



**Positive Safety Solutions**

## Learner Terms and Conditions

Please ensure You read Positive Safety Solutions Ltd terms and conditions thoroughly as it governs Your use of Positive Safety Solutions Ltd services and limits our liability to You. By enrolling onto a Positive Safety Solutions Ltd course, You have accepted the terms and conditions outlined in this document.

Email: [enquiries@psct.co.uk](mailto:enquiries@psct.co.uk)

### Document control information

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T&C-01	08	26/05/2023	S Nesbitt	Addition of QNUK as an awarding body.

The effectiveness of these Terms and Conditions will be monitored regularly and a formal review will be carried out in line with Company practice, or sooner if required. The results of the review will be reported to the Board of Directors.

## LEARNER TERMS AND CONDITIONS

Ensure You read these Learner Terms and Conditions thoroughly as they govern Your use Our Services and limits Our liability to You. By enrolling on Our Services, You are deemed to have accepted these Terms and Conditions in their entirety.

### DEFINITIONS

In the Terms and Conditions, the following terms shall have the following meaning:

**Application Form** means the eligibility form submitted by You to Us when You apply to enrol or register for a Qualification or Assessment with Positive Safety Solutions Ltd;

**Assessment** means the assessments of practical units and/or examinations which contribute towards Your final Qualification;

**Awarding Organisation** means ProQual, or any other organisation providing accreditation for Qualifications to Positive Safety Solutions Ltd;

**Conditions** means these Learner Terms and Conditions set out below and the Schedules attached thereto;

**Cooling Off Period Notice** means the noticed contained in Schedule 2;

**Fee(s)** means the cost and expense of assessment, examination, the Awarding Organisation registration and sitting fees (where applicable), unless otherwise specified;

**Materials** means any materials, goods, parts or items we need to buy necessarily in order to perform the Services;

**Policies** means Our policies and/or Awarding Organisations as amended, updated or added to from time to time;

**Payment Plan** means a method of scheduled payments of Your Fee as may be agreed by Us at Our sole discretion, further details of which are contained in Schedule 1 to these Conditions;

**Registration Fee** means the fee payable by You when You register to undertake a specific Qualification/Assessment with Us

**Qualification** means the qualification You are attempting to achieve from an Awarding Organisation through the provision of our Services

**Services** means the assessment, qualification and/or course of study we will provide in connection with the Awarding Organisation's requirements and as We agree with You from time to time.

**You** or **Your** refers to You, the student or prospective student for Positive Safety Solutions Ltd Qualifications;

**We, Our** or **Us** refers to Positive Safety Solutions Ltd

### 1. Scope of Terms and Conditions

- 1.1. These Conditions govern Your relationship with Us and the Awarding Organisation which may come into force through any registration or enrolment You commit to through Us.
- 1.2. For the avoidance of any doubt, these Conditions shall set out Our basic obligations and Your obligations and responsibilities which include but are not limited to payment of Our Fees.
- 1.3. When You enrol for Our Services a contract between you and us the Awarding Organisation is not a party to this contract.
- 1.4. A contract between You and Us will come into being in one of two ways:
  - 1.4.1. When You sign the Confirmation of Purchase Form You will enter into a legally binding contract on the date you sign.
  - 1.4.2. Where You and We agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- 1.5. We suggest that before You sign the Confirmation of Purchase Form or orally agree to Us providing the Services You should read through these Conditions. If you have any questions concerning them, please ask us.
- 1.6. You should keep a copy of these Conditions for your records.

### 2. Providing the Services

- 2.1. Once We and You have entered into a legally binding contract and you have made full payment of Our Fee or have made an initial payment under a Payment Plan, We will normally start providing the Services to you straight away or on a date agreed between us without further discussion with You, subject to Your compliance with Clause 7.
- 2.2. Our aim is to always provide you with the Services:

- 2.2.1. using reasonable care and skill;
- 2.2.2. in compliance with commonly accepted practices and standards in Our industry;

### **3. What can happen if we cannot start performing the Services or complete performing the Services**

- 3.1. If We do not start performing the Services within a reasonable period from the date(s) we have agreed or notified then You may choose either to continue to wait until we can start performing the Services or complete performing them or You can cancel the contract.
- 3.2. Where We have started performing the Services and You decide You wish to cancel the contract You will only have to pay for any Services We have provided access to You up to the date of cancellation and for any Materials which we have a legal obligation to pay for. If You have made payment(s) to Us in excess of the amount of Services we have provided access to or Materials we have purchased, we will return the difference to you within 30 days of cancellation.
- 3.3. What is a reasonable period of time depends on the type of Services we will be performing and the length of time they will take to perform.

### **4. Situations or events outside our reasonable control**

- 4.1. In addition, there are certain situations or events which occur which are not within Our reasonable control (some examples are given in clause 4.2). Where one of these occurs We will normally attempt to recommence performing the Services as soon as the situation which has stopped Us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before We can start or continue performing the Services.
- 4.2. The following are examples of events or situations which are not within our reasonable control:
  - 4.2.1. where weather or technical conditions make it impossible or

unsafe for Us to perform any of the Services;

- 4.2.2. if the Materials are not delivered on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
- 4.2.3. where You make a change in the Services you wish Us to perform (and this results in, for example, Us having to do further work or wait for new or different Materials);

### **5. Payment of Fees**

- 5.1. If a third party pays or promises to pay for or sponsors You, it remains Your responsibility to pay the Fees in full in all circumstances.
- 5.2. Our Fees include assessment, examination, the Awarding Organisation registration and sitting fees (where applicable), unless otherwise specified.
- 5.3. The full Fee, the minimum initial payment, or an official purchase order must accompany Your purchase or application for our Services. Where a purchase order is received, the invoiced Fees are payable within 30 days of the date of the invoice.
- 5.4. You may also be liable for further additional fees (including but not limited to a fee for reviewing marks, registration fees, renewal fees and additional administration fees) which may not be set out in Your contract with Us or the Awarding Organisation. We will inform you prior to raising any additional fee.
- 5.5. Any additional fees applied by Your bank or money transfer provider must be covered by You. If this fee is deducted from the amount paid to us, We will invoice You for this amount which then needs to be paid in full.
- 5.6. There are no additional charges applied for paying via Credit Card or International Debit Card

## **6. Payment Plans (Scheduled Payments)**

- 6.1. We may at Our sole discretion offer You a Payment Plan for the payment of Your Fee(s). For the avoidance of any doubt, We may refuse an application for a Payment Plan without having to give You a reason.
- 6.2. Payment Plans offered for qualifications are at Our discretion We reserve the right to change the costs of initial payments and monthly payments periodically. Any Fee or part thereof made under a Payment Plan will not be changed.
- 6.3. Your Qualification advisor may agree Your Payment Plan with You prior to the commencement of Our Services.
- 6.4. Failure to maintain or continue to pay the Fee under the Payment Plan, as agreed, will result in the suspension of Our Services.
- 6.5. Payment Plans can be paid by: Direct Debit, recurring debit card payment or Bank transfer subject to bank charges/ fees.
- 6.6. Any Payment Plan agreed between Us and You will commence on the date Our Services are made available to You.
- 6.7. If We Agree to Your request for a Payment Plan, the completion of Our Services, for example the production and delivery of any qualification will not be made until the Payment Plan has been fully complied with by You.
- 6.8. Any certificates or other documentation or Materials awarded to You as part of Our Services shall remain as Our property until You have fully paid all Fees applicable to the Services. Cancellation of any payment arrangements such as Direct Debit or recurring debit card subscription does not terminate Our contract with You.
- 6.9. If you fail to comply with the terms of the Payment Plan or fail to settle Your Fees, We reserve the right to pursue any monies owed to Us through a debt collection agency and reserve Our right to recover the costs of such recovery from You.
- 6.10. Further details of Payment Plans are included at Schedule 1 for Your reference,

## **7. Enrolment**

- 7.1. Enrolment is for the purposes of identifying You to Us.

- 7.2. We will track Your progress during the provision of Our Services in order to undertake necessary Internal Quality Assurance (IQA) assessments as required by the relevant Awarding Organisation.
- 7.3. You must provide a copy of Your photographic ID to Us within 7 days of Our Services commencing, or as required by any Awarding Organisation.
- 7.4. You will not be enrolled on our Services until We have received Your photographic ID.
- 7.5. When enrolling for our Services You are agreeing to abide by the regulations as set out by the Awarding Organisation.

## **8. Cooling Off Period**

- 8.1. Full details of Your statutory rights regarding any cooling off period is contained in the Cooling Off Period Notice attached at Schedule 2 to these Conditions.
- 8.2. Should You wish to cancel the Services after the 14-day cooling off period, You are liable to pay the full amount of Your qualification purchased and/or the access to the Services that has been made available to You.
- 8.3. In the event that you cancel within your 14-day cooling off period, we reserve the right to make any reasonable deductions from any monies owed to cover costs incurred by Us.
- 8.4. Services whether started or not, are not transferable to any person other than the individual named on the Application Form, entered onto our online learner platform and/or registered with the relevant Awarding Organisation.
- 8.5. For your rights regarding cancellation outside Your statutory cooling off period, please refer to Clause 13 below.

## **9. Programme of Study**

- 9.1. Any Materials supplied to You at the start of the Services is written to meet the requirements of the published syllabus of the Awarding Organisation at that time the Services commence. These Materials, when used in conjunction with any supplementary Materials provided during the Services and the assessor support, provide all the information required for successful completion of Your Qualification.

- 9.2. You will be allocated a username and password ("ID"). You are responsible for all use of the Services using Your ID and for preventing unauthorised use of Your ID.
- 9.3. Over the period of the Services, You will have access to Your course assessor by video call, email, and forums.
- 9.4. Your access to the Services shall not exceed the time period stated in these Terms and Conditions.
- 9.5. We accept no responsibility for changes to the availability or syllabus content of the accredited courses as set by the Awarding Organisation. Should Your syllabus be phased out at any time during Your study or assessment period, We can only extend this to the last available date for which Your course is valid. If You want to transfer to a new syllabus this will incur an additional Fee which We will agree with You in advance. In the event of changes to the syllabus and assessment criteria, We reserve the right to alter the content or structure of Our Services without prior notice being given to You.

## **10. Eligibility for study**

- 10.1. All Qualifications are delivered and assessed in English (unless specified in the advertised course description).
- 10.2. Should English not be Your first language, it is Your responsibility to ensure that Your proficiency in both written and oral English is of a sufficient standard (IELTS 6 or equivalent and/or via interview with us), to enable You to meet the demands of both Your qualifications, studies, and the examination(s).
- 10.3. Qualifications official titles which include the word "National" are based upon UK legislation.
- 10.4. We reserve the right to refuse Your offer to commence Our Services if We believe, in our reasonable opinion that You are not suitably qualified for the Services which You have requested.
- 10.5. It is Your responsibility to ensure that the Services selected by You are suitable for Your requirements. You should have read and understood the detailed information concerning the Services and You are

- confident that You meet the necessary prerequisites before engaging Our Services.
- 10.6. We will assess Your suitability by use of an Application Form which captures Your previous experience and qualifications. We reserve the right to refuse to allow You access to Our Services If We reasonably believe You would not be able to complete the Services due to lack of experience or ability. We may at our sole discretion offer you an alternative Service.

## **11. Liability for Positive Safety Solutions Ltd**

- 11.1. We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 11.2. We shall only be liable for any loss or damage suffered by You which is a reasonably foreseeable consequence of a breach by Us of the contract between You and Us. In the event that any loss or damage suffered by You relates to Your business then we exclude all liability for any business loss and in particular We exclude all liability for loss of profits or other economic loss arising out of a breach of the contract between You and Us.
- 11.3. We shall have no liability to You should Our website or online portals be unavailable to access at any time or fail to perform within usual parameters or at all. We do not guarantee that Our website and/or Services are free from viruses and will be uninterrupted or error free.

## **12. Memberships**

- 12.1. The memberships which We advertise as being available upon completion of Our Services are not guaranteed and are subject to You applying and being accepted by the relevant body.
- 12.2. Applying for memberships with third party professional bodies may incur additional fees which are Your sole responsibility and are not included in our Services or Fee.
- 12.3. All memberships are subject to acceptance by the applicable institutes, some levels of memberships with the institutes require a minimal amount of practical experience in addition to the relevant Qualification.

12.4. The level of membership offered is at the discretion of the applicable institute at all times.

### 13. Termination

13.1. Once We and You enter into a binding contract You will normally not be able to cancel the contract, except where We agree or as otherwise provided for in these Conditions.

13.2. If we agree to cancel then you will be responsible for the cost of:

13.2.1. any of our time or resource in performing the Services up to the date we stop providing the Services;

13.2.2. any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between You and Us is cancelled). Any Materials we have purchased (but not used in performing the Services) may be delivered to you.

13.3. In the circumstances stated in clause 13.2 We will first deduct the amounts for which You are responsible from any deposit You have paid. Any remaining deposit will be returned to You. If the amount owing is greater than the deposit, we will return invoice You for the amount in excess of the deposit.

13.4. If You, other than under Clause 7:

13.4.1. purport to cancel the contract; or

13.4.2. give notice purporting to cancel; or

13.4.3. otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided in clause 13.2 or as otherwise provided for in the contract between Us and You. However, We may choose to accept cancellation, and if We choose to do so You will be required to pay to Us a reasonable amount for the losses and costs (including loss of profit) We have

suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit We have retained We will require You to pay for our losses and costs in excess of the deposit retained.

13.5. We may terminate Your enrolment or registration at any time by written notice if:

13.5.1. You breach these Conditions, or any additional terms and conditions contained in any letter confirming the provision of our Services to You or any Materials issued by Us or the Awarding Organisation at any time

13.5.2. You have provided Us whether through a third party or otherwise with any false or misleading information; or

13.5.3. You are involved in any malpractice pursuant to the Awarding Organisation's policies.

13.6. If We terminate Our Services to You then there will be no refund of any funds paid.

### 14. Zero Tolerance Policy

14.1. We will not tolerate verbal or physical abuse of Our employees or agents.

14.2. Any incident of abuse may lead to:

14.2.1. The restriction of communications with You to a specified means e.g., via letter or email only; or

14.2.2. in cases We, at Our sole discretion, consider to be serious or in repeated cases of physical or verbal abuse, the termination of Our Services to You, and / or exclusion from future enrolment for Our Services.

### 15. Intellectual Property Rights (IPR)

15.1. All copyright and other intellectual property rights of Materials provided by Us shall remain vested in Us or the relevant third party and such Materials may not be reproduced/copied/distributed in any way without Our prior written consent or as required by law.

15.2. If You access Our website, You must do so only subject to Our terms of use on Our website. You are responsible for keeping

secure Your password and ID and You agree not to disclose it to any third party.

does not materially affect the contract.

## 16. Miscellaneous

- 16.1. Failure by Us to enforce strict compliance with these Conditions will not be considered a waiver of any provisions of these Conditions. No waiver by Us of any breach by You of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.2. We will post parchments/certificates by standard royal mail (unless recorded delivery is requested and paid for by You), We accept no responsibility for non-delivery of items posted.
- 16.3. If any provision of these Conditions is held as invalid or unenforceable in whole or in part; the validity of the other provisions of these Conditions and the remainder of the provision in question, shall not be affected.
- 16.4. A person who is not a party to the contract governed by these Conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted to an Awarding Organisation further to these Conditions but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 16.5. The contract governed by these Conditions shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 16.6. We will have the right to amend these Conditions of this contract where:
  - 16.6.1. we need to do so in order to comply with changes in the law or for regulatory reasons; or
  - 16.6.2. we are changing the rates we charge for the provision of Services as provided for in these Conditions
  - 16.6.3. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and

- 16.7. Where we are making any amendment, we will give you 30 days' prior notice (unless the contract is terminated before that period).
- 16.8. You will not refuse to pay any amount owing to Us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.
- 16.9. All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.
- 16.10. If you fail to make payment by the date or time we and you agree, we may charge you interest (at the Bank of England base interest rate plus 4%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 30 days from the date of our invoice or when we asked you first to pay them.

## 17. General Data Protection Regulation (GDPR)

- 17.1. We will hold personal information about You and will use the information as follows:
  - 17.1.1. To process Your applications to Us and administer Your enrolment and registration for Awarding Organisation assessments;
  - 17.1.2. To respond to requests from employers or employment agencies by providing verification or otherwise of information provided by You to employers or employment agencies of Qualifications gained through our Services by You hold in connection with applications for employment;
  - 17.1.3. To respond to queries raised by You or the Awarding Organisation
  - 17.1.4. To deal with any disciplinary matters in respect to You;
  - 17.1.5. To recover any monies owed by You to Us;
  - 17.1.6. To administer Our policies;

- 17.1.7. To notify You of Your Awarding Organisation's assessments results;
  - 17.1.8. To liaise with the Awarding Organisation and exchange information relating to You;
  - 17.1.9. To make You aware of services We and other similar organisations can offer including information on current and future courses and Qualifications unless You have notified us that You have opted out of receiving such information;
  - 17.1.10. To carry out research to help Us improve and plan Our Services;
  - 17.1.11. For research purposes (in which case Your details will be anonymous); and
  - 17.1.12. As otherwise permitted by UK data protection laws.
- 17.2. If You are studying outside the United Kingdom We may need to transfer Your personal information to the course providers with whom You have enrolled outside the United Kingdom to use Your information so that services intended by these Conditions can be provided to You. Countries outside the United Kingdom may not give the same level of protection to Your personal data as is available in the United Kingdom. By enrolling with Us where You are studying outside the United Kingdom You explicitly consent to such transfer of Your personal information.
- 17.3. You hereby consent to Us emailing Your results to You if We decide.
- 17.4. For further information on our Data Protection and Information Sharing Policy, please see Schedule 3 to these Conditions.

## 18. Further Information

- 18.1. By enrolling onto Our Services, You agree to accept the relevant Awarding Organisations requirements which can be found on their websites or by following the below links:

<https://www.proqualab.com/>

<https://quals.direct/>

<https://qualifications-network.co.uk/>

- 18.2. We are a registered UK company, Company Registration: 12559770
- 18.3. Our registered UK Head Office main email address: admin@pssct.co.uk
- 18.4. Our registered Website: <https://www.pssct.co.uk>

## 19. Additional Services Information

- 19.1. Some of Our Services are not taught courses, such as NVQ (National Vocational Qualifications). In such circumstances it is Your responsibility to submit evidence for assessment to Your E-Portfolio. Similarly, it is Your responsibility to contact Your assessor to discuss any issues You may have or assistance You may require. We will not be responsible for Your failure to comply with these requirements.
- 19.2. We will contact you on a regular basis to check on your progress. This will be either by email to the contact email you have registered with Us, or via your learning portal.
- 19.3. Should You not respond to the contact email / portal message for 3 months or make no submissions for 3 months We will consider your qualification to be 'Dormant' and will not contact You directly again and will wait for you to make contact.
- 19.4. Work submitted by You to the E-Portfolio for assessment, will be assessed normally no later than 14 days after the submission date. Whilst every effort will be made to complete assessment quicker, You should expect a 14-day turnaround between submission and assessment.

## 20. Duration/Access

- 20.1. Our Services are all delivered at a distance and access duration varies depending on the number of units and complexity of the qualification. Some of our Services are 'learner' led and are generally assessed by evidence submitted by You, it is reasonable to expect that You will complete your chosen course in the timescales listed below so as to ensure evidence submitted remains current and relevant. If You enrol on Our Services that include NVQ Qualifications, the Services will be subject to a maximum time period for access and



completion from the start of Our Services to you as detailed below:

- 20.1.1. NVQ Level 6 and Level 7 qualifications gives 24 months access.
- 20.1.2. NVQ Level 3 qualifications gives 12 months access.
- 20.1.3. Any other NVQ provided by Us is provided 12 months access unless otherwise stated.
- 20.2. If You have failed to complete Your Qualification within the timescales above (measured from time of registration), then access to Your online portal and assessor support will be suspended.
- 20.3. In order to reactivate Your chosen Services, you will need to discuss this with your assessor. If your assessor accepts your reasons for failing to complete the Qualification in the allotted time then We may re-start the relevant Services but we reserve the right to charge an administration Fee of £70 per unit where reassessment is required and is payable in full before the suspension is lifted. The total fee payable depends on the number of units previously submitted, which will

require assessment due to currency of evidence provided.

- 20.4. Should You have over 90% of Your Qualification submissions complete and passed/approved at the end of Your access period, a discretionary 6-week extension will be permitted, subject to request from You and approval by the assessor to finish the Qualification; this will be free of charge subject to Our acceptance. No further extension will be granted after this 6-week period.
- 20.5. If You have not achieved 90% of Your Qualification, Your request for an extension is subject to Our approval and in most cases will be charged at £495+VAT for 6 months and £595+VAT for 12 months.

## **21. Complaints Procedure**

- 21.1. If You have a complaint relating to any aspect of Your course, please raise this with Us to allow Us to investigate under Our complaints policy and procedure, so We can resolve the issue. A copy of the complains policy and procedure is available on written request.

### Schedule 1 – Payment Plans

#### General Information Regarding Payment Plans

Where a Payment Plan is agreed between Us and You, the total cost of the Services will be split across an agreed payment schedule. This requires You to make the initial payment at the time of registration onto our Services and then equal payments as agreed to clear the balance. The first payment will be made manually either over the phone or via an online link emailed to you.

When You contact Us, and ask for information about a course, we will provide you with an Application Form to assess your suitability for the qualification. The information needed for registration of the learner will all be captured on the Application Form.

When We have received the completed Application Form it will be reviewed and We will contact You and discuss if clarification is required, We will also advise if You are suitable or not.

If You are deemed suitable by Us, and once payment (or the initial payment in the case of learners who opt for a Payment Plan (if offered)) is received, You will be registered with the Awarding Organisation, given access to Your online portfolio and allocated an assessor.

Whilst We will make every effort to contact You, it remains Your responsibility to contact Us on or before the agreed date that any payments are due.

When a payment is due and You have failed to contact Us within 5 days of the due date, or We have been unable to contact you, Your access to our Services will be suspended with immediate effect and without further notice.

If your access to Our Services is suspended then in order to remove the suspension then You will have to clear any unpaid amounts including, in addition, a reasonable administration fee of £10.00 GBP to Us before We lift Your suspension to Our Services.

#### Example Payment Plan

1. An initial payment of £295, of the total qualification cost is to be paid on commencement of the Services.

2. The remaining balance is paid either:

A. Over a further eleven, equal monthly payments which includes a small administration fee.

**OR**

B. Equal monthly payments of the remaining balance and should You complete the qualification prior to the final payment being due, the remainder of the balance.

This plan is governed by whichever of the events (A or B) occur first.

Option	Initial Payment	Month 1	2	3	4	5	6	7	8	9	10	11	Total paid
A	£295	£130	£130	£130	£130	£130	£130	£130	£130	£130	£130	£130	£1725
		In option A, the candidate submits and completes their portfolio over 12 months and so, payments are evenly spaced.											
B	£295	£130	£130	£130	£130	£130	£130	£650					£1725
		In option B, the candidate completes all units by month 6, so the remaining balance is due in month 7.											

The above is a representative example only and is simply given to illustrate how the payment plan operates.

**Note:** The total qualification fee plus any administration fee must be paid in full prior to Positive Safety Solutions Ltd submitting application to the Awarding Organisation for the learner's certificate.

## **Schedule 2 – Cooling Off Period Notice**

### **Notice of a right to cancel your contract with Us pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

#### **Right to cancel**

You have the right to cancel this contract within 14 days of the date of your signature (or your acceptance of the Learner Terms and Conditions) without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us by email to [admin@pssct.co.uk](mailto:admin@pssct.co.uk) of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or e-mail).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

### **Schedule 3 - Data Protection and Information Sharing Policy**

#### **Information We collect and how We use it:**

We may collect the following types of information:

**Information You provide** – When You sign up for a Positive Safety Solutions Ltd eLearning Account, We ask You for personal information (such as Your name, email address and an account password). For certain services We may also request credit card or other payment account information which We maintain in encrypted form on secure computers.

**Positive Safety Solutions Ltd cookies** – When You visit any Positive Safety Solutions Ltd site, We send one or more cookies – a small file containing a string of characters – to Your computer that uniquely identifies Your browser. We use cookies to improve the quality of our service by storing user preferences and tracking user trends, such as how people search. Most browsers are initially set up to accept cookies, but You can reset Your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services may not function properly if Your cookies are disabled.

**Log information** – When You use resources and courses, our servers automatically record information that Your browser sends whenever You visit a website. These server logs may include information such as Your web request, Internet Protocol address, browser type, browser language, the date and time of Your request and one or more cookies that may uniquely identify Your browser.

**User communications** – When You send email or other communication to Positive Safety Solutions Ltd, We may retain those communications in order to process Your inquiries, respond to Your requests and improve our services.

**Sites** – This Privacy Policy applies to web sites and services that are owned and operated by Positive Safety Solutions Ltd. We do not exercise control over the sites displayed as search results or links from within our various services. These sites may place their own cookies or other files on Your computer, collect data or solicit personal information from You.

Positive Safety Solutions Ltd only processes personal information for the purposes described in the applicable Privacy Policy and/or privacy notice for specific services. In addition to the above, such purposes include:

Providing our resources and services to users, including the display of customized content and advertising;

Auditing, research and analysis in order to maintain, protect and improve our services;

Ensuring the technical functioning of our network;

Developing new services, building new courses and resources.

Positive Safety Solutions Ltd, process personal information on our servers in England, Ireland, Europe, the United States of America and in other areas of the globe. In some cases, We process personal information on a server outside Your own country. We may process personal information to provide our own services.

#### **Choices for personal information**

When You sign up for a particular course that requires registration, We ask You to provide personal information. If We use this information in a manner different than the purpose for which it was collected, then We will ask for Your consent prior to such use.

If We propose to use personal information for any purposes other than those described in this Policy and/or in the specific service notices, We will offer You an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Policy and/or in the specific service notices, unless We have obtained Your prior consent.

You can decline to submit personal information to any of our resources or courses, in which case Positive Safety Solutions Ltd may not be able to provide those resources to You.

### **Information sharing**

Positive Safety Solutions Ltd only shares personal information with other companies or individuals in the following limited circumstances:

We have Your consent. We require opt-in consent for the sharing of any sensitive personal information.

We provide such information to our subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.

We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:

- satisfy any applicable law, regulation, legal process or enforceable governmental request,
- enforce applicable Terms of Service, including investigation of potential violations thereof,
- detect, prevent, or otherwise address fraud, security or technical issues, or
- protect against imminent harm to the rights, property or safety of Positive Safety Solutions Ltd and its' staff, its users or the public as required or permitted by law.

If Positive Safety Solutions Ltd becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, We will provide notice before personal information is transferred and becomes subject to a different privacy policy.

We may share with third parties' certain pieces of aggregated, non-personal information, such as the number of users who searched for a particular term, for example, or how many users clicked on a particular advertisement. Such information does not identify You individually.

Please contact our Head Office address for any additional questions about the management or use of personal data.

### **Information security**

We take appropriate security measures to protect against unauthorised access to or unauthorised alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorised access to systems where We store personal data.

We restrict access to personal information to Positive Safety Solutions Ltd site members, employees, contractors, and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

### **Data integrity**

Positive Safety Solutions Ltd processes personal information only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that We only collect, store and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information We process is accurate, complete, and current, but We depend on our users to update or correct their personal information whenever necessary.

### **Accessing and updating personal information**

When You use Positive Safety Solutions Ltd resources and courses, We make good faith efforts to provide You with access to Your personal information and either to correct this data if it is inaccurate or to delete such data at Your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and We may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardise the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup drives, or for which access is not otherwise required. In any case where We provide information access and correction, We perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct or delete users' personal information.

### **Enforcement**

Positive Safety Solutions Ltd regularly reviews its compliance with this Policy. Please feel free to direct any questions or concerns regarding this Policy or Positive Safety Solutions Ltd treatment of personal information by contacting us through this web site or by writing to us at [admin@pssct.co.uk](mailto:admin@pssct.co.uk)

### **Changes to this policy**

Please note that this Policy may change from time to time. We will not reduce Your rights under this Policy without Your explicit consent, and We expect most such changes will be minor. Regardless, We will post any Policy changes on our website and, if the changes are significant, We will provide a more prominent notice (including, for certain services, email notification of Policy changes). Each version of this Policy will be identified at the top of the page by its effective date, and We will also keep prior versions of this Privacy Policy in an archive for Your review, if required.