



Protecting your future - today

Safety & Management Solutions (SAMS) - Booking Terms and Conditions

These terms and conditions are split into:

- **Part 1: Training**
- **Part 2: E-Learning**
- **Complaints, Grievances & Appeals**

Part 1: TRAINING

Our terms

1. Definitions

a. When the following words with capital letters are used in these Terms, this is what they will mean:

b. Event Outside Our Control: is defined in clause 7.b;

c. Order: your order for the Training Courses as set out overleaf in the 'Training Booking Form';

d. Training Courses: the training courses and other training related services that We are providing to you as set out in the Order;

e. Terms: the terms and conditions set out in this document; and

f. We/Our/Us: Safety and Management Solutions Limited, a company incorporated and registered in England and Wales with company number 05121151 and whose registered office is at Innovation Centre Medway, Maidstone Road, Chatham, ME5 9FD.

g. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. Our contract with you

a. These are the terms and conditions on which We shall supply the Training Courses to you. These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, in relation to the Training Courses only, these Terms shall apply to the exclusion of any other agreement We have with you.

b. The Order and these Terms constitute the entire agreement between Us and you. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

c. When you sign and submit the Order to Us, this does not mean We have accepted your order for the Training Courses. Our acceptance of the Order will take place as described in clause 2.d. If We are unable to supply you with the Training Courses, we will inform you of this and We will not accept the Order. For example, the dates requested in your Order may no longer be available and we may have to invite you to place a new order on an alternative date.

d. These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.

e. If any of these Terms conflict with any term of the Order, the Order will take priority.

3. Changes to order

a. Following our acceptance of your Order in accordance with clause 2.d, you are not entitled to change your Order without our agreement in writing. We may refuse any request to change an Order.

b. If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 8.

4. Providing the Training Courses

a. We will supply the Training Courses to you at the times and dates set out in the Order and confirmed in our acceptance of the Order pursuant to clause 2.d.

b. We will use reasonable endeavours to provide the Training Courses at the agreed times and dates. However, there may be delays due to an Event Outside Our Control. See clause 7 for Our responsibilities when an Event Outside Our Control happens.

c. We need certain information from you that is necessary for Us to provide the Training Courses, including all the information requested in the template Order form. We will contact you in writing if any additional information is required. If you do not provide Us with this information, or you provide Us with incomplete or incorrect information, We may suspend the Training Courses or part of the Training Courses (e.g. the provisions of food) by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Training Courses under this clause 4.c, this does not affect your obligation to pay.

d. We may have to suspend the Training Courses if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Training Courses while they are suspended under this clause 4.d but this does not affect your obligation to pay for any invoices We have already sent you.

e. If you do not pay Us for the Training Courses when you are supposed to as set out in clause 5.c, We may suspend the Training Courses with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 5.e). We will contact you to tell you this.

f. We will own the copyright, design right and all other intellectual property rights connected to the Training Courses and any training materials, resources and information provided in connection with the Training Courses. You may not reproduce or make copies of any materials or resources provided in connection with the Training Courses without our written consent.

5. Price and payment

a. The price of the Training Courses will be set out in Our price list in force at the time We confirm your Order. These prices include VAT and will be confirmed in our acceptance of your Order.

b. Our prices may change at any time, but price changes will not affect existing Orders that We have confirmed with you.

c. Unless otherwise agreed in writing, **the full payment must be made upon receipt of invoice**. Once payment has been received then full course details will be provided.

d. We shall not be obliged to provide the Training Courses, or we may withhold providing certain parts of the Training Courses (such as a certificate of completion or further training materials) until we receive the full amount.

e. If you dispute an invoice in good faith and contact Us to let Us know promptly after you have received the invoice that you dispute it, the issue can be further discussed to reach a satisfactory conclusion for both parties.

6. Our liability to you

a. We would draw your attention in particular to this clause.

b. We shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profit, loss of business, business interruption, or loss of business opportunity as a result of our failure to comply with these Terms.

c. Subject to clause b, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in

connection with this agreement shall be limited to the aggregate value of the Training Courses specified in the Order (at the date of our acceptance).

d. We do not exclude or limit in any way Our liability for:

i. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

ii. fraud or fraudulent misrepresentation;

iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7. Events Outside Our Control

a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

b. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

c. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

i. We will contact you as soon as reasonably possible to notify you; and

ii. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Training Courses to you, We will restart the Training Courses as soon as reasonably possible after the Event Outside Our Control is over.

d. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Training Courses. Please see your cancellation rights under clause 8. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 8.

8. Your rights to cancel and applicable refund

a. Before We begin to provide the Training Courses, you have the following rights to cancel an Order for the Training Courses:

i. You may cancel any Order for Training Courses within **7** calendar days **from the date of the invoice** after placing an Order by contacting Us. We will confirm your

cancellation in writing to you. **Courses booked and invoiced within 7 calendar days from their start date will NOT be eligible for a refund.**

ii. You may cancel any Order where the Training Courses are affected by an Event Outside Our Control. We will confirm your cancellation in writing to you.

iii. If you cancel an Order under clause 8.a.i or a.ii, We will refund the sums paid by you in respect of the Training Courses cancelled (less any reasonable bank transfer costs).

iv. If you cancel an Order outside of the identified 7 day period then full payment for the order will be required.

v. However, if you cancel an Order for Training Courses under clause 8.a.i and We will tell you where we **have already incurred costs connected to the Training Courses (such as course materials, text books and room booking cancellation costs), you will pay us any costs we reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you.** However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

9. Our rights to cancel and applicable refund

a. We may have to cancel an Order before the start date for the Training Courses, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Training Courses. We will promptly contact you if this happens.

b. If We have to cancel an Order under clause a and you have made any payment in advance for Training Courses that have not been provided to you, We will refund these amounts to you.

i. We may cancel the contract for Training Courses at any time with immediate effect by giving you written notice if you do not pay Us when you are supposed to as set out in clause 5.c.

10. Complaints

Complaints must be made directly to SAMS Ltd via phone, e mail or letter to the details contained in this policy. Initially the complaint can be made over the phone but needs to be supported by an email or letter of complaint detailing the breach within 24 hours of the breach being reported by phone. Our customer service team at 01843 821406 or by e-mailing Us at info@samsltd.co.uk.

11. Information about us and how to contact us

a. We are a company registered in England and Wales. Our company registration number is 05121151 and Our registered VAT number is 794890072. We use 'SAMS'

as a registered trading name and trading logo. Use of the SAMS Logo is subject of copyright.

b. If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01843 821406 or by e-mailing Us at info@samsltd.co.uk.

c. If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Safety and Management Solutions Limited, Elevation Offices, 2nd Floor, 1 Rowes Yard, Manston Business Park, Ramsgate, Kent CT12 5FA or to info@samsltd.co.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

12. How we may use your personal information

13. SAMS Ltd only collect and use information gained from clients and contacts in accordance with the General Data Protection Regulations 2018 (GDPR) and only when:

14. It is necessary to gather, record and use personal data to undertake legitimate business activity – e.g. sending of e mails to provide system log-in details, documents prepared under contractual agreements, the issuing of advice and guidance and general contact around arranging of meetings etc.

15. It is necessary to hold personal and business data of clients, customers and staff to ensure onward delivery of our services and products and accountability purposes

16. The requirement from Course providers to obtain, copy, record and retain personal information from a client's personal data (e.g. driving licences, NI numbers, passports) for the purposes of identification. (includes CITB, NEBOSH, UKATA, etc.)

17. Completed in line with information contained on the ICO

a. We will use the personal information you provide to Us to:

i. provide the Training Courses;

ii. process your payment for such Training Courses; and

iii. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

b. You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

c. We will not give your personal data to any other third party.

14. Other important terms

- a. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- b. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- c. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- d. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- e. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- f. These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Part 2: E-LEARNING

When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined as any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Order: your order for the E-learning Training course(s) will be confirmed within an e mail sent to the e mail address provided. as set out overleaf in the 'Training Booking Form';

Training Courses: the E learning training courses that We are providing to you as set out in the Order;

Terms: the terms and conditions set out in this document;

We/Our/Us: Safety and Management Solutions Limited, a company incorporated and registered in England and Wales with company number 05121151 and whose registered office is at 99 Canterbury Road, Whitstable, Kent CT5 4HG.

Customer: shall be referred to as 'you', the 'customer', the 'purchaser' or the 'client'.

Customer IT skills: It is incumbent upon the customer to ensure that they have sufficient skill and knowledge in the use of computer equipment, the correct equipment including the ability to print off a certificate and that a suitable and sufficient internet connection is available.

When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

If you register for, purchase, access or use one or more of our e-learning products, you are agreeing to comply with and be bound by the following terms and conditions which govern SAMS Ltd relationship with you in relation to our e-learning products. If you do not agree with any part of these terms and conditions, you must not register for, purchase or access any of our e-learning products.

Our contract with you

These are the terms and conditions on which We shall supply the E Learning Training Course(s) to you. These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, in relation to the Training Courses only, these Terms shall apply to the exclusion of any other agreement We may have with you.

The Order and these Terms constitute the entire agreement between Us and you. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

General Terms of Access and Intellectual Property Rights The registration, purchase, access and use of eLearning courses offered by SAMS Ltd is subject to the following terms of access and intellectual property rights:

- When registering for one of our eLearning products, you must provide SAMS Ltd with a valid, active email account at the time of purchase
- The content, information and materials featured in our eLearning products are for the client's general information and use only
- All content, information and materials featured in our eLearning products are the exclusive property of SAMS Ltd

- Reproduction of the content, information or materials featured in our eLearning products is subject of Copyright and its use is prohibited
- The client may not copy, reproduce, recreate, modify, alter, distribute, publish, display, store, post, transmit, revise, decompile, disassemble or reverse engineer any of the content or the products available on this website, directly or indirectly, without the express written permission of SAMS Ltd
- The client not permitted to resell, licence or sublicense for profit or otherwise provide a third party with access to the eLearning products or individual eLearning lessons which are available on the SAMS Ltd website
- The client may not attempt to derive the source code of any of the website's products or services or otherwise use the products or services to develop any other computer programme. Unauthorised use of any of the eLearning products featured on this website will give rise to a legal claim for damages and/or be a criminal offence and lead to prosecution.

Payment Payments can be made by:

- Credit card or debit card via the website or by calling 01843 821406
- BACS Payment against purchase order issued

Delivery policy After a course or suite of courses is purchased, you will **receive an email confirmation of your order and another containing the next steps and instructions to take the course(s).**

Failure to provide **a correct email address will prevent** your licence key and log in details being provided. If you do not receive **instructions** within two hours, please check your SPAM folder to see if it has been diverted there by your SPAM filter. If it is not in your SPAM folder, please email info@samsltd.co.uk and we will resend the login details to you.

If outside of normal working hours additional information is available via 01843 821406 option 1.

Outside of normal working hours SAMS Ltd will make contact as soon as is practicable on the next working day.

The courses allow for the creation an organisation allowing onward distribution to staff.

Access timescale

All courses are available to access at any time after purchase with no time limitations applied.

User accounts SAMS Ltd reserves the right to terminate your access to our eLearning courses without a refund and prohibit access to all of the eLearning content, information and materials if one of your usernames is found to have been shared or misused, or if any abuse of copyrighted material is suspected.

Clients are prohibited from sharing access to an e-learning package with a third party who is not subject to these terms and conditions. The original purchaser is responsible for protection of their own data under the terms of the General Data Protection Regulation 2018 (GDPR) for keeping their login details (i.e. username(s) and password(s)) secure. If a third party who is not subject to these terms and conditions is found to be using a client's login details, the original purchaser's access to SAMS Ltd's eLearning platform will be terminated and the original purchaser will not be entitled to a refund.

User accounts cannot be transferred if the original user has not accessed the learning materials. Requests for a transfer of a user account must be sent to info@samsltd.co.uk quoting the original user's name, the date of purchase and the receipt number.

Refunds, Returns and Cancellations Clients may request a refund only if the purchased eLearning package has not been accessed by any of the allocated users. No refunds will be issued by SAMS Ltd once the eLearning package has been accessed by any of the allocated users.

Refunds will not be given for courses where:

- incorrect information around e-mail addresses have been provided,
- over purchase of a course has taken place or
- the need for the customer to hold the qualification has been negated.
- Where inadequate IT systems or internet connection have been used.

All of the above are regarded by SAMS Ltd as being an error on behalf of the purchaser and therefore outside the control of SAMS Ltd.

Any such requests for a refund must be made within 14 days of the original purchase. No refunds will be provided by SAMS Ltd for requests made after the 14 days.

To submit a request for a refund, the customer must contact SAMS Ltd by sending an email to info@samsltd.co.uk or by applying in writing to Safety & Management Solutions Ltd, Elevation Offices, 1 Rowe's Yard, Manston Business Park, Ramsgate, Kent CT12 5FA

Please provide Licence Key reference (which is provided in the email sent to you upon successful purchase of the course), Full Name, Email Address, Billing Address and Telephone Number in your refund request, along with a copy of your receipt of purchase. You will receive confirmation of your refund via email if and when your refund request is approved by a representative of SAMS Ltd. Refund requests that are submitted by clients more than 14 working days after the original purchase date will not be processed. No exceptions will be made to this policy. After a refund is issued, the client is obliged to destroy all digital copies and physically printed copies of the content, information and materials associated with the eLearning product that he or she has requested a refund for.

Receipts, Billing and Settlement Receipt of purchase is provided online by way of confirmation of order email.

A VAT receipt will be provided on request via e-mail.

It is important that the client prints, saves and maintains a copy of these receipts because the information contained within the receipts will be required if there are any technical or other unforeseen issues in the future that affect your access to the eLearning platform or if you request a refund.

Any information contained within the receipt(s) that is deemed by the client to be incorrect or incomplete must be raised SAMS Ltd via email, writing or telephone within 48 hours of the time of purchase. We will endeavour to rectify the incorrect or incomplete information within 48 hours of receiving a reasonable request from the client.

Privacy and cookie policies SAMS Ltd only collect and use information gained from clients and contacts in accordance with the General Data Protection Regulations 2018 (GDPR) and only when:

- It is necessary to gather, record and use personal data to undertake legitimate business activity – e.g. sending of e mails to provide system log-in details, documents prepared under contractual agreements, the issuing of advice and guidance and general contact around arranging of meetings etc.
- It is necessary to hold personal and business data of clients, customers and staff to ensure onward delivery of our services and products and accountability purposes
- The requirement from Course providers to obtain, copy, record and retain personal information from a client's personal data (e.g. driving licences, NI numbers, passports) for the purposes of identification. (includes CITB, NEBOSH, UKATA, etc.)

We will use the personal information you provide to Us to:

- provide the Training Courses;
- process your payment for such Training Courses; and
- inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

We will not give your personal data to any other third party.

Cookies -- When you create or log into an online account, you agree to our privacy and cookies notice. Otherwise, by continuing to use our websites, content or products and services, you agree to the use of cookies as described in this notice. You should be aware when you access or use our content, products and services, we may collect information from the devices you choose to receive SAMS Ltd

content, products and services using cookies. We use cookies to gather Analytical information about website pages that our visitors use and information to facilitate the operation of our eLearning platform.

Disclaimer

SAMS Ltd do not give any warranty or other assurance as to the operation, quality or functionality of the SAMS Ltd eLearning platform, eLearning packages or individual eLearning lessons, or any of the content, information or materials that are offered within an eLearning product. Our staff and associates reserve the right to not discuss the content, information or materials that are offered within an eLearning product with the client or any organisation. Neither SAMS Ltd nor any third parties provide any warranty or guarantee as to the accuracy, completeness, performance, suitability, timeliness or fitness for any particular purpose of the content, information or materials which are available, directly or indirectly, through the SAMS Ltd eLearning platform. The client must acknowledge that such content, information and materials may contain inaccuracies and errors and we expressly exclude liability for any such inaccuracies and errors to the fullest extent permitted by the laws of England, Northern Ireland, Scotland and Wales. The client's use of any content, information or materials, provided directly or indirectly via the SAMS Ltd eLearning platform, is entirely at your own risk, for which SAMS Ltd shall not be liable. It is your own responsibility to ensure that any of the eLearning products, services and information made available through the eLearning platform meet your specific requirements at the time of purchase. To the fullest extent permitted by the laws of England, Northern Ireland, Scotland and Wales, SAMS Ltd disclaims all responsibility for any damages or losses (including, without limitation: financial loss; damages for loss in business projects; loss of profits; loss of revenue; or other consequential losses) that arise in contract, tort or otherwise from the use of the SAMS Ltd eLearning platform or any content, information or materials referred to in the SAMS Ltd eLearning packages or individual eLearning lessons, or from any action or decision that is taken as a result of using the content, information or materials featured on, or obtained directly or indirectly via, the SAMS Ltd eLearning platform. All of our employees' and / or associates' comments, provided for any reason, whether written or verbally communicated, are also covered by this disclaimer. SAMS Ltd reserves the right to modify any of the content, information and materials featured on the SAMS Ltd eLearning platform and in any eLearning package, product or individual lesson at any time, without prior notice or consent on the client's behalf.

Part 3: Complaints, Grievances, Appeals

Complaints, Grievance and Appeals Procedure for Safety & Management Solutions Ltd

For student and client complaints, grievance and appeals (including GDPR issues) are about the services and training provided and/or skill test(s) outcomes.

Complaints, grievance and appeals on the services provided by SAMS, or on the outcome of skills tests, should be addressed in the first instance to SAMS using the following complaints, grievance and appeals procedure. Complaints, grievance and appeals that cannot be resolved by SAMS may then be referred to the specific service provider for the final adjudication.

In most cases, SAMS will complain/appeal on behalf of the candidate to the service provider.

Written complaints, grievance and appeals may be sent to:

Safety & Management Solutions Ltd Kent Innovation Centre Thanet Reach Business Park Millennium Way Broadstairs CT10 2QQ

OR by email to info@samsltd.co.uk

Verbal complaints and grievances may be made by phone to 01843 821406 or in person to any Safety & Management Solution Ltd staff at the above address.