

TERMS AND CONDITIONS

TERMS AND CONDITIONS – TRAINING, E-LEARNING, ISA APPLICATIONS, AUDIT AND ADVISORY

1. Application

These Terms and Conditions shall apply to the provision of the Services ("Service(s)") detailed overleaf by the British Safety Council ("Supplier") whose registered office is at 70 Chancery Lane, London and whose company registration number is 04618713 to you ("Client") and shall be subject to change at any time without prior written notice. No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Supplier and the Client.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday in the UK.
2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Services

3.1 With effect from the commencement date stated in this quotation and in consideration of the Fees being paid in accordance with these Terms and Conditions, the Supplier shall provide the Service to the Client.
3.2 The Supplier shall use reasonable care and skill in its performance of the Service and shall ensure compliance with any and all relevant codes of practice.
3.3 The Supplier shall use its best and reasonable endeavours to complete its performance of the Service within the time agreed as set out in this quotation; however time will not be of the essence in the performance of these obligations.
3.4 The Supplier reserves the right to feedback to the Client where any student is found not suitable for the course due to academic abilities determined through the Student Registration process.
3.5 The Supplier also reserves the right to refuse any student (continued) entry to the course where there is any inappropriate behaviour towards the Tutor or fellow students. The Client paying the course fee will be notified in writing stating reasons. No fees will be reimbursed except at the discretion of the Supplier.
3.6 **Distance Learning:** Support for candidates will remain in place for three years from the date of receipt of course materials. The Supplier reserves the right to extend the support services at its discretion.
3.7 **e-Learning:** Courses purchased are saved within the Client's user account for allocation to learners. Purchased courses must be allocated to learners within 1 year of purchase. Access to the course by the learner is for a period specified below from the date that the learner is allocated to the course. Courses purchased cannot be transferred or substituted for other courses. Incorrect learner details submitted by the Client will attract a £50 + VAT charge for correction, payable to the Supplier.
3.7.1 **IOSH e-learning:** Access to e-learning services is for a period of 5 months with no option to renew. Students must complete all learning materials, any applicable tests, assessments or projects within this period. The Supplier reserves the right to change suppliers or provide alternate sources of information without notice. An additional fee of £50.00 + VAT will be payable by the Client for any subsequent assessment following failure of two assessments.
3.7.2 **IEMA e-learning:** Access to e-learning services is for a period of 6 months with no option to renew. Students must complete all learning materials, any applicable tests, assessments or projects within this period. The Supplier reserves the right to change suppliers or provide alternate sources of information without notice. An additional fee of £49.00 + VAT will be payable by the Client should the student need to re-sit any examinations. The Client is responsible for booking any further re-sits directly with IEMA and pay any applicable charges.
3.7.3 **NEBOSH e-learning:** Access to e-learning services is for a period of 12 months with no option to renew. Students must complete all learning materials, any applicable practice examinations, activities or projects within this period. The Supplier reserves the right to change suppliers or provide alternate sources of information without notice. Students are responsible for making their own arrangements to undertake the NEBOSH assessments. Any practical assessment must be undertaken with the same provider used for examination assessments.
3.7.4 **Instant Access e-learning:** Access to the course by the learner is for a period of 3 months from the date that the learner is allocated to the course. When the course includes a quiz, knowledge check or assessment, three attempts are given to the learner to pass. An additional course will be required to be purchased at the prevailing rate by the Client following three failed attempts by the learner should the Client wish the learner to complete the course. Incorrect learner details submitted by the Client cannot be corrected after purchase and a further course will be required to be purchased by the Client.
3.8 **International Attendance Requirements:** Candidates are expected to attend a minimum of 90% of the tuition hours. Where attendance falls below 80%, the Supplier reserves the right to inform the Home Office. Rules of conduct during the course and examination can be found in the Candidate Joining Pack.
3.9 **Discounted Course Reservations:** Bookings are subject to availability, payment of the Fees is due at the time of booking and name changes are not permitted. No refunds are applicable for cancellation or non-attendance.
3.10 **In-Company Course and In-Company Qualification Delegate Numbers:** The Supplier reserves the right to curtail the program or refuse delivery to more than the stated number of delegates per session without liability unless it has given prior written agreement.

Audits (including OHSAS 18001 and Five Star Audit)

3.11 A surveillance visit of agreed duration must take place 12 and 24 months after the initial audit to maintain certification for the 3 year period, to be charged at the prevailing rate. Where a major non-conformance or 10 or more minor non-conformances are raised, an additional surveillance day will be added to the next scheduled visit, to be charged at the prevailing day rate at time of delivery.
3.12 The Supplier reserves the right to move agreed delivery dates to accommodate any additional surveillance days.
3.13 The Supplier reserves the right to revoke an OHSAS 18001 registration if the required number of surveillance visits are not carried out.
3.14 OHSAS 18001 and Five Star Audit Certificates remain the property of the Supplier at all times and must be returned to the Supplier where the Client's certification is cancelled by either party.
3.15 The Supplier reserves the right to make a reasonable charge for duplicate or replacement certificates.
3.16 Both parties agree that the scope of the audit will be determined with the auditor at the time of the audit and that the accuracy of the audit report will be reliant upon up to date, accurate and complete information being supplied by the Client.
3.17 The contents of the audit report are limited to areas identified at the date of the audit and may cease to be entirely accurate after that date due to ongoing organisational activity.
3.18 **International Safety Awards:** Clients applying for an International Safety Award are purchasing the right to apply regardless of whether they actually submit an application. Once an application form has been issued to the Client the Client may not cancel the purchase.
3.19 **Level 3 CertOSH and NEBOSH NGC qualifications booked with the Supplier after 18/08/08 only** entitle non-member organisations only to one free subscription to British Safety Council Core Membership for a period of 12 calendar months, which can be renewed at the end of the term at the then prevailing rate. This is for a nominated site only and standard terms and conditions for British Safety Council membership apply, including the use of the Members' logo. These can be found at <http://www.britsafe.org/terms-conditions>. The free membership is not transferable to another site or in relation to any candidate other than the one on the original booking. Additional sites can be added at the published rate. If the qualification booking is cancelled at any time, the free membership will also be terminated, although the organisation will have the option of becoming a member at the then prevailing membership rate. This offer can be cancelled at any time by the Supplier at its discretion without prejudice to potential candidates/members.

4. Client Obligations

4.1 The Client shall use its best and reasonable endeavours to provide the Supplier with access to any and all relevant information, materials, properties and other matters which are required to enable the Supplier to provide the Service.
4.2 The Client shall use its best and reasonable endeavours to acquire any permissions, consents, licences or other matters which are required to enable the Supplier to provide the Service.
4.3 The Supplier shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Client's failure to comply with the provisions of this Clause 4.

5. Fees

5.1 The fees ("Fees") for the Services are set out in this quotation.
5.2 In addition to the Fees, the Supplier shall be entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Services.
5.3 The Client shall pay the Supplier for any additional services provided by the Supplier that are not specified in this quotation in accordance with the Supplier's then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. The provisions of sub-Clause 5.2 shall also apply to such additional services.
5.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
5.5 **International and Cultural Change Projects:** In addition to the Fees, the Supplier shall be entitled to recover from the Client reasonable expenses for travel, accommodation and subsistence.

6. Quotation, Contract and Variation

6.1 The Supplier is not obliged to accept an order for Services from the Client unless the Client has supplied references which are requested by, and satisfactory to, the Supplier.
6.2 This quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).
6.3 Having issued this quotation which is a contractual offer to provide the Services, the Supplier agrees to enter into a contract for the provision of Services upon the Client's written acceptance of this quotation and of these Terms and Conditions.
6.4 This quotation is valid for a period of 30 days from the date shown overleaf unless expressly withdrawn by the Supplier at an earlier time and subject to Clause 6.5.
6.5 Should any information or data supplied to the Supplier by the Client for the preparation of the quotation prove to be insufficient or inaccurate the Supplier reserves the right to amend the quotation to cover any cost difference..

6.6 Either the Supplier or the Client may cancel the order for any reason prior to the Client's acceptance (or rejection) of this quotation.

6.7 If the Client wishes to vary any details of the Services it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and additional costs shall be invoiced to the Client.

6.8 If, due to circumstances beyond its control, the Supplier has to make any change in the Services or the arrangements relating to the provision thereof, it shall notify the Client immediately. The supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

6.9 The Supplier reserves the right to vary the course content from that advertised in the Supplier's promotional materials without liability.

6.10 The Supplier reserves the right to curtail the program or refuse delivery to more than the stated number of attendees per session without liability unless there is prior written agreement from the Supplier.

7. Payment

7.1 Following the Client's acceptance of this quotation, the Supplier shall invoice the Client for the Fee.
7.2 Payment is due in advance of the service commencement date or delivery date and 30 days from invoice date. No materials will be sent without payment being received. In certain circumstances, a non-refundable deposit may be required. Where the service delivery date is within 30 days of booking, payment is due upon booking. The Supplier reserves the right to withhold service delivery where cleared funds are not received prior to the service commencement date.
7.3 **Cultural Change Projects:** Payment is due 30 days from invoice date. Invoices will be issued monthly in arrears.
7.4 Time for payment shall be of the essence of the Contract between the Supplier and the Client.
7.5 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier shall charge the Client interest at the rate of 3% per annum above the Barclays Bank plc base rate from time to time on the amount outstanding until payment is received in full.
7.6 If the Client fails to make payment within the period in sub-Clause 7.2 or 7.3 respectively, the Supplier shall have the right to suspend any further provision of the Services and to cancel any future services which may have been ordered by, or otherwise arranged with, the Client.
7.7 Receipts for payment will be issued by the Supplier only at the Client's request.
7.8 All payments must be made in sterling unless otherwise agreed in writing between the Supplier and the Client.

8. Sub-Contracting

8.1 The Supplier shall be free to sub-contract the provision of the Services (or any part thereof).
8.2 Where the Supplier sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices.

9. Cancellation

9.1 All cancellations incur a 30% cancellation fee (VAT excluded) and must be in writing.
9.2 Full fees are payable by the Client where notice is given fewer than 14 days prior to Service delivery or in the event of non-attendance.
9.3 The Supplier reserves the right to cancel the Service or move the date at any time without liability. In these circumstances the Supplier will offer at its discretion alternative options, a credit note or a refund of fees paid.
9.4 The Supplier may terminate the provision of the Services immediately if:
(a) the Client commits a material breach of its obligations under these Terms and Conditions; or (b) the venue or accommodation provided by the Client are of an unacceptable standard (c) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; or (d) the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or (e) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; or (f) the Client does anything improper to influence the Supplier to provide the Services or commits an offence under the Prevention of Corruption Acts or the Bribery Act 2010.
9.5 **Consumers:** The Client has the right to cancel the contract for the delivery of the Services (with the exception of e-learning) within 7 days of the Service contract being agreed, in accordance with the Consumer Protection (Distance Selling) Regulations 2000. To cancel such a contract the Client must inform the Supplier in writing (by post, fax or email) whereupon the Supplier will refund the Fees paid for the relevant Services. Fees will be non-refundable outside of this period. When ordering e-learning Services the Client is agreeing to the immediate provision of this Service and therefore the Consumer Protection (Distance Selling) Regulations 2000 do not apply.

10. Transfer

10.1 Written notification is required and where received 28 days or more prior to Service commencement a 10% transfer fee is payable by the Client.
10.2 Where written notification is received between 27 and 14 days prior to Service commencement, a 25% transfer fee is payable by the Client.
10.3 Where written notification is received fewer than 14 days prior to Service commencement, full Fees are payable by the Client.

11. Intellectual Property

11.1 The Supplier reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

11.2 **Data Protection** All personal data provided by the Client will be used in accordance with the requirements of the Data Protection Act. Data may be shared with relevant awarding bodies if appropriate and used for the purposes of taking payment, administering and delivering the Supplier Services.

13. Liability and Indemnity

13.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied, except to the extent that any such loss does not exceed the Fees for the Service purchased or for **Audit services only** (including OHSAS 18001 and Five Star Audit), 10 times the Fees for the Service purchased.
13.2 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.
13.3 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.
13.4 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

15. Communications

15.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
15.2 Notices shall be deemed to have been duly given: a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail; or (d) on the tenth business day following mailing, if mailed by airmail.
15.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

16. No Waiver

16.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

17. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

18. Law and Jurisdiction

18.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith, any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2 A person who is not party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

TERMS AND CONDITIONS

TERMS AND CONDITIONS – LEARNING ZONE

1. Application

These Terms and Conditions shall apply to the provision of the services detailed overleaf ("Service(s)") by the British Safety Council ("Supplier") whose registered office is at 70 Chancellors Road, London and whose company registration number is 04618713 to you ("Client") and shall be subject to change at any time without prior written notice. No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Supplier and the Client.

2. Interpretation

- 2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday in the UK.
- 2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Services

- 3.1 With effect from the commencement date stated in this quotation and in consideration of the Fees being paid in accordance with these Terms and Conditions, the Supplier shall provide the Service to the Client.
- 3.2 The Supplier shall use reasonable care and skill in its performance of the Service and shall ensure compliance with any and all relevant codes of practice.
- 3.3 The Supplier shall use its best and reasonable endeavours to complete its performance of the Service within the time agreed as set out in this quotation; however time will not be of the essence in the performance of these obligations.
- 3.4 Any request by the Client wishing to change or add any aspect of the Service must be received in writing at least 3 working days before the event start date. The Supplier to confirm in writing by return if the change request can be met and any associated costs.
- 3.5 No refund or reduction in fees will be made if less than the stated number of delegates attend on the day.
- 3.6 Any additional delegates from the number stated on the booking form will be invoiced to the Client at the prevailing delegate rate.
- 3.7 The Supplier reserves the right to refuse additional delegates unless otherwise agreed in writing 3 days prior the Service date.
- 3.8 The Supplier reserves the right to cancel the Service if it may prejudice its reputation.
- 3.9 The Supplier shall not be liable for the damage, loss or theft of any property brought on to the premises or delivered to the premises for the Service.

4. Client Obligations

- 4.1 The Client shall use its best and reasonable endeavours to provide the Supplier with access to any and all relevant information, materials, properties and other matters which are required to enable the Supplier to provide the Service.
- 4.2 The Client shall use its best and reasonable endeavours to acquire any permissions, consents, licences or other matters which are required to enable the Supplier to provide the Service.
- 4.3 The Supplier shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Client's failure to comply with the provisions of this Clause 4.
- 4.4 The Client and its employees and agents shall act in an orderly manner and not make any alterations to the rooms or equipment and shall meet with all reasonable requests of the Supplier, including compliance with all health, safety and compliance requirements.
- 4.5 The Client shall not bring their own catering or beverages on to the premises of the Supplier without the prior written consent of the Supplier.
- 4.6 The Client shall at all times be liable for, indemnify and hold harmless the Supplier (together with its employees and agents) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Supplier arising out of or in connection with a) any property damage suffered by the Supplier in the event space used by the Client b) the acts or omissions of (i) the Client (including its employees and agents and sub-contractors) (ii) the Guests, including without limitation any statement or conduct that (in the Supplier's absolute discretion) is defamatory, racist, likely to cause any threatening behaviour or may bring the Supplier's name into disrepute.

5. Fees

- 5.1 The fees ("Fees") for the Services are set out in this quotation.
- 5.2 In addition to the Fees, the Supplier shall be entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Services.
- 5.3 The Client shall pay the Supplier for any additional services provided by the Supplier that are not specified in this quotation in accordance with the Supplier's then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. The provisions of sub-Clause 5.2 shall also apply to such additional services.
- 5.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6. Quotation, Contract and Variation

- 6.1 The Supplier is not obliged to accept an order for Services from the Client unless the Client has supplied references which are requested by, and satisfactory to, the Supplier.
- 6.2 This quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).
- 6.3 Having issued this quotation which is a contractual offer to provide the Services, the Supplier agrees to enter into a contract for the provision of Services upon the Client's written acceptance of this quotation and of these Terms and Conditions.
- 6.4 This quotation is valid for a period of 30 days from the date shown overleaf unless expressly withdrawn by the Supplier at an earlier time and subject to Clause 6.5.
- 6.5 Should any information or data supplied to the Supplier by the Client for the preparation of the quotation prove to be insufficient or inaccurate the Supplier reserves the right to amend the quotation to cover any cost difference.
- 6.6 Either the Supplier or the Client may cancel the order for any reason prior to the Client's acceptance (or rejection) of this quotation.
- 6.7 If the Client wishes to vary any details of the Services it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and additional costs shall be invoiced to the Client.
- 6.8 If, due to circumstances beyond its control, the Supplier has to make any change in the Services or the arrangements relating to the provision thereof, it shall notify the Client immediately. The Supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 6.9 The Supplier reserves the right to vary the course content from that advertised in the Supplier's promotional materials without liability.
- 6.10 The Supplier reserves the right to curtail the program or refuse delivery to more than the stated number of attendees per session without liability unless there is prior written agreement from the Supplier

7. Payment

- 7.1 Following the Client's acceptance of this quotation, the Supplier shall invoice the Client for the Fee.
- 7.2 Payment is due in advance of the service commencement date and 30 days from invoice date. No materials will be sent without payment being received. In certain circumstances, a non-refundable deposit may be required. Where the service delivery date is within 30 days of booking, payment is due upon booking. The Supplier reserves the right to withhold service delivery where cleared funds are not received prior to the service commencement date.
- 7.3 Time for payment shall be of the essence of the Contract between the Supplier and the Client.
- 7.4 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier shall charge the Client interest at the rate of 3% per annum above the Barclays Bank plc base rate from time to time on the amount outstanding until payment is received in full.
- 7.5 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier shall have the right to suspend any further provision of the Services and to cancel any future services which may have been ordered by, or otherwise arranged with, the Client.
- 7.6 Receipts for payment will be issued by the Supplier only at the Client's request.
- 7.7 All payments must be made in sterling unless otherwise agreed in writing between the Supplier and the Client.

8. Sub-Contracting

- 8.1 The Supplier shall be free to sub-contract the provision of the Services (or any part thereof).
- 8.2 Where the Supplier sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices.

9. Cancellation

- 9.1 All cancellations incur a 30% cancellation fee (VAT excluded) and must be in writing.
- 9.2 Full fees are payable by the Client where notice is given fewer than 14 days prior to Service delivery or in the event of non-attendance.
- 9.3 The Supplier reserves the right to cancel the Service or move the date at any time without liability. In these circumstances the Supplier will offer at its discretion alternative options, a credit note or a refund of fees paid.
- 9.4 The Supplier may terminate the provision of the Services immediately if:
 - (a) the Client commits a material breach of its obligations under these Terms and Conditions; or

(b) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; or (c) the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or (d) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; or e) the Client does anything improper to influence the Supplier to provide the Services or commits an offence under the Prevention of Corruption Acts or the Bribery Act 2010.

10. Transfer

- 10.1 Written notification is required and where received 28 days or more prior to Service commencement a 10% transfer fee is payable by the Client.
- 10.2 Where written notification is received between 27 and 14 days prior to Service commencement, a 25% transfer fee is payable by the Client.
- 10.3 Where written notification is received fewer than 14 days prior to Service commencement, full Fees are payable by the Client.

11. Intellectual Property

The Supplier reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

12. Data Protection All personal data provided by the Client will be used in accordance with the requirements of the Data Protection Act. Data may be shared with relevant awarding bodies if appropriate and used for the purposes of taking payment, administering and delivering the Supplier Services.

13. Liability and Indemnity

- 13.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied, except to the extent that any such loss does not exceed the Fees for the Service purchased.
- 13.2 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.
- 13.3 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.
- 13.4 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

15. Communications

- 15.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 15.2 Notices shall be deemed to have been duly given: a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail; or (d) on the tenth business day following mailing, if mailed by airmail.
- 15.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

16. No Waiver

- 16.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

17. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

18. Law and Jurisdiction

- 18.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith, any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2 A person who is not party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Parties

1. This agreement for Membership of the British Safety Council is subject to the Terms and Conditions set out in this document and is between British Safety Council of 70 Chancellors Road, London, W6 9RS (Company No. 04618713) ("BSC") and you (the "Member")

Definitions

2. In this Agreement the following definitions shall apply:

- "Fees" mean the fee for the Membership Period, as set by BSC from time to time, together with VAT thereon at the prevailing rate,
- "Membership" means corporate membership of the British Safety Council.
- "Membership Period" means each 1, 2 or 3 year period, as stated in the membership application, commencing on the date Membership is granted by BSC to Member and each anniversary thereof during the term of this Agreement.
- "Sites" mean a physical location from which the Member carries on its activities.

Application to become a member

3. Each Membership may only be granted in respect of one or more named Sites. Locations not named in the application will not be included within the scope of the Membership and the Member may not make use of the Member benefits, including without limitation the member logo, in respect of those locations.

4. BSC reserves the right, at its sole discretion, to refuse any application for Membership.

Payment and Terms

5. In consideration of being granted Membership the Member agrees to pay the Fees in the manner and as set out in this clause.

5.1. BSC shall, prior to the start of each Membership Period, submit to Member an invoice for the Fees in respect of that period.

5.2. Member shall pay any invoice submitted by BSC under this clause within 3 days of the invoice date. Credit or debit card and direct debit payments can also be made.

6. Subject to acceptance of Member's application and receipt of the Fees in full, BSC shall grant Member Membership for the relevant Membership Period, commencing on the date payment is received by BSC. Thereafter BSC may invite Member to renew their Membership on a rolling basis, in which case a renewal notice will be sent to Member prior to the start of each Membership Period. Payment for a renewal must be received in full by the expiry date to ensure uninterrupted service provision. In the case of late payments, the renewed Period will commence on the day after the expiry date of the original Membership Period.

Membership

7. Once Membership has been granted Member will receive a certificate of Membership and have access to the benefits of Membership.

8. Access to and use of Safety Network is subject to the Terms and Conditions – Safety Network.

9. Member shall not do anything which will bring or is likely to bring the reputation of the BSC into disrepute.

10. Member shall notify BSC in writing of any change of their name, address, telephone, fax number, e-mail address or contact name.

Termination

11. This Agreement shall automatically terminate if Member :

11.1. Fails to pay Fees within 30 days prior to the commencement of any Membership Period; or

11.2. Has a receiver, administrator or administrative receiver or liquidator appointed to it or becomes subject to an administration order; or enters into any voluntary arrangement or composition with its creditors; or ceases or threatens to cease to carry on business; or if any analogous situation to any of the above occurs in relation to it under the law of any jurisdiction.

12. This Agreement may be terminated by notice with immediate effect by BSC, without liability to Member, if:

12.1. BSC considers that any act of Member brings, or is likely to bring, the reputation of BSC into disrepute and/or;

12.2. Member is in material breach of this Agreement and fails to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice to do so.

13. In the event of termination of this Agreement for whatever reason:

13.1. Membership of BSC shall cease with immediate effect;

13.2. BSC shall not be liable to pay in whole or in part any Fee already paid, nor shall Member be entitled to damages in respect of any loss or damage caused by termination; and

13.3. Member shall immediately cease to make use of and display the members' logo, at its expense.

14. BSC reserves the right to publish or disclose to third parties, the names of any organisations stating or implying they are members or displaying or using the members' logo where they are no longer fully paid members, or the Membership has been terminated as a result of a breach of the terms and conditions.

Data Protection

15. BSC shall keep all personal data confidential in accordance with the Data Protection Act 1998 and will not pass such data on to third parties for commercial use without the Member's prior consent.

Use of BSC Insignia, Member's Logo and Copyrighted Material

16. Member shall not be entitled to:

16.1. To use any trade mark, insignia or logo owned or associated with BSC (except for the members' logo in accordance with terms and conditions as laid out below); and

- 16.2. To copy and issue to members of the public any copyright material including pamphlets, brochures, handouts, posters and films produced by or on behalf of BSC.
17. Members are provided with a specific members' logo for use on their websites and printed material to demonstrate their commitment to working towards health, safety and environmental best practice. Samples of all items featuring BSC's name and/or logo must be submitted to BSC for approval prior to publication. Please contact +44 (0) 20 8741 1231 for details.
18. Member acknowledges that BSC does not in any way endorse Member or Member's products or services. Member shall not at any time expressly or by implication claim that BSC has or will endorse Member or Member's products or services.
19. BSC may withdraw from Member permission to use the members' logo:
- 19.1. At any time with immediate effect upon written notice to the Member if Member is in breach of this Agreement and fails to remedy such breach (if the same is capable of remedy) within seven (7) days of being required by written notice to do so.
- 19.2. At any time upon giving not less than one (1) month's prior written notice to Member.
20. In the event that permission to use the members' logo is withdrawn Member shall immediately cease to make use of and cease to display the member logo and see to it that any stocks of materials bearing BSC's name and logo shall be withdrawn from distribution and destroyed at Member's sole expense. By agreeing to these terms and conditions Member acknowledges that this is reasonable in order to safeguard the rights of BSC.
21. Member shall only use the member logo in connection with the Member's business premises. Where the logo is used on a corporate website, care should be taken to identify only Member's sites with the members' logo.
22. BSC's name and logo may be used only in accordance with BSC's style sheet (provided with the logo)
23. The logo should appear exactly as in the approved code or images provided by BSC. No alterations are permissible.
24. The electronic logo should be hyperlinked to www.britsafe.org and failure to fulfill this requirement may result in withdrawal of permission to use the logo.

Free e-learning places for the British Safety Council Introductory Course in Health and Safety offer

25. Member will receive 100 free places for the British Safety Council Introductory e-course during each Year. BSC shall issue Member with a voucher code with which to access the e-courses. Access to the e-course is only permitted through the Member's account area of BSC's website. Voucher codes are non-transferrable and non-refundable and have no cash value. The voucher code must be used only once to claim the full amount of 100 free e-courses and will be considered fully redeemed at that point. The voucher cannot be used against any other BSC e-courses. E-course not used during the relevant Year cannot be carried forward to subsequent years. Once a learner is registered on the course, this is deemed to be 'used'. Courses used up as an administrative error by Member cannot be recredited or transferred to another learner. This offer is subject to availability and BSC reserves the right to change or withdraw this free Membership offer at any time regardless of the number of courses taken up. Courses cannot be re-sold or used for any direct commercial gain by Member.
26. BSC reserves the right to change these Terms and Conditions and the benefits of Membership at any time. All Membership benefits are non-transferable and exclusively for use by Member.

Law and jurisdiction

27. This agreement will be governed by English Law. The English courts will have exclusive jurisdiction over any disputes arising under this Agreement.

TERMS AND CONDITIONS – SAFETY NETWORK

In order to access most of the features of this Web site you must register with us. On completing the registration request and being allowed access to the Web site ("the Site"), you enter into the Online User Agreement on the Terms and Conditions set out below. Please note that either party can terminate the Agreement at any time.

1. Parties

This Agreement for the provision of the Service is subject to the Terms and Conditions set out in this document and is between British Safety Council of 70 Chancellors Road, London, W6 9RS (Company No. 04618713) ("BSC") and you ("the Customer").

2. Service

2.1. In this Agreement the "Service" means an internet based means of accessing the information and features known as "Safety Network".

2.2. These Terms and Conditions shall also apply to Customer during any trial period.

3. Licence

BSC hereby grants to the Customer a non-exclusive non-transferable licence to access and use the Service subject to these Terms and Conditions.

4. Amendments to the Service

BSC reserves change particular programmes, information and facilities which comprise the Service.

5. Changes to this agreement

BSC reserves the right to add to or change the terms of this Agreement at any time. It is the Customer's responsibility to check the terms on accessing this site.

6. Duration

This Agreement may be terminated by notice with immediate effect by BSC.

7. Permitted Acts

Permitted Acts - use

7.1. In this clause 7:

"Data" means any information available on the Service;

"Extract" means insubstantial extracts from the Data; and

"Work Product" means the Customer's own documents, memoranda, advices, briefs and other materials whether in print or in electronic form created by Customer in the regular course of the Customer's principal business.

7.2. Customer may:

- a) view Data (or parts thereof) on screen;
- b) print Data (or parts thereof);
- c) copy and supply an Extract (whether in hardcopy or electronically) to anyone within the same organisation; and
- d) reproduce an Extract in Work Product and supply in accordance with (c) above.

Permitted Acts storage

7.3. Customer may store (whether in hardcopy or electronically or both) Extracts (which may be incorporated in any Work Product) provided such stored material shall not be stored or used in any form of database whether current or archival the main purpose of which is for the storing and/or providing access to know-how.

Limitations

7.4. Except as expressly permitted by this agreement or as made available to the Customer as part of the functionality of the Service, Customer may not in respect of the Data (or any part thereof) or Extracts ("Material"):

- a) copy, download, store, publish, transmit, transfer, sell or otherwise use the Material in any form or by any means;
- b) re-use, assume, decompile, reverse engineer, disassemble, attempt to discern the source code or interfere in any way with the Material;
- c) modify or make any alterations, additions or amendments to the Material;
- d) combine the whole or any part of the Material with any other software, data or material;
- e) create derivative works from the whole or any part of the Material; or
- f) sell, licence or distribute the Material to third parties or use the Material as a component of or as a basis for any material offered for sale, licence or distribution.

7.5. Customer shall use its reasonable endeavours to keep any Material stored (as permitted under this agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part.

7.6. Customer shall, on notice from the BSC or the copyright holder, immediately erase, delete and destroy all Material in its possession or control.

8. Copyright

The Customer acknowledges that the copyright, trademarks, and all other intellectual property rights subsisting or used in connection with the Service are the property of WOLTERS KLUWER (UK) LIMITED trading as CRONER whose registered office is at 145 London Road, Kingston Upon Thames, Surrey KT2 68R ("CRONER") (or its licensees) or the BSC apart from existing Customer copyrights and trademarks. BSC warrants that it has all necessary rights to permit the Customer to use the Service as set out in this agreement.

9. User name and password

BSC shall provide the Customer with the relevant user names and passwords to the Service. The Customer must not disclose and must procure that the users do not disclose these user names and passwords to any third party.

10. Warranty & Liability

Warranties

10.1. The Service is provided, subject to clause 8 only "AS IS" without warranty of any kind, express or implied, including but not limited to warranties of performance, availability, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currency, timeliness, delays.

Liability

- 10.2. BSC and CRONER shall not be liable to the Customer in contract, tort, delict or otherwise for any direct loss or any consequential loss including loss of revenue business, anticipated savings or profits, loss of goodwill or data howsoever arising suffered by Customer in connection with the Service (whether or not caused by the negligence of BSC or CRONER).
- 10.3. Further BSC and CRONER shall have no liability whatsoever for any liability of Customer to any third party which might arise in connection with the Customer's use of the Service.
- 10.4. None of the terms of this agreement shall operate to:
- exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of BSC and CRONER; or
 - affect statutory rights where this agreement is entered into as a consumer transaction (as defined by the Consumer Transaction (Restriction on Statements) Order 1976 as amended).

Disclaimer

- 10.5. Certain elements of the Service may contain material submitted by third parties or links to third party websites. BSC and CRONER accept no responsibility for the content or accuracy of such material or websites. It is a condition of use that all users accept full responsibility for the content they submit to the site.
- 10.6. Where material can be posted to the Service it is a condition of use of the Service that the user accepts full responsibility for the content they submit. User warrants that they will not post material that is obscene, indecent, objectionable, libellous, in breach of the Official Secrets Act or is racially prejudicial and further that publication of such content will not expose BSC and CRONER to any civil or criminal proceedings. Without limiting the foregoing, BSC and CRONER shall have the right to remove any material from the Service that violates these terms and conditions, or it deems (in its sole discretion) to be otherwise objectionable.
- 10.7. The information provided to Customer by or in relation to the Service (including but not limited to Email Alerts, Helplines, Newsletters) ("Information") constitutes general information about English law. Customer should neither act nor refrain from action, on the basis of such Information. Nothing in the Service or the Information constitutes legal advice. Customers should always consult a suitably qualified lawyer on any specific legal problem. BSC and CRONER disclaims all responsibility for all consequences of Customer acting on, or refraining from acting in reliance on the Information.
- 10.8. The opinions expressed in this Service are those of the individual authors and contributors and not necessarily those of BSC and CRONER.

11. Entire Agreement

- 11.1. This Agreement supersedes any arrangements or agreements made between the parties prior to the signing of this agreement and constitutes the entire understanding between the parties hereto.
- 11.2. If there is any ambiguity or conflict between this agreement and the terms of any other agreement to which the supply of the Service to the Customer is expressed to be subject, then the terms of this agreement shall prevail, but only to the extent of such ambiguity or conflict.

12. Confidentiality and data protection

- 12.1. Customer's data stored using the Service "save" functionality will be kept confidential and only used for the performance of this agreement.
- 12.2. Any personal data collected by BSC and CRONER in the performance of this agreement will be kept confidential and used only for the purposes of performing this agreement and BSC and CRONER will process any such personal data in accordance with the provisions of the Data Protection Act 1998.
- 12.3. BSC and CRONER has in place appropriate technological and organisational measures to protect against unauthorised or unlawful processing, and accidental loss, destruction or damage to Customers personal data.

13. Law and jurisdiction

- 13.1. This agreement will be governed by English Law. The English courts will have exclusive jurisdiction over any disputes arising under this agreement.