

These terms and conditions ('**Terms**') form part of the legal agreement for the provision of health and safety courses and training (each, a '**Course**') between the person or entity booking the course or training ('**Customer**' or '**you**') and Lycetts Risk Management Services Limited, Milburn House, Dean Street, Newcastle upon Tyne NE1 1PP, company number 10906990 ('**Lycetts**' '**we**' '**us**' or '**our**').

- 1 These Terms are the basis on which we provide our service to you. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide our training services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.
- 2 We have in place a privacy policy a copy of which is available to access and download via our website at <http://www.lycetts.co.uk/privacy-policy-3/> . You should read this policy carefully to understand how we will deal with your data. Where we process your personal data, we will only do so in accordance with our policy.
- 3 Where you provide us with a Delegate's personal data, you must ensure that you do so with their consent and that you have informed them of our identity and the purposes for which their personal data will be processed. You must also provide them with a copy of our privacy policy.
- 4 We recognise that the Customer may either be:
 - (a) a company booking services on behalf of delegates (a '**Company**');
 - (b) an individual booking for themselves in relation to their trade or business (an '**Individual**'); or
 - (c) an individual booking for themselves for reasons wholly or mainly outside their trade or business (a '**Consumer**').

We expressly state where Terms may vary between these types of Customer. In either case, the individual actually attending the training is defined as a **Delegate** in these Terms. It is therefore possible for you to simultaneously be a Customer, an Individual or Consumer, and a Delegate.

- 5 For the avoidance of doubt, where a clause does not expressly specify to whom it applies, it shall apply to all Customers.
- 6 Unless we specify otherwise, these Terms will form the basis for all contracts for the provision of training services with Lycetts.

7 GENERAL

- 7.1 Lycetts accepts orders for Courses through our website (pay online) or via post by submitting an order form to Lycetts at Milburn House, Dean Street, Newcastle upon Tyne NE1 1PP. Following receipt of your order and payment we will issue you with an order confirmation including receipt ('**Booking Confirmation**'). The Booking confirmation will be sent to you by email (if you booked online) or in the post (if you booked by post). Our acceptance of these Terms will take place when we send the Booking Confirmation and received payment in full.
- 7.2 The Booking Confirmation will contain full details of the Course.
- 7.3 If you have not received a Booking Confirmation within 7 days from making an order online or from making an order by post, please contact us on 0191 232 1151.
- 7.4 Lycetts may provide training in conjunction with selected training providers.

7.5 The indication of course availability and location shown on the Lycetts' website or in our brochure is for general guidance and does not form any part of a contract. Please contact us before making any travel or accommodation arrangements as we will not be liable for any action that you may take in reliance on the information.

7.6 You are responsible for ensuring that all information provided in the booking or order is correct and complete.

8 PAYMENT

8.1 Unless otherwise stated, all prices are exclusive of VAT. The total price of the training will be invoiced prior to the training date and this will show the amount of VAT payable.

8.2 Payment must be made at the time of booking if the course is booked online. If a Course is booked via post, payment must be sent at the time of booking by way of cheque.

8.3 Unless previously agreed, we will only deliver the Booking Confirmation and reserve the right to cancel an order if payment is not received when due. We also reserve the right to withhold any accreditation or certification if you attend a course but we have not received your payment in full.

8.4 Prices quoted on our website and in our brochure are correct at the date of publication. Prices may vary due to demand and availability and we reserve the right to amend the prices at any time and without notice. If the price has varied from the published price at the time of your order we will notify you of this and you may agree to the updated pricing or cancel your order at your discretion.

8.5 It is important that you keep a copy of your Booking Confirmation because the information it contains will be required if there are any technical or other unforeseen issues in the future that affect your access to the Course or if you request a refund.

8.6 Any information contained within the Booking Confirmation is incorrect or incomplete this should be raised with us via email, writing or telephone within 48 hours of the time of purchase. We will endeavour to rectify the incorrect or incomplete information as soon as possible after receiving a reasonable request from you.

9 YOUR OBLIGATIONS

9.1 Delegates must provide, unless previously agreed by Lycetts, their own equipment necessary to undertake the course. Any required equipment will be set out in your Booking Confirmation.

9.2 If Lycetts makes available any equipment for use by the Delegate this must not be removed from the training environment. The Customer shall be responsible for the cost of repairing or replacing any damaged equipment or property caused by the Delegate.

9.3 Certificates are awarded at our discretion (in accordance with any applicable accreditation standards), and only to those Delegates who successfully complete the training. Delegates are required to be punctual at all Courses and at all sessions.

9.4 To conform with Health & Safety Executive (HSE) requirements for statutory certificates, attendance at all sessions is mandatory.

9.5 The Customer acknowledges that if a Delegate arrives late for a course or is absent from any session, Lycetts reserves the right to refuse to accept the Delegate for training if we decide (in our sole discretion) that the Delegate will gain insufficient knowledge or skill in the time remaining. In all such cases, no refund will be payable.

9.6 Delegates will behave appropriately at all times on the Course. Lycetts reserves the right to remove any Delegate from their course should their behaviour be deemed inappropriate. In such event, no refund of Course fees or other costs will be made.

10 LYCETTS' OBLIGATIONS

- 10.1 Lycetts will satisfy the requirements of any regulatory or accrediting body with responsibility for and/or authority relating to the Course and/or its content.
- 10.2 Lycetts will provide the Courses with all the care and skill to be expected of a qualified and competent trainer experienced in undertaking services of the same kind. If you believe the services performed fall short of this standard you should contact us in accordance with clause 14 of these Terms (Complaints). We will provide a refund or offer a complimentary place on an alternative equivalent Course where it is found that the Course fell short of this standard.
- 10.3 Lycetts will provide the Delegate with all relevant schemes of work for the qualifications we are delivering to the Delegates as part of the Course. If applicable, we will register the Delegate with the appropriate awarding body or bodies prior to the Delegate undertaking any exam or assessment as part of the Course;
- 10.4 Lycetts will comply with all legislation relation to discrimination and equal opportunities in the provision of the Course.
- 10.5 All Courses will take place at Lycetts' offices at Milburn House, Dean Street, Newcastle upon Tyne NE1 1PP unless otherwise stated in the advertised materials, Booking Confirmation, or as notified to you.

11 ACCESSIBILITY

We are responsive to your requirements so if you have any special accessibility requirements please contact us on 0191 232 1151 so that we can make reasonable adjustments to enable you to get the most from our course, prior notice of at least 1 week is required to enable us to cater for your needs.

12 REPLACEMENT DELEGATES

A place on a Course can be used by a substitute Delegate at no extra charge up to 3 days before the Course start date. If a higher rate is applicable to the substitute attendee, the difference will apply and be invoiced upon notification of the substitution. Please email Richard.Wade@Lycetts.co.uk with details of your Booking Confirmation, the original Delegate and the nominated substitute's details, including name, job title, organisation, email address and telephone number.

13 CANCELLATIONS AND CHANGES

- 13.1 If you wish to cancel a Course booking, you must contact us by emailing Richard.Wade@Lycetts.co.uk or by calling 0191 232 1151. Please include in your email or have with you:
- (a) your order identification number (which is provided on your Booking Confirmation),
 - (b) full name, email address, billing address and telephone number, and
 - (c) a copy of your Booking Confirmation.

You will receive confirmation via email or post of your cancellation and if a refund (or part refund is payable this will be reimbursed by the method of payment you used.

- 13.2 On cancellation you may be entitled to a refund on the following basis:
- (a) More than 21 days before the start date of the Course: full refund
 - (b) Between 14 and 21 days before the start date of the Course: 50% refund
 - (c) Less than 14 days before the start date of the Course: no refund
- 13.3 Lycetts reserves the right, in its absolute discretion and without further liability, to change dates, times and venues or cancel a Course. In the case of cancellation of a Course we will provide a full refund of any fees paid. In the case of a change to the Course details we will notify you of a change by email and/or post. If you are no longer able to attend the Course due to the notified change you should inform us within 48 hours of receiving the notification in which case we will provide you with a full refund.
- 13.4 Our courses are regularly updated and improved and we reserve the right to alter content and change trainers on a Course without notice or liability (provided this does not affect any accreditation).

14 COMPLAINTS

- 14.1 All complaints and claims in relation to the provision of Courses or your booking must be made in the first instance by email to Richard Wade at Richard.Wade@Lycetts.co.uk or by telephone on 0191 232 1151.
- 14.2 Alternatively you can make a complaint to Lycetts' Compliance Manager: by email to complaints@lycetts.co.uk, by telephone on +44 (0)191 232 1151 or in writing to Lycett, Browne-Swinburne & Douglass Limited, Milburn House, Dean Street, Newcastle upon Tyne, NE1 1PP.
- 14.3 Lycetts will endeavour to respond to all complaints as soon as possible. Your complaint will be acknowledged within five working days, advising you who is dealing with the complaint and setting out our complaint handling procedures. You will be advised within eight weeks as to the resolution of your complaint but, if it cannot be resolved within that period, we will keep you informed of progress and the likely timescales involved.

15 LIABILITY

- 15.1 Lycetts does not accept responsibility for Delegates' personal belongings or valuables, for example laptops or communications devices, brought to courses.
- 15.2 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which it would be contrary to law to exclude; and
 - (d) where you are a Consumer:
 - (i) any losses arising from our failure to provide the Course in accordance with the standard set out in Clause 10.2; or
 - (ii) any losses arising from your reliance on any information given by us or an authorised representative prior to making your order, except where expressly excluded in these Terms.
- 15.3 Subject to clause 15.2, our liability to you shall be limited to the price you have paid for the Course.

15.4 We will not be liable for any loss or damage which is not a foreseeable result of us breaking the Terms of failing to provide a Course with reasonable skill and care.

15.5 **Where you are a Company or an Individual:** We will, subject to clause 15.2, under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for, among other things:

- (a) any loss of profits, sales, business, or revenue
- (b) loss of business opportunity
- (c) loss of anticipated savings
- (d) loss of goodwill.

16 **WAIVER**

Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17 **UNFORSEEN EVENTS**

Neither you nor we will be liable to the other for any failure or delay, or for the consequences of any failure or delay, in performance of these Terms if it is due to any event beyond reasonable control and contemplation. This includes, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, explosion, an act of terrorism and national emergencies.

18 **ASSIGNMENT**

We may transfer these Terms to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will inform you in writing if this happens and will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.

19 **THIRD PARTIES**

Nobody else has any rights under these Terms. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.

20 **VARIATION**

These Terms may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that these Terms are varied in the manner specified.

21 **ENFORCEABILITY**

If a court finds part of these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22 DISPUTES

Where you are a Consumer: If you have already submitted a complaint in accordance with Clause 14 of these Terms and you are not happy with the way we have handled your complaint then, in addition to your right to bring a claim through the courts under Clause 23, you may submit a claim for resolution to the European Commission Online Dispute Resolution platform (accessible at <https://ec.europa.eu/consumers/odr/main>).

23 GOVERNING LAW AND JURISDICTION

23.1 These Terms are governed by the laws of England, and any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English and Welsh courts.

23.2 **Where you are a Consumer:** These Terms are subject to English law, but if you live in Scotland you can bring legal proceedings in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English and Welsh courts.