

RISK SUPPORT SERVICES LTD
TERMS AND CONDITIONS
FOR THE SUPPLY OF TRAINING SERVICES

1. Definitions

The following terms shall have the following meanings:

- 1.1. **“RSS”** means Risk Support Services Ltd.
- 1.2. **“Agreement”** means these terms and conditions and (i) Booking Form, (ii) Proposal or (iii) Email.
- 1.3. **“Booking”** means the booking request, via email, phone or booking form, to RSS from the Client or Delegate.
- 1.4. The **“Client”** means the person, company or other legal entity identified in the Booking Form, Proposal or Email.
- 1.5. **“Delegate”** means the members of the Client’s staff or individuals who are to receive the Training Services as set out in the Booking Form, Proposal or Email.
- 1.6. **“Training Services”** means the training requirements set out in the Booking Form, Proposal or Email.
- 1.7. **“Personal Data”** means the data which relates to a living individual who can be identified from that data and other information which is provided to RSS by the Client. All personal data is stored securely.
- 1.8. **“Trainer”** means the person delivering the Training Service.
- 1.9. **“Training Location”** means the place at which the Training Services are to be held.

2. Training Services and Location

- 2.1. RSS shall provide Training Services in accordance with these terms and conditions.
- 2.2. Up until 72 hours before the Training Service is due to commence, RSS may, by notice in writing, alter the Training Location provided that the new location is within 5 miles of the original.
- 2.3. Training delivered at a location organised by the Client must be suitable and meet the Awarding Body’s standards.

3. Terms of Payment

- 3.1. The Invoice for Training Service to be received will be issued at the time of booking.
- 3.2. All course fees are subject to the current rate of VAT.
- 3.3. Payment of the course fee is due immediately and must be settled before the course start date.
- 3.4. Invoices not paid within terms are subject to a 0.85% monthly interest charge. The Client agrees that this is a substantial remedy in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 3.5. Should the Invoice not be settled prior to the Training Service being delivered, RSS reserve the right to refuse the Client on the course.

4. Training Services

- 4.1. The indication of course availability and location shown on the RSS website is for general guidance and does not form any part of a contract. Please contact RSS before making any travel or accommodation arrangements as RSS will not be liable for any action that you may take in reliance on the information.
- 4.2. It is the responsibility of the Client to ensure that the Delegate(s) meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

- 4.3. With regards to first aid courses, the duties of a first aider can be physically demanding. All Delegates must be:
- 4.3.1. physically able to provide colleagues with first aid, e.g., able to kneel on the floor and administer cardio pulmonary resuscitation (CPR), in line with the Health & Safety Executive's (HSE) Approved Code of Practice;
 - 4.3.2. free from any condition that will affect their participation in the course and their capability to carry out the duties of a first aider;
 - 4.3.3. 16 years old or above.
 - 4.3.4. Delegates who are unable to meet the above requirements or fail to meet the pre-set assessment criteria for the course will not be awarded a certificate and will not be able to act as first aiders in the workplace.
 - 4.3.5. Recertification
 - 4.3.5.1. It is the responsibility of the Client to ensure that the Delegate(s) attending a first aid recertification course hold proof of a current (in date) first aid at work certificate which is valid for the duration of the re-certification course being attended.
 - 4.3.5.2. A copy of the current (in date) first aid at work certificate which is valid for the duration of the re-certification course being attended must be supplied to RSS at the time of booking the re-certification course.
- 4.4. RSS welcome students with disabilities but it remains the Client's responsibility to ensure they are appropriately supported in their workplace. RSS should be provided in advance (and for setting up purposes) notification of any assistance that a Delegate is likely to need during the running of the course.
- 4.5. All courses are delivered solely in English, and all Delegates must be sufficiently proficient in the English language to attend a course.
- 4.6. The Client acknowledges that if a Delegate arrives late for a course or is absent from any session, RSS reserves the right to refuse to accept the Delegate for training, if it decides in its sole discretion that the delegate will gain insufficient knowledge or skill in the time remaining. In such cases, the full course fee remains payable.

5. Cancellation, Transfers and Substitutions with respect to Training Services

- 5.1. RSS reserves the right to cancel or arrange an alternative date for a course. In such circumstances, RSS will endeavor to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but RSS shall not be liable for any other loss or expense arising.
- 5.2. The Client may cancel the course booking by notifying RSS in writing by acknowledged email or by recorded delivery as soon as reasonably practicable. The Client shall also be deemed to have cancelled the course booking if the Delegate does not attend. The Client shall be liable to pay a cancellation fee as follows:

Scheduled Courses	
Number of Days' Notice	Proportion of Course Fee Payable
0 – 15 Working Days	100%
16 – 25 Working Days	50%
Training delivered at a location organised by the Client	
Number of Days' Notice	Proportion of Course Fee Payable
0 – 25 Working Days	100%

- 5.3. In the event that the Delegate is unable to attend the course booked RSS will endeavor to transfer the Delegate to an alternative course.
 - 5.3.1. If this is requested 26 or more Working Days from the start date of the original course, this can be done at a cost of £50 + VAT (Administration Fee) plus any difference in course price. The original course fee remains payable.
 - 5.3.2. If a transfer is requested within 26 Working Days, then the cancellation fee above shall be payable. The original course fee remains payable.
- 5.4. RSS will endeavor to accommodate requests by the Client to substitute one Delegate for another but is under no obligation to do so. Such requests are subject to the replacement Delegate meeting the pre-requisites for the course.
- 5.5. For the avoidance of doubt, E-Learning (Online) courses are:
 - 5.5.1. Included as a Public Scheduled Course and upon course materials and access to the E-Learning course being granted to the Client, 100% of the Course Fee is payable in the event of any cancellation.
 - 5.5.2. Course materials and access are allocated to a particular named individual, and such allocation cannot be transferred to any other person.
 - 5.5.3. Where a customer orders a predefined selection of courses at a fixed price (Bundle) the Client may not modify the courses within a Bundle, and may not exchange courses within a Bundle for other courses.

6. Termination

- 6.1. Either party may terminate this Agreement by written notice:
 - 6.1.1. If the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved and / or;
 - 6.1.2. If the other party fails to remedy a material breach of the Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and / or;
 - 6.1.3. If an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the party; and / or;
 - 6.1.4. The other party threatens to cease to carry on business.
 - 6.1.5. Without cause and for this notice to be effective three months from receipt of the written notice by the other party.

7. Credit Rating

- 7.1. RSS reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

8. Freedom of Information

- 8.1. Where the Client is a Public Authority as defined in the Freedom of Information Act 2000 ('the FOIA') it agrees to notify RSS immediately if it receives any FOIA request for information regarding RSS or its business, and it agrees to consult with RSS regarding the application of any exemptions under the FOIA in relation to such request. RSS agrees to cooperate with the Client in relation to the FOIA.

9. Force Majeure

- 9.1. Neither party shall be liable for any failure or delay or for the consequences of any failure or delay in performance of its duties if it is due to any event beyond its reasonable

control including, without limitation, acts of God, war, protests, fire, flood, storm, explosion, an act of terrorism and national emergencies.

10. Data Protection

- 10.1. The Parties acknowledge for the purposes of the Data Protection legislation, the Client is the Controller and RSS is the Processor (unless otherwise specified within a Schedule of Processing Personal Data).
- 10.2. The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow RSS at all times to perform the Training Services without infringing any third-party rights.
- 10.3. RSS warrants to the Client that it will only use the Personal data for the purposes of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal data. Furthermore, RSS will destroy the Personal data upon written demands from the Client where possible, and further, that it has in all respects complied with its obligations under the Data Protection Act 2018 and any amendments to or reenactments thereof.

11. Intellectual Property

- 11.1. All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in RSS and the Client shall execute any document necessary for this purpose.

12. Non-Solicitation

- 12.1. The Client shall not during the term of this Agreement and for six months thereafter, entice or solicit for employment with it, or any other entity, any trainer or employee who has engaged to provide the Training Services.

13. Entire Agreement

- 13.1. This Agreement sets out the entire Agreement between the Parties in relation to the subject matter hereof and supersedes all previous arrangements, Agreements and representations whether written, oral or implied between the Client and RSS relating to the Training Services.

14. Agreement Amendments

- 14.1. Any amendments to this Agreement shall be in writing.

15. Effectiveness

- 15.1. This Agreement shall be effective upon signature by the Parties or by requesting Training Services from RSS via email, phone or booking form.

16. Third Parties

- 16.1. Third Parties have no rights under the Contract (Rights of Third Parties) Act 1999, or any amendment to, or reenactment of it, to enforce any provision of this agreement.

17. Law

- 17.1. This Agreement shall be governed by English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

18. Company Information

Risk Support Services Ltd is registered in England and Wales. Reg. No. 09297505

Trading Address:

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Telephone: 0330 332 7969

Email: risk@risksupportservices.co.uk

Registered Address:

DSG Chartered Accountants, Castle Chambers, 43 Castle Street, Liverpool L2 9TL