



TERMS & CONDITIONS

Training contract terms

In these Terms, "we" means BS Security and "you" means the person or business that purchases delegate places on classroom courses at our premises and/or private courses on your premises, as set out in the invoice.

1. Admission

1.1 In order to secure your course you must pay BS Security the appropriate costs in full, or subject to agreement, in part, with the remainder due before the course start date.

1.2 Learners may reserve a place on the course via the website and pay premium price on the day of training course. However a reservation without payment is not a confirmed booking. learners will be allowed to join the training depending on the size of the class room available, if the class room is full, learners maybe asked to attend the following course.

1.3 Where a training course is offered at a discount from our list price, the discounted price offered is subject to payment with booking and availability of places.

1.4 Payment can be made by Visa, MasterCard, cheque or bank transfer. Cheques are payable to BS Securityacademy. Bank transfer details available on request.

1.5 BS SECURITY reserves the right to change prices without notice.

1.6 It is an SIA requirement that candidates must communicate effectively in English, to comply with this regulation the trainer will assess your level of your English before the start of the course, if this requirement is not met you will not be allowed to attend the course.

2. Refunds / Cancellation / Rescheduling

2.1 If an individual learner is unable to attend on the scheduled course date reserved, the candidate should notify BS SECURITY at least 3 business days in advance. If they do so, we will agree an reschedule the course date with the candidate for any course date in the next 6 months, subject to availability.

2.2 If a learner fails to notify us in advance of inability to attend on the course date reserved 3 business days before the course start date, then a rescheduling fee will apply.

Rescheduling charges are as follows:

2.3a for requests received 3 business days or more in advance of the scheduled date of the course, there is only £50.00 fee per course will be applied.

2.3b For notification given less than 3 business days inclusive before the course date, a charge of £100.00 per course will be charged to reschedule.

2.4 In the event of non-attendance where payment has been received, there shall be no refund and in the event of non-attendance where the fee has not been received, the fee will remain due and payable.

2.5 BS SECURITY complies with Consumer Protection (Distance Selling) Regulations 2000 and operates the following refund policy in respect of the cancellation of individual course bookings.

Course cancelled by the candidate - no refund will be given

2.6 We operate a "no refunds" and "no cancellation" policy for our discounted courses offered on the day.

2.7 If a course is run exclusively for a corporate customer - at our training centres, on a customer site or any other alternative venue - the same refund terms apply in the event of cancellation, but an alternative course date can be arranged by agreement.

3. If we change your course

3.1. In the unlikely event it becomes necessary to change your course, in total or in part, we will inform you as soon as is reasonably possible of any necessary changes. You shall have the choice of:

3.1.1. accepting the changed arrangements;

3.1.2. or purchasing another course from us (and paying or receiving a refund in respect of any differences);

3.1.3. or cancelling your course and receiving a full refund of all payments made.

4. Delay or Failure to Perform on our part.

4.1. We shall not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation):

4.1.1. an act of God, explosion, flood, fire or accident;

4.1.2. war or civil disturbance;

4.1.3. strike, industrial action or stoppages of work;

4.1.4. any form of government intervention;

4.1.5. a third party act or omission;

4.1.6. failure by you to give us a correct delivery address or notify us of any change of address.

5. Our liability to you.

5.1. We shall ensure that all services you order from us are in accordance with these terms and conditions and shall be performed by us with all reasonable skill, care and utmost professionalism.

5.2. Where an element of your course is not provided as stated in the course instructions you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with the course content, objectives and guidelines you shall be entitled to:

5.2.1. a full refund of the cost of your course (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you;

5.2.2. or a free course to the equivalent value of the services complained of, where such dates are agreed in writing by us.

5.3. We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:

5.3.1. any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you;

5.3.2. any losses which are not caused by any breach by us; business or trade losses.

5.4. Our entire liability in connection with training services will not exceed the purchase price of the services booked less any amendment charges paid to us.

5.5. Except in relation to death or personal injury caused by our negligence our liability remains, at all times, limited to the value of the services booked, excluding any amendment charges paid to us.

6. Behaviour

6.1 If your behaviour is deemed to be unacceptable or causes damage your course may be terminated and you may be asked to leave the premises. Your application form and contact details will be retained pending further enquiry.

6.2 No whole or part refunds will be made under these circumstances.

7. Results

7.1 Exam papers are marked by an external awarding body, and results are made available in 14 working days of sitting the exam, there may be a further delay in exam results by the awarding body.

7.2 BS SECURITY will not be liable for any kind of loss in case of a delay in result.

8. Examination Re-sit

8.1 In the unlikely event of failing the exam or any part of the exam, candidates may be allowed to retake the exam.

8.2 Learners must contact us on 0208 9658255 to arrange re-sit date, candidates cannot be allowed to appear on the exam day without prior arrangement.

8.3 We will offer the best available date and location for re-sit.

8.4 Exam Fee of £50 will be payable.

9. Your Information

9.1 We shall only store and use the information you supply to us or which is supplied to us for the purposes of carrying out our contact with you and to inform you of other services and offers which we make available from time to time.

9.2 If you do not wish to receive such information, please let us know by: emailing us at courses@bssecurity.com or telephoning us 02089650955; or writing to us at the address noted above.

10. Governing Law and Jurisdiction

10.1 The contract is subject to English law and the exclusive jurisdiction of the English Courts.

11. Information

11.1 BS SECURITY does not represent or warrant that the information on this website will be accurate, reliable, complete or current. BS SECURITY advises you to verify the accuracy of any information on the website before relying on it.

12. Amendments to the Terms

12.1 We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use

the Website you will be deemed to have accepted those changes from the point at which these changes come into effect.

13. Quality of the services

13.1 We will use reasonable skill and care in providing the services to you. We will do so according to the qualification content set out in the agreement. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is given in more detail on the Website). We expect you to take reasonable care to make sure that the course you have chosen will meet your needs.

13.2 We do not make any commitment to you that you will obtain any particular result from your receipt of the services. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the services (unless stated otherwise in the course description on the Website subject to your successful achievement of that qualification).

13.3 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

14. General

14.1 Subject to the terms of any agreement we conclude with you if you enrol on a BS SECURITY course, we reserve the right to withdraw all or part of the Website at any time.

14.2 These Terms, constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services.

14.3 You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

14.4 The agreement between us which is comprised of these Terms and the terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.5 The continued use of the Website following any changes to the Terms will mean that you accept such changes.

14.6 These Terms apply to all contracts for the provision of training services to you to the exclusion of any other Terms specified by you or any of our previous Terms.

14.7 Our failure at any time or for any period to enforce any one or more of these Terms shall not be a waiver of them or a waiver of our right to enforce such Terms in the future.

14.8 Each of the above and below Terms shall be read and construed independently of each other so that if one or more is held to be invalid for any reason whatsoever, then the remaining Terms shall be valid. Further, if any Term is found to be void, but would be valid if some part of it were deleted, then such Term shall apply with such modification as may be necessary to make it valid and effective.

14.9 We shall not be responsible for any failure to perform our obligations due to circumstances beyond our control.