

TERMS AND CONDITIONS POLICY

POLICY STATEMENT

1. DEFINITIONS

"Policy" means these terms and conditions and the following Policy Statement.

(i) the Booking Form and Mindsafety's acceptance of the Booking Form or (ii) the Quotation or (iii) the Proposal.

"Booking Form" means the booking form issued to the Client by Mindsafety or obtained by the Client from Mindsafety's website (which is applicable only for Training Services).

"Fees" means the Fees for the Training Services set out in the Booking Form, Quotation, the Proposal or the Invoice.

"the Client" means the client identified in the Booking Form Quotation or the Proposal.

"Clause" means a clause in these terms and conditions.

"the Date(s) for the Training Services" means the date(s) upon which the Training Services are to take place as set out in the Booking Form, Quotation or Proposal.

"Delegates" means the numbers of the Client's staff who are to receive the Training Services as set out in the Booking Form, Quotation or Proposal.

"Expenses" means expenses incurred in respect of support, training resources, liability insurance cover, travel and accommodation, wholly and necessarily for the purposes of the training as may be identified in a Quotation or Proposal.

"Personal Data" means the data that relates to a living individual who can be identified from that data or from that data and other information, and which may be provided to Mindsafety by the Client.

"the Trainer or Facilitator" means the person delivering the Training Services.

"the Training Location", "Venue" or Training Venue" means the place at which the Training Services are to be provided by Mindsafety as set out in the Booking Form, Quotation or the Proposal.

2. TRAINING SERVICES AND LOCATION

2.1 Mindsafety shall provide the Training Services on the Date(s) for the Training Services and in accordance with these terms and conditions.

2.2 The client shall provide a safe, suitable and comfortable training environment for the training to take place, supported by adequate refreshments during breaks and lunchtime periods, as outlined in the timings published, or within the Booking Form, Quotation or Proposal.

3. TRANSFERS, CANCELLATION AND POSTPONEMENT

3.1 If the client identified in the Booking Form, Quotation or Proposal wishes to cancel or postpone training to another date, the following fees shall be due:

Working Days (Monday to Friday excluding Bank and public Holidays), notice of cancellation / postponement prior to the commencement of the Training Services:

% of Fees / Fees becoming due and payable (invoice value including chargeable expenses): -

SURCHARGE RATE 'A'	30 working days & over – No percentage charge of fee value
SURCHARGE RATE 'B'	21-29 working days (Mon-Fri) - 10% charge of fee value
SURCHARGE RATE 'C'	11-20 working days (Mon-Fri) - 40% charge of fee value
SURCHARGE RATE 'D'	6-10 working days (Mon-Fri) - 75% charge of fee value
SURCHARGE RATE 'E'	5 and less working days (Mon-Fri) - 100% charge of fee value

3.2 A substitute delegate may be provided at no cost.

3.3 Notification of any cancellation, transfer or modification must be made in writing to:

The Training Co-ordinator, Mindsafety International Limited

Portland House, 113-116 Bute Street, Cardiff CF10 5EQ,

and notification emailed to info@mindsafety.net

4. DELEGATES

Delegates shall act reasonably throughout the training. Mindsafety may ask a Delegate to leave a course, where, in the opinion of the Trainer / Facilitator, (whose decision shall be final), the Delegate is behaving unreasonably or in a disruptive fashion.

5. FEES AND PAYMENT

5.1 The Fees for Training Services which are illustrated on the Invoice shall be due for full settlement upon 30 days from the date of the training event(s), in accordance with MindSafety's accounting period, unless by special arrangement with the customer.

5.2 Payments outstanding after the due and agreed settlement date could render any published or illustrated discount to be void.

5.3 The Client shall pay all of the Fees without deduction or set-off.

5.4 Sums due for training and services provided are exclusive of Value Added Tax at the prevailing rate, which shall be payable by the Client.

5.5 In the event the Client fails to make payment in accordance with the terms of this Policy Statement, Mindsafety may:

5.5.1 charge interest at the statutory interest rate as specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period, at a rate of 8% above the current Bank of England lending rate, and the sum remained properly due before and after any court judgement; and/or

5.5.2 by notice in writing, will be entitled to suspend supply of the Training Services.

6. LIABILITY AND ITS EXCLUSION AND LIMITATION

6.1 The Fees are determined on the basis of the limits of liability set out in these terms and conditions. The Client may, by written notice to Mindsafety, request Mindsafety to propose a higher limit of liability subject to an increase in the Fees.

6.2 Clause 6 sets out the entire liability of and exclusion thereof by Mindsafety under and/or in connection with this Policy Statement and in respect of breach of this Policy or statutory duty, representations, statements or omission including negligence.

6.3 In no event shall Mindsafety be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

6.4 Subject to Clause 6.5, Mindsafety's liability shall not exceed the Fees.

6.5 Mindsafety and the Client shall indemnify each other against damage to tangible property, whether personal or real, and death or injury to persons to the extent caused by the negligence of the other party provided that:

6.5.1 the other party is immediately notified of any claim and has full power to negotiate and settle any claims;

6.5.2 the total liability of each party to the other for damage to tangible property, whether personal or real, shall be limited to £2,000,000 in respect of each event or connected series of events and an annual aggregate of £5,000,000.

6.6 Each provision of this Clause shall survive independently.

6.7 Nothing in this Policy shall operate to limit or exclude any liability of Mindsafety, which may not be excluded and or limited by law.

6.8 Clause 6 shall apply before and after any training event or services are provided.

7. INSURANCE

The parties shall carry public liability insurance for a minimum amount of two million pounds for each and every claim and shall provide evidence of this cover upon reasonable request.

8. ADVERTISING

8.1 Mindsafety may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 Mindsafety may store the names of the Delegates for the purpose of keeping a record of their training, issuing of any certificates, and advising them of the availability of further courses in the future.

9. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Policy, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it, and shall not utilize any secret or confidential knowledge or information acquired in connection with this Policy Statement to the detriment or prejudice of the other party or use the same for any purposes, save for the purposes of this Policy.

10. DATA PROTECTION

10.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Mindsafety at all times to perform the Training Services without infringing any third party rights. Mindsafety shall not be liable to perform the Training Services to the extent it is unable to, due to a breach of this Clause.

10.2 Mindsafety warrants to the Client that it will only use any Personal Data for the purpose 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, and that it will destroy or deliver up the Personal Data upon written demand from the Client, and further, that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, patents and design arising in connection with this Policy Statement and with any training or services, shall belong to and remain vested in Mindsafety International Limited, and the Client shall execute any document necessary for this purpose.

12. WARRANTY

Mindsafety warrants that in carrying out the Training Services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

13. HEALTH AND SAFETY

The parties shall comply with all applicable health and safety legislation and codes of practice.

16. ASSIGNMENT

This Policy Statement is personal to the Client and may not be assigned by the Client in whole or in part.

17. UNCONTROLLABLE EVENTS

Neither party shall be responsible for any failure or delay in performance of its obligations under this Policy (other than the obligation to make payments of money) due to any uncontrollable events including, act of God, refusal of licence (other than as a result of any act or omission of Mindsafety) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

18. NON-SOLICITATION

The Client shall not during the term of the training or service provision and for 12 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Training Services.

19. ENTIRE POLICY

This Policy Statement sets out the entire Policy agreed by both the parties, and upon the client confirming any training, the clients shall be bound by these Terms and Conditions, with any exclusion to be agreed and recorded in writing.

20. POLICY AMENDMENTS

Any amendments to this Policy Statement shall be made accordance with Policy Change Procedure, and in writing, and dated and signed by an authorized officer.

21. EFFECTIVENESS

This Policy shall be effective upon confirmation by the client that the training or service provision shall go ahead, and/or upon the issuing of a Purchase Order and number issued by the client, or upon the commencement of any training or supply of any services by Mindsafety.

22. THIRD PARTIES

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Policy Statement.

23. LAW

This Policy Statement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

24. ACCEPTANCE OF THESE TERMS AND CONDITIONS

By confirming the booking and arrangement of any training and supportive services from MindSafety, the client agrees to and accepts the terms of this policy statement.

POLICY STATEMENT AUTHORISED FOR AND
ON BEHALF OF MINDSAFETY INTERNATIONAL LIMITED

Signature: 

Name: David Samuel

Position: Managing Director

Dated: 1st January 2023

Mindsafety International Limited

REGISTERED IN THE UK COMPANY NUMBER: 10351363

UK REGISTERED OFFICE:

Portland House
113-116 Bute Street
Cardiff
CF10 5EQ
United Kingdom

BUSINESS PHONE (RECEPTION): 0800 612 4969

GENERAL EMAIL: info@mindsafety.net

WEB ADDRESS: www.mindsafety.net

DUN & BRADSTREET NUMBER: 222033825



Certificate Number: 00131

ISO: 9001, 14001, 45001