

## Qualsafe Academy Terms and Conditions

- 1 These terms and conditions are between Qualsafe Academy and the Customer. They replace any previous terms and conditions of Qualsafe Academy and are the complete and only terms and conditions between the parties. All dealings between Qualsafe Academy 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 Qualsafe Academy.
- 3 A binding contract will be formed when Qualsafe Academy notifies its acceptance of a Customer's order for services (the '**Contract**'). An invoice may be emailed prior to the performance of the services and shall be payable on whichever date is sooner, within 30 days of the date of the invoice, or 14 days prior to the commencement of the earliest course.
- 4 If the Customer is dealing as a consumer then they may cancel the Contract in accordance with the **Consumer contracts (Information, Cancellation and Additional Changes) Regulations 2013** up to the end of the 14th day from the date of the booking of a course (the '**Cancellation Date**'). The Customer must notify Qualsafe Academy in writing on or before the Cancellation Date by email or letter. This does not affect your statutory rights. If the course is due to start within 14 days of the booking, cancellation must be received by Qualsafe Academy prior to the commencement date of the course.
- 5 In the case of the provision of a training course by Qualsafe Academy, certificates to prove successful completion or achievement of the qualification may be withheld by Qualsafe Academy 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 Qualsafe Academy and Qualsafe Academy make no guarantee as to a delegate successfully passing any course. If a delegate does not attend the full course fee shall remain payable and no refund shall be given. It is the Customer's responsibility to ensure that a delegate is booked on and attends the correct course. If a delegate attends a course and payment has not yet been made, the Customer accepts that payment is overdue.
- 6 Subject to paragraph 4, if the Customer wishes to cancel a booking, the Customer must notify Qualsafe Academy in writing by email or letter ('**Notice of Cancellation**'). For the avoidance of doubt, Notice of Cancellation will not be accepted by telephone. If Qualsafe Academy receives a Notice of Cancellation more than 5 working days prior to the commencement of the course a full refund of any course fees paid shall be given (with no cancellation penalty due). If Qualsafe Academy receives a Notice of Cancellation less than 5 working days prior to the commencement of the course the full course fee shall remain payable and no refund shall be given.
- 7 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.
- 8 Interest on overdue invoices may be charged (at the discretion of Qualsafe Academy) 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 Qualsafe Academy in pursuing any outstanding debt or debts due from the Customer.
- 9 Nothing in these terms shall operate to exclude or limit Qualsafe Academy's liability for death or personal injury caused by its negligence, any breach of the terms implied in section 2 of the Supply of Goods and Services Act 1982 or fraud.
- 10 Qualsafe Academy 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 Qualsafe Academy's reasonable control. Qualsafe Academy'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 Qualsafe Academy under the Contract.
- 11 Qualsafe Academy 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 Qualsafe Academy in its courses.
- 12 Qualsafe Academy 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, Qualsafe Academy shall refund in full the price of the course. No further compensation will be given.

- 13** The Customer shall indemnify Qualsafe Academy for any loss or expenses caused as a result of providing inaccurate information to Qualsafe Academy, mistakes contained within the Customer's order and/or changes to the Contract requested by the Customer.
- 14** 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) Qualsafe Academy shall be entitled to cancel any outstanding Contract(s) without liability to the Customer and any sums outstanding shall become immediately due and payable.
- 15** 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.
- 16** Any written notice under these terms and conditions shall be served by registered post to the relevant party's registered/principle office or last known address.
- 17** No other person or body who is not a party to the Contract has any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 18** 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.

Qualsafe Academy is a trading name of Qualsafe Limited, registered in England and Wales No. 4001868. Registered Office: City View, 3 Wapping Road, Bradford, BD3 0ED.