



These Terms and Conditions shall be binding on any Consumer purchasing or consuming products and/or services from British Safety Council, a company limited by guarantee registered in England and Wales (No. 04618713) and registered as a charity in England and Wales (No. 1097271) and Scotland (No. SC037998) whose registered office is at First Floor, 10 Queen Street Place, London, EC4R 1BE and shall be subject to change at any time without prior written notice. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the parties.

Your copy. You should retain a copy of these Terms for future reference.

When you buy from us you are agreeing that you have read, understood and agree with the following Terms:

1. Placing your Order and Payment Terms

- a. Placing your order.** At time of placing your order you must ensure that you are a consumer purchasing for personal use and that the product(s), dates and learning option(s) you have selected together with all details provided to us are accurate and that any eligibility criteria which is stated on or linked to/from our website is met.
- b. Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and all information provided at all stages is complete and accurate. There may be a fee later on to correct any errors, particularly with any third party registrations and we will have to pass the prevailing costs on.
- c. Bookings are only confirmed once payment is made.**
- d. Payment terms.** Payment for courses, registration with awarding organisations and where applicable associated assessments and examination fees, must be received in full at the time of booking.
- e. Fees.** Are correct when quoted, but we reserve right to alter them at any time. Prevailing fees on our website www.britsafe.org at the time of placing the order and making payment shall apply. Third party supplier fees such as assessment fees for Awarding Organisations will be payable at their prevailing rate at the time of placing the order for the assessment.
- f. Access to course.** Only when we have received all payment in full, will we issue access details, materials, joining instructions to the learner, register them with relevant awarding organisations and enrol them for examinations or assessments (where they have also been paid for in full), as applicable to the course and mode of study.
- g. Postage of any hard copy materials to non-UK addresses.** May incur an additional fee in line with prevailing postage costs.

- h. If we cannot accept your order.** If we are unable to supply you with the course for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

2. Your responsibilities

- a.** You are responsible for ensuring that:
- i.** you meet any eligibility criteria for that course which can be found either on our website or the website of the relevant Awarding Organisation.
 - ii.** you have access to suitable hardware, software and internet connection as required.
 - iii.** you provide us with all necessary information that we need to contact you and process your order, and that it is accurate and kept up to date with us during your course of study so that we can update you with any changes and relevant information.
 - iv.** you are enrolled for any assessments and examinations, and attend or submit assessments or attend compliance interviews on dates specified. Failure to attend may result in a re-booking or re-sit examination, assessment or other fee. Non-attendance, non-submission may be treated as a failed attempt by the relevant Awarding Organisation and a further fee to complete the assessment at the prevailing rate will be applicable.
 - v.** you familiarise yourself with and follow all the required processes and rules including those of any Awarding Organisation for examinations etc. Failure to do so may result in disqualification from assessment and future assessments with the relevant Awarding Organisation or other sanctions.
 - vi.** you inform us of any access, learning, assessment or other reasonable adjustments or support that you may require during your course of learning if you wish us to work with you to make arrangements and inform the Awarding Organisation. We will always have a confidential conversation with you first if you request it by contacting education@britsafe.org.
 - vii.** you plan and complete your course of study within the time allowed by British Safety Council or the Awarding Organisation.
- b.** While you will be provided with up to date learning materials and text books where applicable at the start of your course of study, and BRITISH SAFETY COUNCIL will provide more up to date electronic versions from time to time, if you wish to acquire copies of any updated third party materials including text books, this will be at your cost.
- c.** British Safety Council is an inclusive training provider. You will always act respectfully towards all staff and fellow learners, and in a manner that ensures your safety and that of others. British Safety Council reserves the right to refuse access or continued access to a course where we believe that the person's conduct is inappropriate, offensive or places the

safety of others at risk. In the event we may an alternative mode of study where possible. No refunds or reimbursements will be due in the event.

- d. BRITISH SAFETY COUNCIL cannot be held responsible for any additional charges, delays, non-achievement of qualification or inconveniences that may be incurred in the event that you do not comply with the above requirements, and no refunds or credits will be due.

3. Our responsibilities

We shall:

- a. provide you quality training and materials with competent tutors and a safe, inclusive and supportive learning environment.
- b. provide the most up to date version of materials and text books where applicable at the start of the course of study, that are accessible and fit for purpose and make available any updated electronic British Safety Council materials relating to and during your course of study.
- c. confidentially discuss any access, learning, assessment or other adjustments or support that you may require during your course of learning if you wish for us to work with you to make arrangements and make reasonable arrangements. Our supporting policies can be found on our website or on request.
- d. provide guidance and assistance on all enquiries including eligibility.

4. If you wish to make any changes

You must notify us in writing at customer.service@britsafe.org.

Once you have placed the Order, the following fees and conditions shall apply:

a. To change dates (where applicable)

- If you notify us 29 or more calendar days before the start date of the course, 10% of the Fees paid will be charged;
- If you notify us 15-28 calendar days before the start date of the course, 25% of the Fees paid will be charged;
- If you notify us 14 or less calendar days before the start date of the course, 100% of the Fees paid will be charged;
- If you do not inform us or do not attend for any reason 100% of the fees will be charged.
- In order to effect changes you must commit to new dates or a mode of delivery, failure to do so may result in increased charges or full fees cancellation.

b. To change mode of Learning or Venue (subject to availability)

- Where we are able to accommodate a change to a mode of learning which is more expensive than what you originally paid we will require you to pay the balance in full between what you paid and the prevailing price(s) on our website, before we can make the changes. There will be no administration charge(s).

- Where the new mode or date is less expensive than what you paid no refund of the difference will be due. Once the change has been made, there may be a charge for any further changes in line with our Terms.

c. Changes that affect third parties

- If the change you request incurs a fee to effect from a third party such as an Awarding Body, we will pass these costs on to you. No changes will be effected until the fee is paid in full.

5. We may have to make changes

- British Safety Council reserve the right to cancel or alter the service, including the course Specification, Awarding Organisation, venues, assessment methodology and mode of learning at any time without liability. No refunds will be due. In the event of a date or time change where applicable, we shall contact you to discuss alternative options and accommodate your preferred option, subject to availability. In the rare event that we are not able to offer you any alternative options we will offer you a refund of fees paid. We will not be responsible for any expenses or losses incurred by you, any liability shall be limited to the amount of fees paid by you.
- Where our courses have to be delayed or cancelled due events outside of our control and/or unforeseen circumstances (force majeure or "Act of God") or it is deemed unsafe to deliver at that time we shall contact you as soon as possible with reasonable alternative options. No claims can be made by either party for failures or omissions which could be considered as a breach of these Terms where the cause of the failure or omission is reasonably beyond the control of either party, including, but not limited to: 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.
- We reserve the right to vary the course title or content from that advertised in promotional materials without liability.
- We reserve the right to change or update recommended or supplied textbooks and resources at any time.
- Awarding organisations may also update specifications, course materials and assessment methodologies from time to time. We will communicate these changes to you.

6. If you Wish to Cancel or Change Your Mind

For consumers buying online or over the telephone, any cancellations following a confirmed booking will be charged a £25 administration fee. However, once materials or textbooks have been dispatched or login and access details have been provided to our digital platform or any content you cannot change your mind and no cancellations or refunds can be offered.

7. Course Content, Materials and Resources and Intellectual Property Rights

- British Safety Council retains all copyright and other intellectual property rights in everything developed by us or anyone we commission or sub-contract both before and during the course or providing the Products and Services, and grant learners a non-exclusive, non-transferable and limited licence to use these materials for the purposes for which they were created.
- The use of the training material is restricted to the learner who shall not copy, share, modify, transmit, publish, distribute, sell, or in any way, exploit the copyrighted materials provided other than for their own individual learning.
- Course materials and resources have been designed and are continually reviewed for the purposes of training and learning and not intended to be relied upon for specific advice.

8. Digital, Distance, Self-paced and Hybrid Learning

- a. If the product(s) include any of the above delivery methods the following specific terms apply:
- i. you will have access for a specified period from the date of purchase with no option to renew or extend, unless otherwise specified for that course, or its component materials. All learning components, tasks and assessments or projects must be completed within this period, after which the course will become unavailable, be deemed completed, the learner deregistered with the Awarding Organisation, any booked assessments cancelled; and a new course will need to be purchased. This information will be found on our website at www.britsafe.org.
 - ii. Each course where applicable shall state the assessments required and the number of attempts (where applicable) allowable or included in the **fee on our website**. A no show or lack of timely submission shall be considered an attempt and may be treated as a failed attempt by the Awarding Organisation.
 - iii. Any additional re-attempts or re-bookings (e.g. due to no show) must be arranged separately at the prevailing rate with British Safety Council or directly with the Awarding Organisation as applicable.
- b. Clause 8 is subject to any external awarding organisation's requirements and any changes they may introduce which affects learners which British Safety Council will inform all registered learners of from time to time.
- c. You may not transfer the course or share it or any resources with another learner, even if the original learner did not start or complete the course.

9. Certificates

- a. Only certificates post successful assessment shall be issued.
- b. All certificates will be digital unless otherwise specified.
- c. Requests for duplicate or replacement certificates may not be possible.
- d. Any replacement certificates will be charged at the prevailing rate, including third party rates.

10. Data Protection

All Data collected shall be processed in line with the [UK General Data Protection Regulation \(UK GDPR\)](#) and the [Data Protection Act 2018](#) and our [Privacy Notice](#). This means that:

- a. We shall only collect and process personal data in accordance with your consent or as required for us to provide, manage or facilitate the provision of the Products;
- b. Ensure only persons authorised by us process such Personal Data, shall be treated in confidence.

11. Governing law

These Terms, and any dispute or claim of whatever nature arising out of or in any way relating to this agreement shall be governed by and construed in accordance with English law.

Terms and Conditions Date: 12.02.25.

