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.

3.0 PAYMENT
3.1 Timeliness
3.1.1 In order to enrol successfully on a Course, full payment must be received by Risktec on or before the published payment deadline.
3.1.2 Customers are responsible for ensuring that their fees are received by Risktec on or before the deadline.
3.1.3 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 on day 1 of their chosen Course.
3.1.4 Risktec accepts no responsibility or liability for any loss whatsoever resulting from Students not being enrolled on a particular course.

3.2 Payment Methods
3.2.1 Payment can be accepted by bank transfer in GBP, USD or EUR, 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 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.
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.

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.

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.

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.

9.0 COURSE SUITABILITY
9.1 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.

11.0 DATA PROTECTION
The Risktec group will endeavour to process all 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.