

## CONSTRUCTION HEALTH & SAFETY GROUP (CHSG) TERMS AND CONDITIONS OF BUSINESS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

<b>"CHSG"</b>	means Construction Health & Safety Group with company number 01573103, whose registered office is John Ryder Training Centre, St. Anns Road, Chertsey, Surrey, KT16 9DG
<b>"Conditions"</b>	means CHSG's terms and conditions of supply set out in this document
<b>"Confidential Information"</b>	means any commercial, financial or technical information, information relating to the Services, plans, course contents, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract
<b>"Contract"</b>	means the agreement between CHSG and the Customer for the supply and purchase of Services incorporating these Conditions and the Order
<b>"Customer"</b>	means the person or company who purchases the Services from CHSG and whose details are set out in the Order
<b>"Data Protection Laws"</b>	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject, including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (" <b>GDPR</b> ") and the Data Protection 2018;
<b>"Delegate"</b>	means an individual named or otherwise booked to attend a Training Course
<b>"External Training Course"</b>	means a course held on the Customers' premises and for which the attendance is arranged by the Customer
<b>"Force Majeure"</b>	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving CHSG's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay
<b>"Intellectual Property Rights"</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain

names and all similar rights, including but not limited to information on CHSG's website, and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

<b>"Internal Training Course"</b>	means a course held at the John Ryder Training Centre, Chertsey, Surrey, KT16 9DG
<b>"Location"</b>	means the address(es) for performance of the Services as set out in the Order;
<b>"Order"</b>	means the order for the Services placed by the Customer in accordance with clause 3
<b>"Price"</b>	has the meaning set out in clause 7
<b>"Room Hire"</b>	means an Order for rooms at the John Ryder Training Centre, Chertsey, Surrey, KT16 9DG to be used by third parties
<b>"Services"</b>	means the services set out in the Order and to be performed by CHSG for the Customer
<b>"Training Course"</b>	means an Internal Training Course or an External Training Course
<b>"VAT"</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.2 words in the singular include the plural and vice versa; and
- 1.2.3 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

## 2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to and form part of the Contract between CHSG and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that CHSG otherwise agrees in writing.

2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of CHSG.

2.4 CHSG may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.

### **3. PLACING AN ORDER**

3.1 Each Order by the Customer for a Training Course and/or Room Hire to CHSG shall be an offer to purchase Services subject to these Conditions.

3.2 The person placing an Order shall have the authority to do so either on behalf of the individual or on behalf of the corporate or unincorporated body it represents.

3.3 When the Order has been made the Customer will receive confirmation by email using the email address that the Customer has provided. A copy of this should be retained by the Customer for reference.

3.4 For booking rooms, the Customer must request Room Hire availability dates by e-mail and wait to receive written confirmation. Once the dates have been confirmed by CHSG, the Customer must pay the Room Hire costs in accordance with the invoice.

3.5 CHSG may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until CHSG's written acceptance of the Order pursuant to clauses 3.3 or 3.4. Attendance on the course is confirmed by payment detailed in Clause 8.1.

### **4. CANCELLATION, CHANGES AND TRANSFER OF COURSES UNDERTAKEN BY CHSG**

4.1 The Customer should contact CHSG as soon as possible if any of the details are incorrect or incomplete.

4.2 The Customer must notify CHSG by phone (followed up by email) or in writing as soon as possible of any changes to an Order. Such changes will be accommodated subject to the cancellation charges in clause 6.

4.3 CHSG will use reasonable endeavours to amend any inaccuracies or accommodate any changes. The Customer will be responsible for any costs associated with making such changes as detailed in these Conditions.

4.4 In the unlikely event CHSG cannot accommodate an Order for a Training Course, CHSG reserves the right to offer alternative Services of equal standard and/or certification.

4.5 If at any time CHSG has to cancel or change a booking, CHSG will inform the Customer at the earliest possible date and will offer suitable alternative Services or a refund. This will not apply for minor changes or any changes caused by Force Majeure events as detailed in clause 20.

4.6 CHSG reserves the right to alter the content of the course or to change the trainers if required provided that all trainers are suitably competent and qualified.

4.7 Booked courses can only be transferred to another customer if the Customer sends a written transfer request by email or by post and may be charged additional costs as detailed in clause 6.

4.8 If the Customer submits a written request as detailed in clause 4.7 and the person taking the place of the Delegate meets the required course pre – requisites then no charge will be incurred by the Customer.

## 5. **CANCELLATION AND CHANGES TO ROOM HIRE**

5.1 In the unlikely event a room is not available in accordance with the confirmed Order, CHSG reserves the right to offer an alternative option or a refund. This will not apply for minor changes or any changes caused by Force Majeure events as detailed in clause 20.

## 6. **CANCELLATION POLICY**

6.1 Course fees must be paid prior to the course attendance, unless a written agreement has been signed between the Customer and CHSG prior to the course being attended. Pre-payment can be made via the website. The payment credit/ debit card system is detailed in clause 8.

6.2 If an invoice/contract has been formerly agreed the terms and conditions of payment will be detailed on the invoice.

6.3 If a course is cancelled:

6.3.1 More than 28 days before the start of the course there is no penalty;

6.3.2 14 – 28 days before the start of the course the Customer is liable to pay 40% of the course Price;

6.3.3 Less than 14 days before the start of the course the Customer is liable to pay the full course Price.

6.3.4 Non – attendance on the day of the course will be charged in full.

6.3.5 If any transfer is subsequently cancelled, the course will be charged in full.

6.4 If a Delegate is changed and CHSG accepted such a request for change, the Customer will incur no additional charges.

6.5 If an Order for Room Hire is cancelled less than 14 days before the hire date of the room the Customer is liable to pay 50% of the hire charge.

## 7. **PRICE**

7.1 The price for the Services shall be that as set out on the website at point of sale or the price agreed on the placement of the Order as detailed on the invoice sent to the Customer (the "**Price**").

7.2 All Prices are quoted in £GBP and all training courses and associated documentation are tax exempt (VAT).

7.3 CHSG may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to CHSG of supplying the relevant Services and which is due to any factor beyond the control of CHSG.

## 8. **PAYMENT FOR COURSE BOOKINGS**

8.1 When booking via the website the Client should pay in advance using the Credit or Debit card facility. If the Client has requested an invoice, payment should be made using BACs, CHAPs, credit or debit card. Payment terms for members is 30 days and 7 days for non- members However, attendance on the course can be withheld by CHSG where payment has not been received 24 hours prior to the

course commencing. Unless the Client has a written agreement with CHSG prior to the course regarding invoice terms.

8.2 All other service invoices should be paid on receipt, unless the Client has a written agreement with CHSG regarding invoice terms.

8.3 Certificates and ID cards will only be issued, where appropriate, on successful completion of the course and upon full and final settlement of the total invoice.

8.4 When ID cards or certificates are re-issued due to an error of a Delegate or a Customer, the various prices charged by the certification body are available on request and will be charged through accordingly by CHSG.

## 9. **COMPETENCE AND ACCREDITATION**

9.1 CHSG will ensure that the trainers have the relevant and appropriate accredited trade associations, registered bodies and/or chartered institutes along with the required training qualifications to deliver the training that is being offered.

## 10. **PERFORMANCE**

10.1 CHSG shall not be liable for any delay in or failure of performance of the Services caused by:

10.1.1 the Customer's failure to:

- (a) make the Location available or prepare the Location as required for performance of the Services;
- (b) comply with these Conditions;
- (c) follow any reasonable instructions of CHSG; or
- (d) provide CHSG with adequate instructions for performance of the Services; or

10.1.2 Force Majeure.

## 11. **MEDICAL CONDITIONS (INCLUDING ALLERGIES)**

11.1 If the Customer or a member of the Customer's organisation attending a training course has a medical condition (including allergies) they must inform CHSG at the earliest possible date, so that suitable adjustments can be made.

11.2 If details are not provided at the time of the Order this may mean that the individual(s) may not be able to attend the course. Every effort will be made to accommodate all needs and requirements so far as are reasonably practical.

11.3 If the course is being run at the Customer's site any medical conditions including allergies will be the responsibility of the Customer where the Customer has organised the training to be undertaken.

11.4 If the Customer is using the John Ryder Centre for Room Hire and are organising their own buffets, they are fully responsible for any medical condition information including allergies for their attendees.

## 12. **LIMITATION OF LIABILITY**

12.1 Subject to clause 12.4, CHSG's total liability shall not exceed the sum of the course attended.

12.2 Subject to clause 12.4, CHSG shall not be liable for consequential, indirect or special losses.

12.3 Subject to clause 12.4, CHSG shall not be liable for any of the following (whether direct or indirect):

- 12.3.1 loss of profit;
- 12.3.2 loss or corruption of data or any database;
- 12.3.3 loss of use;
- 12.3.4 loss of production;
- 12.3.5 loss of contract;
- 12.3.6 loss of opportunity;
- 12.3.7 loss of savings, discount or rebate (whether actual or anticipated);
- 12.3.8 harm to reputation or loss of goodwill.

12.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- 12.4.1 death or personal injury caused by negligence;
- 12.4.2 fraud or fraudulent misrepresentation;
- 12.4.3 any other losses which cannot be excluded or limited by applicable law.

### 13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 All Intellectual Property Rights used in connection with the Services including rights in all slides, handouts, supporting material and other documentation created, prepared or produced by CHSG in relation to the Contract shall remain the property of CHSG.

13.2 No reproduction of any part of CHSG's website may be sold or distributed for commercial gain, modified or incorporated into any other work, publication or site.

13.3 Any request for use by the Customer of any of the above must be formerly requested in writing and written consent from CHSG must be received before usage.

### 14. **USE OF THE WEBSITE**

14.1 The Customer must not:

- 14.1.1 use CHSG's website in any way or take any action that causes, or may cause damage to the website or impairment of the performance, availability or accessibility of the website.
- 14.1.2 use CHSG's website in any way that is unlawful, illegal, fraudulent or harmful.
- 14.1.3 use the website to copy, store, transmit, send, use or publish or distribute any material that is linked to computer viruses or other malicious computer software. Nor must the user distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan Horse, Worm, Keystroke Logger, Toolkit or other malicious software.
- 14.1.4 conduct any systematic or automated data collection activities on or in relation to our website without our express written permission.
- 14.1.5 use the website for any other business other than for business associated with CHSG.

- 14.1.6 modify or edit the material on the website except with written permission from CHSG.
  - 14.1.7 sell, rent or sub-licence material from CHSG's website or exploit material from CHSG's website for commercial purposes and/or commercial gains.
  - 14.1.8 attempt interfere, place unreasonable or disproportionate loads on CHSG's website.
- 14.2 If CHSG's website fails to operate, either completely or in part due to viruses, bugs, tampering or unauthorized intervention, fraud or technical failure (beyond CHSG's reasonable control) CHSG reserves the right to prohibit usage of the site and to cancel, terminate, modify or suspend the site.
15. **WEBSITE USE ON BEHALF OF YOUR ORGANISATION**
- If the Customer and/or the Delegate use CHSG's website on behalf of their organisation, the organisation will be bound by these Conditions.
16. **REPORT ABUSE**
- If the Customer or the Delegate learn of any unlawful material or activity on CHSG's website, or any material activity or content that breaches Conditions they must inform CHSG as soon as reasonably practicable by either e-mail or phone.
17. **DATA PROTECTION**
- 17.1 For the purpose of this Clause 17 "**Data Controller**", "**Data Processor**", "**Process**", "**Processed**", "**Processing**", "**Data Processor**", "**Personal Data**" and "**Sensitive Personal Data**" shall have the meanings given to them in the Data Protection Laws.
- 17.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services.
- 17.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in Clause 17.2 in accordance with their respective privacy policies. The parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the EEA, in order to carry out the activities listed in Clause 17.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.
- 17.4 Where and to the extent that CHSG may Process Personal Data for and on behalf of the Customer as part of the Services, CHSG shall be deemed the Processor and the Customer shall be deemed the Controller.
- 17.5 CHSG shall comply with the obligations imposed upon a Processor under the Data Protection Laws and shall co-operate with the Customer and take all such action as are necessary to enable the Customer to comply with its obligations under the Data Protection Laws and shall not perform its obligations under this Contract in such a way as to cause the Customer to breach any of its obligations under the Data Protection Laws, expressly and without limitation:
- 17.5.1 the parties shall agree and document the nature of the processing in accordance with Article 28(3), and otherwise the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the GDPR, any other duties as set out in the Data Protection Act 2018;

- 17.5.2 no Personal Data shall be transferred outside the EEA without the express approval of the Customer and such approval is subject to such further conditions or requirements of the Customer;
- 17.5.3 notification of any security breach, or breach of the Data Protection Laws by the Processor shall be made promptly and no later than twenty-four hours after the Processor became aware of such incident.

## 18. **CONFIDENTIALITY**

- 18.1 The Customer shall keep confidential all Confidential Information of CHSG and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
  - 18.1.1 any information which was in the public domain at the date of the Contract;
  - 18.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
  - 18.1.3 any information which is independently developed by the Customer without using information supplied by CHSG; or
  - 18.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract

## 19. **USERNAMES, PASSWORDS AND ACCESS TO THE WEBSITE**

- 19.1 CHSG's website gives members the ability to use usernames and passwords to access the members' site. Through Google Analytics CHSG will review the performance on a monthly basis.
- 19.2 The training course purchase area of the website gives any Customer the ability to book and pay for courses and other training related materials using user – names, passwords and other codes/devices to gain access. All of the information between the Customer and CHSG is confidential and the GDPR policy is also available on the website.
- 19.3 Any card details used for payment are only held by the card payment operator not by CHSG. The GDPR and confidentiality policy for Stripe (the card processing company) is downloadable off the Stripe website.

## 20. **FORCE MAJEURE**

CHSG shall not have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure.

## 21. **BREACHES OF THESE TERMS AND CONDITIONS**

- 21.1 Without prejudice to our other rights, if the Customer breaches these Conditions or if CHSG reasonably suspect that the Customer has breached these Conditions, CHSG may:
  - 21.1.1 Temporarily suspend the Customer's access to the website;
  - 21.1.2 Permanently prohibit the Customer from accessing the website;
  - 21.1.3 Block the Customer's IP address from accessing the website;
  - 21.1.4 Suspend or delete the Customer's account or accounts.



21.2 If suspended or prohibited from accessing the website the Customer must not take any action to circumvent such suspension or prohibition.

## 22. **TERMINATION**

22.1 CHSG may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

22.1.1 the Customer commits a material breach of Contract and such breach is not remediable; and

22.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach.

## 23. **GENERAL**

### 23.1 **Entire agreement**

23.1.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

23.1.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

23.1.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

### 23.2 **Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, CHSG.

### 23.3 **Assignment**

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without CHSG's prior written consent.

### 23.4 **No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

### 23.5 **Severance**

23.5.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

23.5.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or

modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

### 23.6 **Waiver**

23.6.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

23.6.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by CHSG shall prevent any future exercise of it or the exercise of any other right, power or remedy by CHSG.

### 23.7 **Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it, including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015, and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

### 23.8 **Third party rights**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

### 23.9 **Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### 23.10 **Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).