability for death or personal injury caused by its negligence, any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or fraud.
16. QS shall not be liable to the Customer whether in contract, tort (including negligence) or otherwise for any loss of profit; anticipated profits; revenues; anticipated savings; goodwill or business opportunity; or for any indirect or consequential loss or damage whatsoever or for any failure to comply with its obligations due to an event beyond QS’s reasonable control. QS’s aggregate liability to the Customer whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the total sum paid or payable by the Customer to QS under the Contract.
17. QS shall not be liable for mistreatment of any person or property arising out of the Customer’s failure to follow the guidelines set out by QS in its publications or courses.
18. QS reserve the right to cancel and/or amend course dates, times, contents and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative. If these are not satisfactory, QS shall refund in full the price of the course. No further compensation will be given.
19. QS reserve the right to remove or amend any part of its publications without prior notice or consultation.
20. The Customer shall indemnify QS for any loss or expenses caused as a result of providing inaccurate information to QS, mistakes contained within the Customer’s order, changes to the Contract requested by the Customer or personal injury or death caused by the Customer not following QS’s guidelines correctly.
21. If the Customer becomes bankrupt or enters into liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) QS shall be entitled to cancel any outstanding Contract(s) without liability to the Customer and any sums outstanding shall become immediately due and payable.
22. If the parties are unable to resolve any dispute arising between them, either party may initiate an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, appointed at the request of either party by the Centre for Dispute Resolution or such other similar body as is agreed.
23. Any written notice given under these terms and conditions shall be served either by registered post or by facsimile to the relevant party’s registered/ principal office or last known address.
24. No other person or body who is not a party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
25. These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.