



Safe Haven Training Ltd - Booking Terms and Conditions

1. **Agreement Overview** These terms and conditions govern the relationship between Safe Haven Training Limited (hereafter referred to as "Safe Haven") and the Customer. They replace any prior terms and conditions and are the sole agreement between the parties. All dealings between Safe Haven and the Customer are subject to these terms and conditions, which take precedence over any others.
2. **Amendments to the Terms** Any variations to these terms and conditions or contracts formed under them may only be made in writing by an authorised representative of Safe Haven.
3. **Formation of Contract** A binding contract is formed when Safe Haven confirms its acceptance of the Customer's order for services or goods (the "Contract").

Group Bookings – Invoicing & Payment

4. **Payment Terms for Group Bookings** Depending on your account with Safe Haven, payment may be required at the time of booking, or an invoice will be issued 30 days prior to the service (course start date). The invoice must be paid by the earlier of these two dates: 30 days after the invoice date or 14 days prior to the course start date. For bookings made less than 14 days before the course commencement, payment is required prior to the start of the course.

Open Course Bookings – Invoicing & Payment

5. **Payment Terms for Open Courses** For open courses, payment may be required at the time of booking, or an invoice will be issued 30 days prior to the course. This invoice is due either 30 days from its date or 14 days before the earliest course date, whichever comes first. Payments are considered due from the invoice date, as it secures a reserved seat regardless of attendance.

Cancellation Policy

6. **Customer's Right to Cancel** If the Customer is a consumer, they may cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 up to 14 days from receiving goods or booking a course ("Cancellation Date"). Cancellations must be made in writing via email. For courses starting within 14 days of booking, the

Customer must cancel before the course begins. This does not affect statutory rights.

7. **Returns Policy for Goods** To return goods, the Customer must obtain a Goods Return Number (GRN) by contacting Safe Haven with the invoice number. All returned items must be in their original packaging, unopened, and unused, and returned within 14 days of the GRN's issuance. The Customer is responsible for return shipping costs unless the goods are faulty, damaged, or incorrectly supplied. Upon receipt of returned goods, Safe Haven will issue a refund or account credit.
8. **Course Certification and Payment** Course certificates may be withheld until full payment is received. If a delegate fails a course, no refund will be given, and the full course fee remains payable. No refund is available if a delegate does not attend. It is the Customer's responsibility to ensure delegates are booked on and attend the correct courses.
9. **Booking Cancellations** To cancel a booking, the Customer must notify Safe Haven in writing via email. Telephone cancellations are not accepted. If cancellation is received more than 10 working days before the course start date, a refund will be issued. If cancellation is less than 10 working days before the course, the full course fee remains payable with no refund given. Special provisions will be taken into consideration.
10. **Transfer of Open Course Bookings** Customers may transfer a booking to another course date, provided they give at least 10 working days' notice in writing. Only one transfer is permitted. Telephone cancellations or transfers are not accepted.
11. **Substitution of Candidates for Open Courses** Customers may substitute candidates for open courses before the course start date. Requests for substitutions must be made in writing, providing the booking reference and names of the original and substitute candidates. An updated confirmation will be issued once the change has been processed.
12. **VAT and Pricing** Unless otherwise specified, all prices are exclusive of VAT, which will be applied at the prevailing rate.
13. **Interest on Overdue Payments** Safe Haven reserves the right to charge interest on overdue invoices under the Late Payment of Commercial Debts (Interest) Act 1998, in addition to any reasonable expenses incurred in pursuing the debt.
14. **Title to Goods** Ownership of goods passes to the Customer once payment is made in full. Until full payment is received, Safe Haven reserves the right to enter the Customer's premises to inspect or recover unpaid goods.

15. **Risk of Loss** Risk of loss transfers to the Customer upon delivery of the goods. All delivery times are estimates, and Safe Haven is not liable for delays.
16. **Inspection of Goods** The Customer is responsible for inspecting goods upon delivery and must report any defects within seven days. Defective goods reported within this period will be repaired or replaced at Safe Haven's expense.
17. **Limitation of Liability** Safe Haven is not liable for death or personal injury caused by negligence, breach of implied terms under the Sale of Goods Act 1979, or fraud. Additionally, Safe Haven is not responsible for any indirect or consequential loss or failure to perform due to events beyond its control.
18. **Course Amendments** Safe Haven reserves the right to cancel or modify course dates, times, content, or venues. Every effort will be made to offer reasonable alternatives or a refund of the course fee, but no further compensation will be provided.
19. **Customer Indemnity** The Customer agrees to indemnify Safe Haven for any losses or expenses incurred due to inaccurate information provided, mistakes in the order, or failure to follow Safe Haven's guidelines.
20. **Termination of Contract** Safe Haven may cancel any outstanding contracts without liability if the Customer becomes insolvent or ceases business operations. Any outstanding payments will become immediately due.
21. **Dispute Resolution** If disputes arise that cannot be resolved, either party may refer the matter to mediation, with a mediator appointed by mutual agreement or by a relevant body if no agreement is reached.
22. **Notices** Notices under these terms must be served in writing via registered post or facsimile to the recipient's principal office.
23. **Third Party Rights** No third party has the right to enforce any terms of this Contract under the Contracts (Rights of Third Parties) Act 1999.
24. **Governing Law** These terms and conditions are governed by English law, and both parties submit to the exclusive jurisdiction of the English courts.

Certification and Accreditation

25. **First Aid Requalification** It is the Customer's responsibility to ensure that delegates attending a first aid requalification course hold valid first aid certificates. If Safe Haven discovers that a delegate did not complete the initial training, any requalification certificate will be invalidated.
26. **Accreditation** Certification for courses such as First Aid at Work will be accredited by the relevant body and valid for three years.

27. **Replacement Certification** Electronic replacement certificates are free of charge. Printed replacements incur a fee of £10.00 + VAT. Ofqual certification replacements cost £25.00 + VAT.
28. **Website Pricing** Course prices listed on the website exclude VAT and apply to locations within a 60-mile radius of Safe Haven's base. Additional fees may apply for courses outside this radius or where more sessions are required.
29. **Unpaid Invoices** Certification will not be issued until full payment is received. Interest will be charged on late payments in line with the rates set by the Bank of England, plus an additional 8.5%. Debt recovery costs will also be applied.

These terms and conditions aim to create clarity and transparency for all dealings with Safe Haven Training Limited.