



Booking Terms and Conditions

1. Definitions

"Delegates" means those people notified by the Customer to BJW Health and Safety Services Limited who will attend the Location to receive the Services.

"Cancellation Charges" means the cost to be paid by the Customer to BJW Health and Safety Services Limited in the event of a cancellation made by the Customer.

"Course Date" means the date agreed between BJW Health and Safety Services Limited and the Customer.

"Confidential Information" means all information in respect of the business of BJW Health and Safety Services Limited including any know-how, and any information marked confidential or which is by its nature clearly confidential, and any other information which, if disclosed, will be liable to cause harm to BJW Health and Safety Services Limited.

"Customer" means the party that contracts with BJW Health and Safety Services Limited for the Services.

"Data Protection Legislation" means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation, the General Data Protection Regulation (EU) 2016/679 and Data Protection Act 2018, all legislation enacted in the UK in respect of the protection of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

"Location" means the place at which the Services will be provided and detailed on the booking confirmation.

"Personal Data" is as defined under the Data Protection Legislation.

"Services" means the services to be provided by BJW Health and Safety Services Limited to the Customer as listed on the booking confirmation, proposal or otherwise agreed.

"Working Days" means any day except a Saturday or a Sunday or any public holiday in England and Wales.

2. BJW Health and Safety Services Limited's Obligations

Subject to the Customer's compliance with these standard terms and conditions, BJW Health and Safety Services Limited shall:

- Use reasonable endeavours to provide the Services at the Location on the Course Date and shall provide the Customer and the Delegates with reasonable access to the Location for the purpose of booking or attending a course.
- Exercise reasonable skill, care and diligence in providing the Services; deliver all Services provided in English.
- Be permitted to assign or subcontract the whole or any part of the Services without the consent of the Customer.

3. The Customer's Obligations

The Customer shall:

- Ensure that the agreed Delegates attend at the Location on the Course Date at the agreed time to receive the Services.
- Ensure that the Delegates are sufficiently competent to receive the Services.
- Comply with, and shall ensure that when at the Location, all Delegates comply with all reasonable instructions of BJW Health and Safety Services Limited and all applicable laws and policies (as may be notified to the Customer or the Delegates from time to time by BJW Health and Safety Services Limited).
- Withdraw any Delegate from attendance at the Location upon the reasonable request of BJW Health and Safety Services Limited.

4. Bookings

Once a booking is made, a confirmation email/diary invitation will be sent to the Customer to confirm the Course Date and relative information for the Service.

5. Cancellation Charges

Each training product has two chargeable elements: the **Course Element** and the **Training Material Element** (where applicable to the training course). If you wish to cancel any course or service, the following charges will apply for each cancellation processed:

Course Element

Notice Given	Charge
7 or fewer calendar days (inclusive)	Full fee payable
8–15 calendar days (inclusive)	50% of course rate

Notice Given**Charge**

16 or more calendar days

No charge

Training Material Element

Where training materials are applicable and required, these will be posted to the Customer's address 7 days prior to the Course Date. If cancellation notice is given 7 calendar days or less before the Course Date, the full cost associated with the provision of training materials will be charged.

6. Change to or Cancellation of Courses or Services

Course contents, prices and dates are correct at the time of going to press.

From time to time, it may be necessary, for reasons beyond our control, to change the content, timing, or price of a course. In cases where it is inadvisable to go ahead with the planned training/consultancy service (e.g. due to force majeure or severe (red) weather/flood warnings being issued), every effort will be made by BJW Health and Safety Services Limited to provide advance notification of any such cancellation.

In the event of a course or service being cancelled, clients will be offered an alternative date, credit note or full refund.

7. Certification

Certification will be processed upon course completion. Electronic copies will be emailed to the Customer once available; physical copies (where appropriate) will then be posted to the Customer's address.

8. VAT

All sums payable under this agreement, unless otherwise stated, are exclusive of VAT and other duties or taxes.

Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to those sums and shall become payable by the Customer at the same time as the Payments.

9. Intellectual Property Rights and Confidentiality

All copyright and other intellectual property rights in all specifications, drawings, illustrations, diagrams, course literature and other documents issued by BJW Health and Safety Services Limited will remain the property of BJW Health and Safety Services Limited and may not be reproduced without permission.

Customers will, and shall procure that Delegates will, keep confidential any and all Confidential Information that they may acquire and shall not use any Confidential

Information for any purpose other than the purpose intended by its disclosure by BJW Health and Safety Services Limited.

10. Data Protection

We are the data controller of all Personal Data you provide when booking or enquiring about a training course. If you provide Personal Data about another person to us, you should provide them with this information concerning the processing of their personal data.

We collect and use this Personal Data to administer your training and comply with any legal obligations (if applicable). We also process the Personal Data, where permitted by law, for business analysis, fraud and crime prevention, and to improve our services. These may involve disclosing your data to third parties such as HMRC and our insurers. In the event of company reorganisation, merger or buy out, it may be disclosed to a different group company.

11. Limitation of Liability

BJW Health and Safety Services Limited does not exclude its liability (if any) to the Customer for a breach of its obligations arising under Section 2 of the Sale and Supply of Goods and Services Act 1982; for personal injury or death resulting from its negligence; under Section 2(3) of the Consumer Protection Act 1987; for any matter which it would be illegal to exclude or to attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

The total liability of BJW Health and Safety Services Limited to the Customer for any reason and upon any cause of action shall be limited to the amount of any Payments and other charges which the Customer has paid to BJW Health and Safety Services Limited under this agreement.

BJW Health and Safety Services Limited will be under no liability whatsoever for any:

- Loss of profit (direct or indirect)
- Loss of revenue, loss of production or loss of business (in each case whether direct or indirect)
- Loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect)
- Loss of data (direct or indirect)
- Loss of anticipated saving or loss of margin (in each case whether direct or indirect)
- Liability to third parties (whether direct or indirect)
- Indirect, special or consequential loss

12. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

For the purpose of this agreement, "**Force Majeure**" means any act, omission, cause or circumstance beyond the reasonable control of either party and shall include but not be limited to war, rebellion, civil commotion, strikes, lock-outs, industrial disputes, fire, explosion, earthquake, volcanic eruption, act of God, flood, drought, or other act or order of any government department, council or other constituted body.

13. Limitation of Provision

In the event of one or more of these terms and conditions, or any part thereof, being invalid, illegal or unenforceable in any respect, such term shall be deemed to be severed from the terms and conditions and the validity, legality or enforceability of the remaining terms and conditions shall not be affected or impaired.

14. Entire Agreement

This agreement constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

15. General Terms

No variation of these terms and conditions will be effective unless agreed in writing by a Director of BJW Health and Safety Services Limited. All terms other than those expressly set out in this agreement are hereby excluded.

These terms expressly exclude any rights afforded to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

16. Law and Jurisdiction

These terms and conditions and any non-contractual obligations arising out of or in connection with them shall be governed in all respects by the law of England. The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).