



Simian Risk Management - Booking Terms and Conditions

1. These are the terms and conditions in which we supply our health and safety training ('Services' or 'Course'). The specifics in relation to the type of training, dates and times are specified on our website.

2. Our Contract with you

- By making a booking for the Services and we have confirmed by email, you accept these Terms and a contract will come into place between us and you. You may be an individual or a business. Where you are an individual booking, you as an individual are responsible for the Course Fees. Where you are a business, you are responsible for the Course Fees for the individual attending the Course.
- We will provide the Services to you on the date and time specified in your confirmation email.

3. Who we are

- We are Simian Risk Management Limited, a company registered in England and Wales. Our company registration number is 05608533 and registered address at Riverside House Kings Reach Business Park, Yew Street, Stockport, Cheshire, SK4 2UD. You can contact us by writing to us at hello@simian-risk.com or by post to our registered office.

4. Payment Terms

- The fees in relation to the Course will be detailed on our webpage at the time of booking ('Course Fee(s)') and payment must be made at the time of booking the Course unless you hold a credit account with us.
- All non-account holder bookings must be confirmed by making a payment using a credit/debit card at the time of booking the Course. Provisional bookings are not available unless otherwise agreed.
- A contract will not come into place until we receive payment of the Course Fees and we have confirmed your booking in writing. If we cannot accept your booking, we will inform you in writing as soon as reasonably practicable and not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for or there is an error in the price or description of the Services.

5. Cancellation by You

- You can always end your contract with us. Your rights depend on what and when you have purchased, and when you decide to end the contract.
- If we are not at fault and you decide to end the contract more than 21 working days prior to the course start date, you will receive a full refund. Cancellations that are made within 21 working days of the course start date will be charged at 100%. Please see also clause 7.

6. Cancellation, Postponement, Amendment or Rearrangement by Simian

- Simian reserves the right at its sole discretion to cancel, alter or re-arrange Courses without liability. Simian will not refund any additional expenses incurred by the Course booker or learner. In such an event as Simian cancelling a Course, learners will be offered alternative Course dates, venues, or a full refund.
- We may end the contract if you break it. We may end the contract for Services at any time by writing to you if:
 - you do not make any payment to us when it is due, and you still do not make payment the earlier of the Course start date or within 7 days of us reminding you that payment is due; or
 - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.

7. Transfer of Course Date or Learner Name Change

- We may permit a transfer to another Course date up to 21 working days before the original Course start date. Such request must be sent to us by email at bookings@simian-risk.com.
- You agree that should we permit you to change the Course date, you or the new learner shall not be refunded the Course Fees should you cancel the new Course.
- At our discretion, we may permit a name change for the Course up to 48 hours before the Course start date. An administration fee will be chargeable. Any such request must be sent to us by email to bookings@simian-risk.com, along with confirmation of the necessary eligibility criteria for the new learner.
- The name change means this contract applies to the new learner. The cancellation requirements at clause 5 and eligibility at clause 12 continue to apply.

8. Failure to Attend/Leaving Prematurely

- Course and other administration fees will not be refunded if the learner fails to attend the Course or leaves the Course prematurely. You understand that

failure to complete an entire training Course will mean that no certificate of completion will be issued, and should the learner wish to complete the Course, they will be required to book onto a new Course and all Course Fees are payable.

9. Our rights to make changes

- We reserve the right to change the Services of minor changes including (1) to reflect changes in relevant law and regulatory requirements, (2) training updates in accordance with the accreditation and awarding bodies and (3) to make minor technical adjustments and improvements. These changes will be to improve your experience of the Services in general.

10. Intellectual Property Rights

- We own or have the relevant licence to deliver the Services (including the materials) to you. We do not permit you to copy, adapt or provide the Services to anyone else for commercial purposes.

11. Card & Certificate Issue

- You must allow a minimum of 21 business days for cards and certificates to be processed and issued after successful Course completion. Completion of such Course is determined by us and the relevant awarding body.
- The issue of cards and certificates is subject to all required evidence being provided before the Course start date. Please refer to our evidence checklist for required forms of evidence before making a booking. Cards and certificates will be issued to the individual/business that paid for the booking.

12. Eligibility

- We accept no liability where we determine you are ineligible for the Course. A full list of eligibility requirements can be obtained at the course specification area of our website, or by emailing bookings@simian-risk.com, prior to agreeing to these Terms. It is your responsibility to ensure that you are eligible to attend the Course. If it is determined that you are ineligible, a refund of the Course Fee will not be made.

13. CITB Grant Claim

- CITB grant payment claims can only be processed if a CITB Employer Registration Number has been supplied at the time of booking, and you complete a personal details form (which we will provide) during their Course induction.
- We are unable to process grant claims for bookings made through training brokers.

14. NVQ & Skills Tests

- NVQ & Skills Tests are not included with the cost of any Part 2 or Advanced courses, unless explicitly stated to the contrary.

15. Data Protection

- We will only use your personal information as set out in our Privacy Policy, which can be found on our website.

16. We are not responsible for delays outside our control

- We are not responsible for delays outside our control. If the Course is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

17. Liability

- We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We, however, are not responsible for any loss or damage that is not foreseeable.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.
- We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. Other Important Terms

- **Transferring Our Rights.** We may transfer our rights and obligations under these Terms to another organisation. We will let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within one calendar month of us telling you about it and we will refund you any Course Fees you have made in advance for Services not provided.

- **Transferring Your Rights.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- **Third Party Rights.** This contract is between you and us. No other person shall have any rights.
- Each of the paragraphs of these Terms is separate. Where any of them are found unlawful, the remaining paragraphs will remain in full force and effect.
- **Delay in enforcing rights.** We may delay in requesting you fulfil your obligations or enforcing our rights under these Terms. The delay does not impact on your obligations or our rights to take steps at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Services, we can still require you to make the payment at a later date.
- **Governing Law.** These terms are governed by English law. You can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can choose either the Scottish or the English courts. If you live in Northern Ireland, you can choose either the Northern Irish or the English courts.