

1.0 DEFINITIONS

- 1.1 "Risktec" means Risktec Solutions Limited and shall include Risktec's legal personal representatives, successors and assigns.
- 1.2 "Customer" means the company, firm or person contracting with Risktec for the supply of educational or training services.
- 1.3 "Student" means the person undertaking the Course.
- 1.4 "Contract" means the Contract formed by the agreement of the Customer to enrol on the Course to be delivered by Risktec.
- 1.5 "Course" means any Training or Education programme in Risk and Safety Management, or any part thereof.
- 1.6 "University" means Liverpool John Moores University.

2.0 GENERAL

- 2.1 All Courses delivered by Risktec will be subject to the following terms and conditions.
- 2.2 Acceptance of the Contract will be deemed to have taken place once full or part payment has been received by Risktec. Unless expressly agreed in writing by Risktec, these Terms and Conditions shall have precedence over any conditions appearing on any acceptance form, or other document or letter from the Customer and any such conditions emanating shall have no effect whatsoever.
- 2.3 Nothing in this contract confers, or purports to confer, on any third party any benefit, or any right to enforce any terms of this Contract.
- 2.4 Risktec shall exercise all reasonable skill, care and diligence in the delivery of the Course. Risktec will not assume any responsibility for the application of the knowledge gained on the Course.
- 2.5 No failure by Risktec to deliver the Course shall give rise to any claim against, or be deemed to be a breach of Contract, if such failure or omission arises from causes beyond the reasonable control of Risktec (Force Majeure) including acts or omissions of the Customer or third parties.

3.0 PAYMENT

3.1 Timeliness

- 3.1a In order to enrol successfully on a Course, full payment must be received by Risktec on or before the published payment deadline.
- 3.1b Customers are responsible for ensuring that their fees are received by Risktec on or before the deadline.
- 3.1c Payment deadlines are strictly enforced to ensure that student registrations can be made with Risktec and the University (where applicable) in time for all students to commence their studies of day 1 of their chosen Course.
- 3.1d Risktec accepts no responsibility or liability for any loss whatsoever resulting from Students not being enrolled on a particular course.

3.2 Payment Methods

Payment can be accepted by bank transfer in a number of currencies, or by debit/credit cards in GBP only.

4.0 LIABILITY OF PARTIES

- 4.1 Risktec shall not be liable for any loss suffered by the Customer, or any other person, or for any damage to any property of the Customer, or of any other person, or for the injury or death of any person, arising from, or in consequence of, delivering the Course, except for loss, damage, injury or death caused by the wilful negligence of Risktec or its employees.
- 4.2 The Customer shall indemnify Risktec against all claims, demands, proceedings, damages, costs (including but not limited to legal costs), charges and expenses which may be claimed from, or payable by Risktec, arising from or in consequence of the delivery of the Course, or the application of knowledge obtained from the Course, except for loss, damage, injury or death caused by the wilful negligence of Risktec or its employees.

5.0 REFUNDS AND CANCELLATIONS

- 5.1 Full or part payment confirms enrolment on a Course. Enrolment is an important and significant commitment by the Customer; it has implications for the Student, Risktec, the University (where

applicable) and other students looking to enrol on the Course. Once a Student has enrolled on a Course no refunds will be given unless the Course is cancelled or postponed by Risktec.

- 5.2 Risktec reserves the right to postpone or cancel a Course should student enrolments be insufficient to make the Course viable, or for any other reason. Should a Course be postponed for longer than six months, or cancelled, then the Customer is entitled to a full refund. Any travel costs incurred are the Student's responsibility, and for this reason we recommend that Students do not make any travel arrangements more than two weeks before the course start date.

5.3 Should the Customer payment be received by Risktec after the published deadline for enrolment on a particular Course then Risktec reserves the right to hold the payment for enrolment on the next available Course. Alternatively, a refund will be made to the Customer at their request, less any reasonable costs and expenses incurred by Risktec as a result of the late receipt and the making of the refund.

5.4 Once a student has enrolled on a Course, transfers to an alternative Course will not be permitted without re-enrolment on the new Course and payment of the appropriate fee.

5.5 Successful enrolment on a Course is no guarantee of a qualification from Risktec or the University (where applicable). Failure to achieve desired outcomes does not constitute grounds for a refund.

6.0 CUSTOMER RESPONSIBILITIES

6.1 On distance learning and blended learning programmes the Student is expected to download the study materials and submit all coursework by the specified deadlines. Failure to do so may result in the Student failing the Course.

6.2 The Student is expected not to plagiarise the work of other persons. Should plagiarism be discovered then the Risktec and University (where applicable) procedures shall apply and may result in the Student failing the Course.

- 6.3 Risktec reserves the right to expel Students from a particular course if they knowingly provide false information to Risktec or the University (where applicable), or behave in an offensive or disruptive way to fellow students or the course tutor.
- 6.4 No refunds will be given in any of the above examples.

7.0 TAXATION PROVISIONS

- 7.1 The Course price is deemed to exclude Value Added Tax (VAT).
- 7.2 To the extent that VAT is properly chargeable on the supply to the Customer of the Course delivered by Risktec under the Contract, the Customer shall pay such VAT, in addition to payments otherwise due.
- 7.3 In addition to 7.2 above, the Customer shall pay all local taxes of a non-UK country, assessed against the delivered Course and shall indemnify and hold Risktec harmless against any and all claims for any such taxes.

8.0 SCHEDULING AND CONTENT

- 8.1 The delivery of any Course is subject to a critical number of students enrolling on that Course. Should the critical level of students not be achieved then Risktec reserves the right to postpone or cancel a particular Course, irrespective of whether any students have enrolled or paid for that Course.
- 8.2 Risktec will make all reasonable efforts to run a Course as scheduled and reschedule postponed Courses as soon as possible. However should this not be possible then a refund will be offered.
- 8.3 Even when a Course is running Risktec reserves the right, when necessary, to reschedule learning activities, to reallocate teachers or to change the content of individual modules. All reasonable efforts will be made to minimise the disruption for students.

9.0 COURSE SUITABILITY

It is the responsibility of the Customer and Student to ensure the Course is suitable for their needs and abilities.

10.0 CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

- 10.1 The training materials have been prepared by and are the property of Risktec. They shall not be reproduced in whole or part, nor disclosed to a third party without the express written permission of Risktec. The training materials have been specifically prepared for the Customers of Risktec and no responsibility to third parties is accepted unless expressly agreed in writing.
- 10.2 The Intellectual Property Rights of any coursework prepared and submitted by Students during the course of their studies shall vest in Risktec.

11.0 DATA PROTECTION

The Risktec group will endeavour to process your personal data lawfully at all times and in accordance with international best practice, especially the European Union's General Data Protection Regulation (GDPR). For further details, please see the [Privacy Policy](#) on the Risktec website.

12.0 FRAUD

Risktec has adopted industry best practice in the identification and prosecution of fraudulent transactions, including money laundering. Applicants to Courses are required to provide identity information. Risktec accepts no responsibility for delays to enrolments arising from any identity or integrity checks which are designed to protect against fraudulent activity.

13.0 LAW

The Contract will be governed by English law and both parties hereby submit to the exclusive jurisdiction of the English Courts.