

**MK Safety Solutions**  
**Terms & Conditions effective from 1<sup>st</sup> February 2021**

**1. Definitions**

In these Conditions the following expressions shall have the following meanings: “MK Safety” means MK Safety Solutions Ltd.

The “Client” means the person, company or other legal entity identified as providing a request to MK Safety Solutions to supply Services.

“Services” means the goods or services to be provided by MK Safety Solutions to the Client under the terms of the contract and “Services” shall be construed accordingly.

“Confirmation Date” means the date when all the following apply:

- A request to supply Services has been received from the Client by MK Safety Solutions
- MK Safety Solutions has confirmed to the Client that the course or other Services requested are available and the price is correct.
- Payment has been received, or alternative payment method agreed.

“Contract” means the contract between MK Safety Solutions and the Client under which the Services are to be supplied by MK Safety Solutions to the Client.

“Training Provider” means the company delivering a course when this is not MK Safety Solutions.

“Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.

“Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

**2. Scope**

Unless otherwise agreed by MK Safety Solutions in writing prior to agreement by the Client to these Terms and Conditions the Client agrees that the provisions of these Terms and Conditions shall constitute all of the provisions relating to the Services to be provided to the Client by MK Safety Solutions. No other terms and conditions shall be accepted.

**3. Prices**

The price payable for the Services shall be the list price of MK Safety Solutions at the Confirmation Date unless otherwise stated.

MK Safety Solutions reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

All prices are exclusive of Value Added Tax, and this will be charged at the appropriate rate.

#### **4. Terms of Payment**

Where the Services relate to the provision of a training course, payment by cheque, credit card, debit card or bank transfer is required no later than 25 Working Days before the course start date. Special arrangements may be separately agreed in the case of late bookings.

Where Services involve other services or goods, payment is required 5 Working Days prior to delivery or as otherwise agreed in writing.

MK Safety Solutions is entitled to charge interest at 4% per daily basis or part thereof on overdue payments.

Where pre-agreed by MK Safety Solutions payment may be agreed by Purchase Order (from a company based within the UK only). Where payment by Purchase Order is agreed these Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by MK Safety Solutions whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by MK Safety Solutions in writing.

Where an agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

#### **5. Training Courses**

MK Safety Solutions provides training in conjunction with selected Training Providers. To the best knowledge of MK Safety Solutions, these Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. MK Safety Solutions reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.

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

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

MK Safety Solutions will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, MK Safety Solutions and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

#### **6. Course Duration**

Course durations for classroom events and access periods for eLearning products are clearly stated on the website.

All classroom-based courses are run on working days only, unless otherwise stated. On the rare occasion where a training event duration spans a weekend the course will continue the following week. For example, if a 3-day training event commences on a Friday, then the remaining 2 days of training will take place on the following Monday and Tuesday.

## 7. Cancellation, Transfers and Substitutions with respect to Training Courses

MK Safety Solutions reserves the right to cancel or arrange an alternative date for a course. In such circumstances, MK Safety Solutions will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but MK Safety Solutions shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying MK Safety Solutions in writing by acknowledged email or by recorded delivery as soon as reasonably practicable. The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

Public Scheduled Courses:

Number of Days Notice	Proportion of Course Fee Payable
0 – 15 Working Days	100%
16 – 25 Working Day	50%

Customer Specific Courses (for example on Client's site):

Number of Days Notice	Proportion of Course Fee Payable
0 – 25 Working Days	100%

If the delegate is unable to attend the course booked MK Safety Solutions will endeavour to transfer the delegate to an alternative course. If this is requested 20 or more Working Days from the start date of the original course, then the only charges applicable will be an administration fee of £50 (plus VAT) plus any difference in the course price. If a transfer is requested within 26 Working Days, then the cancellation fee above shall be payable.

MK Safety Solutions will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course. In the event of a substitution, the Client shall pay an administration fee of £50 plus any unavoidable costs relating to the change.

For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included as a Public Scheduled Course and upon course materials and access to E-Learning being provided to the Client 100% of the Course Fee is payable in the event of any cancellation.

## 8. Credit Rating

MK Safety Solutions reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and reserves the right to require payment prior to confirming a booking.

## 9. Liability

MK Safety Solutions total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

MK Safety Solutions shall not be liable for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

## **10. Bundling and Bundled Courses**

Where a customer orders a predefined selection of bundled services/courses at a fixed price (Bundle), the provisions of this Clause 10 shall apply except as may be expressly waived (in writing) by MK Safety Solutions in relation to a particular order.

Services/courses within a Bundle are allocated to a particular named individual, and such allocation cannot be transferred to any other person.

The customer may not modify the services/courses within a Bundle and may not exchange services/courses within a Bundle for other services/courses.

Where a customer decides to cancel a Bundle before the first service/course has been booked (and within the 12-month Bundle period) MK Safety Solutions will refund the Bundle cost subject to an administration charge equivalent to 10% of the Bundle price paid.

Each Bundle is valid for a maximum of twelve (12) months. The Client may only use the services/courses within a Bundle during the twelve (12) month period immediately following the date they are ordered, and payment is submitted. Any services/courses within a Bundle that remain unused will expire on the anniversary of the payment date and shall be deemed used with no refund payable.

Some Bundles are provided based on being for selected dates and locations only. A MK Safety Solutions advisor will work with you to arrange a suitable schedule.

MK Safety Solutions reserves the right to cancel, curtail or re-schedule training courses or events, in which case it shall use reasonable endeavours to notify the customer and provide alternatives.

In the event of cancellation by MK Safety Solutions for any reason (including where MK Safety Solutions is no longer able to source the training course requested), MK Safety Solutions shall use reasonable endeavours to find a suitable alternative and where this is not possible shall refund course fees which the customer has already paid in advance in relation to the cancelled course. Please note the refund will be a pro-rated amount of the sum paid for the Bundle which may be less than the usual price of the service/course.

The Company reserves the right to withhold services or provide reduced services if course participants attending on the Client's behalf fail to satisfy course requirements or meet the course prerequisites.

## **11. Force Majeure**

MK Safety Solutions shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If MK Safety Solutions is unable to perform its duties and obligations under this contract as a direct result of one or more such causes MK Safety Solutions shall give written notice to the Client of such inability stating the cause in question.

## **12. Data Protection and Confidentiality**

The policy of MK Safety Solutions with respect to data protection is detailed in these Terms and Conditions, and its Privacy Notice which should be read in conjunction with these terms and conditions of the contract.

Where Services are certified training courses, the Client consents to allow MK Safety Solutions full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist MK Safety Solutions in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it MK Safety Solutions, its Training Provider, or others.

Where Services are distance learning products, then the Client shall abide by all reasonable terms of any licence agreement applicable.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of MK Safety Solutions. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify MK Safety Solutions against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

## **13. Slavery and Human Trafficking Statement**

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing procedures to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains. Our commitment is to act ethically and with integrity in all our business relationships and to implement and enforce effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

We have zero tolerance to slavery and human trafficking. We expect the same high standards from all of our contractors, suppliers and other business partners and we expect our suppliers to hold their own suppliers to the same high standards.

## **14. General**

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by MK Safety Solutions or its Training Providers shall be subject to correction without any liability on the part of MK Safety Solutions.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of MK Safety Solutions.

MK Safety Solutions may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of MK Safety Solutions or its Training Providers.

All parties (including MK Safety Solutions, the Client and the Training Provider) shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with Scottish law and the parties agree to submit to the exclusive jurisdiction of the Scottish courts.

## **16. Company Information**

"MK Safety Solutions " are trading names of MK Safety Solutions Ltd.

Company No: SC449388

Registered Company Address

Mirren Court 3

123 Renfrew Road

Paisley

PA27AA

Telephone 0141 354 1442

Email [info@mksafetysolutions.com](mailto:info@mksafetysolutions.com)