

Terms and Conditions of Bespoke Safety Training & Consultancy Limited

Definitions

Any reference to 'you' or 'company' or 'purchaser' in these terms and conditions includes the person or company or organisation who has booked the course and is a party to the contract. In the case of you also being the student then both will be a party to the contract. Any reference to 'individual', 'student', 'students', 'delegate', 'delegates' in these terms and conditions includes the person or persons planning to attend the course and you will be responsible to ensure the student is aware of these Terms and Conditions & is in agreement with these Terms & Conditions before attending the course(s). Any reference to 'we' or 'BST' shall mean Bespoke Safety Training & Consultancy Limited. Any reference to 'the course' shall mean one or more courses that have been booked with BST by you. Any examination or test marking or assessment or assignment marking or other assessment will hereinafter be referred to as the 'assessment'. Quotation shall include any document supplied by BST indicating the price & summary details of services. Contract shall mean the agreement between BST & the purchaser as specified on the quotation. Should there be any inconsistency between the documents comprising the contract then these terms & conditions shall have precedence.

Course fees

- 1) The course fees will be subject to VAT at the current rate and/or any other applicable tax that the government legislates to be applicable. Tax will be shown on the final charge indicated.
- 2) Course fees do not include any accommodation, meals or drinks unless these have been specifically requested and agreed.
- 3) Normally training is provided at company premises or other agreed facilities.
- 4) All course fees include relevant course notes and / or a reference book or booklet depending on the course type. Supporting literature may be provided on a CD, email or web link.
- 5) There is no reimbursement if you or the student cancel the intended attendance on the course or if the student fails to arrive for any reason. Please see 'Cancellations' below.
- 6) The course fee does not include transport for delegates to and from the venue and you and / or the student need to make arrangements for transport.
- 7) The course fee and the contract between you and BST is based on the quoted date for the delivery of the course and all fees must be settled within 14 days of the invoice date.
- 8) There are no refunds or credits available for leaving a course early or arriving late whether or not that affects certification.
- 9) All courses are certificated for students who have achieved the requirements of the course. Certificates are normally sent in electronic format such as Pdf. Hard copy certificates can be provided on request.

Cancellations

- 10) You and / or the student are entitled to cancel the intended attendance of one or more persons on a course at any time (please see 'Course fees' above). There is no reimbursement of fees for cancellation of one or more persons on a course by you or the company or the aforesaid person.
- 11) If you cancel the course (in part or in full) then the following applies:
 - a) If you cancel the course up to 21 days before the course delivery then you can claim full reimbursement less any administrative costs, disbursements and exam fees paid / incurred etc.
 - b) If you cancel the course less than 21 days from the course delivery but more than 7 days you can claim 50% of the total fees quoted for the course.
 - c) If you cancel the course less than 7 days from the planned date of the course 25% of the total fees quoted for the course can be claimed provided it is more than 48 hours from the planned date of delivery of the course.
 - d) In all cases if course cancellation is made within 48 hours of the intended planned date of delivery then no reimbursement will be made.

If the course has been booked to be delivered in less than 21 days from the time of placing the booking then the appropriate periods will still apply as above.

- 12) BST is entitled to cancel the course as a result of Force Majeure, illness or any other reason and in such circumstances you will have the option of a refund or to transfer the booking to the another agreed date.
- 13) If BST cancels the course for any reason it will not be liable for any other costs you may have incurred whatsoever including transport, accommodation, meals or any other costs as a result of any arrangements you may have agreed or contracted and it is up to you to ensure you have made suitable insurance arrangements to cover any such likely event as a result of cancellation by BST.
- 14) A person, company or organisation or a student who is not a party to this contract will not have any rights under the Contract (Rights of Third Parties) Act 1999 and it is hereby agreed by both parties to the contract that the Contract (Rights of Third Parties) Act 1999 will not apply.
- 14A) There will be no obligation on the part of BST to provide any course notes to anyone who has not attended on the course where those notes refer.

Data Protection

- 15) BST are registered with the Information Commissioners Office for data protection & are required to comply with the provisions of the Data Protection Act (the 'Act') in relation to how we handle any personal data which we obtain from you & / or the student. If an individual does not agree to BST storing & processing their relevant personal information (including picture) we may not be able to complete their assessment and certification and / or store educational records for them.
- 16) Any personal information will only be used in the context of the course and / or training and / or assessment and / or service. We may process all the information we obtain from you and / or the student to enable us to fulfil our contractual obligations to you and / or the student and we may request further information from third parties or disclose your details and / or the student details to other selected parties such as your employer, or other statutory and / or accreditation authority and / or regulatory industry bodies or others and the Institution of Occupational Safety and Health, National Examinations Board for Occupational Safety and Health, Chartered Institute of Environmental Health, as well as BST.
- 17) We may contact you and / or the student to inform you of new courses and / or the expiry of your certificate or related details. Please note that using any web site provided by BST will use cookies (which you agree in using that web site) to help you populate any form to complete, but will not collect any personal data for any other reason. The Data Controller is at the BST registered office & is the Managing Director available at safety.bespoke@gmail.com or Tel 0115 928 4221

Health and Safety

- 18) If you and / or the student have a disability then you and / or the student may need a PEEP (Personal Emergency Evacuation Plan). Please report any disability to the Enrolment & Examinations Manager at BST and advise if you have any difficulty with the normal means of escape on the premises.
- 19) Please make sure you and / or the student have read the notices in the premises and are familiar with the means of escape in an emergency of any type. You will be expected to evacuate the building promptly if an emergency warning is sounded and/or light etc. Please see the Trainer if you are not sure.
- 20) It is expected that the student will act responsibly and not cause stress to any other person and/or not bully another person and/or not swear and/or not use abusive language and/or not behave in a way that could cause danger to any other person and/or cause injury to any other person.
- 21) Any hazards associated with a course will be explained and the control systems and safe working methods will be explained and it is expected that the student will follow these requirements for the health, safety and welfare of themselves and others.
- 22) If the student has any specific health problems or concerns then these must be reported to the Enrolment & Examinations Manager at BST and the Trainer involved. BST will make every effort to meet your needs as a student.
- 23) Please report disabilities and / or health conditions etc that are relevant in advance of your course to the Enrolment & Examinations Manager at BST to enable any arrangements to be made in good time before the start of your course
- 24) If the student fails to comply with the Health and/or Safety requirements in part or in full this may delay your course or you may not be able to attend your planned course.

Certification

- 25) A certificate will be made available for every course attended. If a course is for an external certificate and for whatever reason as the student the standard required is not achieved as set by the external Accreditation body for a certificate then you can apply for an attendance certificate from the BST. Certification cards (with your picture) as proof of passing a course are also available on most courses – these are normally referred to as 'Passports'.
- 26) All courses are certificated for students who have achieved the requirements of the course. Certificates are normally sent in electronic format such as Pdf
- 27) Please note that certificates may not be issued until outstanding sums have been paid with regard to that training and / or assessment.

Meals

- 28) Where we have agreed to arrange the provision of meals, this will be from a menu arranged with suitable caterers. If you have any food allergies or food preferences you must make this clear at least 14 days before the due course date by e mail or telephone to the Enrolment & Examinations Manager at BST. On arrival you must make it known to the Trainer that you are expecting a special meal so that we can ensure that the planned meal is made available to you.
- 29) It is expected that you will adopt good hygiene practice and wash your hands before participating in a buffet type meal or where you could cause cross contamination of food consumed by others. Do not use hand sanitizers in preference to washing your hands for food handling.

Language

- 30) All courses are delivered in English and hence you should ensure that you have a clear verbal understanding of English and that you can read and write sufficiently in English. If you have any concerns then please telephone the Enrolment & Examinations Manager at BST for guidance associated with a particular course.

Law

- 31) This contract is based on UK law and in the event of any dispute it is agreed by all parties to this contract that English law will take precedence in dealing with any dispute. If at any time it is identified that any clause in this contract is partly or wholly in conflict with English law affecting the validity of this contract, then the English law requirements will take precedence for the contract and that affected clause or clauses will be deemed to have been amended accordingly.
- 32) The listing of courses and anything else on a web site or elsewhere is an Invitation to Treat and your selection and payment is an Offer to purchase. The acceptance is only when you have the confirmed booking information from the BST and / or your payment has been accepted. Please note that any automated e mail confirmation of payment and receipt of a booking on a web site is not an acceptance for the contract.

Copyright

- 33) All title and copyright in any course presentation are owned by the BST. The copyright owner, BST, may licence the content of any presentation for the sole use of an authorised purchaser, but any such licence will be in writing and subject to an agreed fee for any such licence.
- 34) Booking a course and / or attending a course does not provide you with any right, or licence, to copy the presentation or deliver the presentation at any other premises and all the material, intellectual property and/or procedures and/or cases remain the sole copyright of BST.
- 35) Any unauthorised copying, editing, exhibition, renting, exchanging, hiring or lending of the content of any presentation or any part thereof is strictly prohibited and any such action establishes liability for civil action and may give rise to criminal prosecution.

Publications (free to download on the web)

- BST provide a Library Resources on line for customer use and is updated and increased from time to time. All documents are available to download.
- 36) Publications in the 'Library Resources' section or other section on the web which are free to download normally as a Pdf are subject to copyright conditions.
 - 37) Certain products are Crown Copyright material and are reproduced with the permission of the Controller of HMSO and the Queen's Printer for Scotland. This applies to all Acts of Parliament, Statutes and other Regulations etc produced by the HMSO or the OPSI and HSE or other Government department etc and you are bound by those conditions.
 - 38) All products on the web are subject to copyright and by downloading any product from this site you agree to the copyright conditions contained herein.
 - 39) The products for free download on the web are for your own use. They must not be transferred to any other person or company or organisation. They must not be copied to any other web site or onto a computer system providing shared access to the products. You must agree to the Open Government Licence conditions available at <http://www.nationalarchives.gov.uk/doc/open-government-licence/open-government-licence.html>. Except that 'Training Courses' information by BST may be transferred to another person in the company or organisation and may be stored onto a computer system providing shared access to the BST products.
 - 40) The downloaded products from the web must not be sold to a third party.
 - 41) The products you download from the web are as produced by the originator and BST will not accept any responsibility for the accuracy or suitability of the content and make no guarantees about the content of the products.
 - 42) You will normally need to ensure you have Adobe Reader to download the products from the web and no guarantee can be provided on the suitability of the Adobe Reader or the compatibility of the current Adobe Reader to the products available for download. This is something you need to check and ensure you are satisfied you have the correct and suitable software and hardware prior to downloading.
 - 43) The downloadable material from the web is carefully checked for viruses before being uploaded onto the site, however we recommend that, as an extra precaution you run your own virus check on each document you download before saving it to your disk or hard drive.
 - 44) BST does not guarantee that any one or more items are up to date in the 'Library Resources' and indeed out of date items will often be retained for historical reference purposes. There is no guarantee that the most up to date products will be in the 'Library Resources'.

Consultancy Contract Services

- 45) Consultancy Contract Services are where you are paying a monthly fee by direct debit for consultancy services. The Consultancy Contract services are normally based on a 1 or 2 year contract with a fixed payment once per month which may be terminated with 3 months prior written notice. The Consultancy Contract Services will also be subject to a separate contract specifying the services provided and costs.
- 46) The level of fee paid each month will depend on the size and complexity of your organisation and distance of travel etc. The monthly fee will be quoted to you at the start of the contract.
- 47) The contract will contain the provisions of the service and the flexibility how you can use the available professional service to meet your needs.
- 48) Once agreed at the start, there will be a visit to your premises and an audit will take place to establish the status of any existing systems etc and produce an action plan to develop and improve systems etc. Specific development recommendations will form part of the service.
- 49) The Consultant is a Chartered Safety and Health practitioner with the Institute of Occupational Safety & Health and is registered with the Occupational Safety & Health Consultants Register (OSHCR) as a minimum. The Consultant will also have other specific qualifications such as Chartered Construction Manager with the CIOB, Chartered Environmentalist, Incorporated Engineer, Corporate member of the Chartered Management Institute etc.

Consultancy Services

- 50) The Consultant will undertake specific tasks as discussed and agreed with yourselves. The fee for the service will normally be based on a day rate or an agreed fee for a specific service which will normally be notified at the time.
- 51) The Consultant is a Chartered Safety and Health Practitioner with the Institute of Occupational Safety & Health (IOSH) and is registered with the Occupational Safety & Health Consultants Register (OSHCR) as a minimum. The Consultant will also have other specific qualifications such as Chartered Construction Manager with the CIOB, Chartered Environmentalist, Incorporated Engineer, Corporate member of the Chartered Management Institute etc.
- 52) Professional Indemnity insurance is held as well as public and employers liability insurances.

Student Appeal Procedure

The following is the appeal procedure which applies to any examination or test marking or assessment or assignment marking or other assessment (hereinafter referred to as the 'assessment') where you disagree with the final mark or assessment outcome or have any other grievance then you may appeal subject to the following guidelines :-

- 53) Under normal circumstances the matter should have been discussed in the first instance with the Assessor / Tutor concerned but this shall not be a pre-requisite to the requirement of making an appeal.
- 54) The appeal should be made within 21 days of the assessment or outcome having been brought to your notice or within 14 days in the case of any other issue.
- 55) The appeal must be in writing and should be addressed to the Managing Director, Bespoke Safety Training & Consultancy Limited and sent by e mail to safety.bespoke@gmail.com.
- 56) Once the appeal has been received, arrangements will be made for your work and / or assessment or other issue to be reviewed. It is most important that you are clear and precise on exactly which assessment you are appealing about. Wherever possible give the unit number, course number, course title etc, your results and the date when the assessment was taken together with the name of the Assessor / Tutor (if this is known). If you are appealing about some other issue then please provide full details.
- 57) Following receipt of the appeal, the original Assessor / Tutor will be consulted and in appropriate circumstances, you will also be contacted but you may also request a personal discussion with a Director, in your communication of appeal. If a personal discussion is not requested then this may not take place in the appeal procedure, depending on the circumstances.
- 58) Once the initial consultations are complete, the assessment or other issue will then be reviewed and if the marks or other conclusion are to be changed then you will be notified accordingly and the records suitably endorsed.
- 59) Please note that if the appeal enquiry results in different marks to those originally awarded but the outcome is still that you will not achieve the minimum requirements to pass the examination etc then the original marks will remain unchanged on the records unless you specifically request otherwise.
- 60) The outcome of the appeal will be notified to you personally in writing by the Enrolment & Examinations Manager.

Equality and Diversity Policy

- 61) The full policy of BST is available by sending an e mail request to the Enrolment & Examinations Manager at safety.bespoke@gmail.com

Quality Control

- 62) BST have stringent quality control systems in place and many of these systems are provided in specific policies and can be provided on e mail request to the Enrolment & Examinations Manager at safety.bespoke@gmail.com
- 63) Bespoke Safety Training & Consultancy Limited are accredited (or licenced) by certain education organisations which include for example: The Chartered Institution of Occupational Safety and Health (IOSH). These organisations also carry out audits of BST and specific requirements for quality control.
- 64) The OSHCR have competency standards with annual checks on registered consultants.

Identity requirements

- 65) You will normally be required to provide proof of your identity on most courses as a condition of certification and typically this is satisfied with a UK passport or some other identity that includes your picture. If you have special circumstances or are not a UK citizen then please ask and alternatives will be discussed to prove your identity. Normally your photograph will also be taken for identity and also production of certification cards for a course you have passed.

Intellectual property

- 66) Any Intellectual Property Rights (IPRs) arising from the work undertaken by BST in connection with the contract shall vest in BST.