

MINDSAFETY TRAINING SERVICES 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/Course Applicant by MindSafety or obtained by the Client/Course Applicant 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/Course Applicant" means the Client/Course Applicant 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/Course Applicant'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/Course Applicant.

"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 MindSafety 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/Course Applicant 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): -

Course Booking Fee

Non refundable

Course Fee

Notice given in writing 28 days+ prior to the event:

**Offer of alternative event date(s)
or 100% refund given within 28 days**

Course Fee

Notice given in writing 27 days or less prior to the event: Non refundable

3.2 A substitute delegate may be provided at no cost (please let us know asap of the substitute delegate together with their email address so we may contact them for registration purposes).

3.3 Notices of any cancellation, transfer or modification must be made to:

The Training Co-ordinator, (Phone): 0800 612 4969, or 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 Checkout/Invoice shall be due for full settlement upon 28 days from the date of the training event(s), in accordance with MindSafety's accounting period.

5.2 Payments outstanding after the due settlement date may surrender the place to a new delegate.

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

5.4 Sums due for training and services provided are inclusive of Value Added Tax at the prevailing rate.

5.5 In the event the Client/Course Applicant failing to make payment in accordance with the terms of this Policy Statement, MindSafety may:

6. 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.

7. DATA PROTECTION

7.1 The Client/Course Applicant 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.

7.2 MindSafety warrants to the Client/Course Applicant 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/Course Applicant, 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.

8. 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/Course Applicant shall execute any document necessary for this purpose.

9. 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.

10. HEALTH AND SAFETY

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

11. ASSIGNMENT

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

12. 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.

13. NON-SOLICITATION

The Client/Course Applicant 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.

14. ENTIRE POLICY

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

15. 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.

16. EFFECTIVENESS

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

17. 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.

18. LAW

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

POLICY STATEMENT AUTHORISED FOR AND ON BEHALF OF MINDSAFETY INTERNATIONAL LIMITED

AUTHORISED AND SANCTIONED BY:

Name : **David Samuel**

Position : **Managing Director**

Dated : **1st August 2024**

