

## Part A – General terms (apply to all services)

### 1. Interpretation and definitions

In these terms and conditions:

- **Provider:** SSG Training and Consultancy Ltd (“we”, “us”, “our”), Registered in England No. 3564008. Registered Address: Sigma House, Oak View Close, Edginswell Park, Torquay, TQ2 7FF.
- **Client / learner / delegate / you:** The individual or organisation purchasing or using our services.
- **Services:** All services provided by us including face-to-face training, virtual classroom (VC) training, online / e-learning courses, consultancy and membership services.
- **Course:** Any training course provided by us (including open / public, private / in-house, virtual, or online).
- **Membership:** Access to a defined package of services, benefits or resources provided on a subscription basis.
- **Consultancy:** Professional advice, support, training or project delivery as agreed in a proposal, statement of work or membership package.
- **Deliverables:** Reports, documents, recommendations, plans or outputs produced as part of the services.
- **Contract:** The agreement between you and us comprising these terms and any order / booking, proposal, statement of work or schedule.
- **Order / booking:** Your request to purchase services made in accordance with our booking process.
- **LMS:** The learning management system used to deliver online courses and digital content.
- **Venue:** The location where face-to-face training or consultancy is delivered.
- **Course materials:** Printed, digital or other resources provided as part of a course.
- **Working day:** Monday to Friday, excluding UK bank / public holidays.

### 2. Application of terms

These terms apply to all services. Parts B–D include additional service-specific terms. If there is a conflict, the service-specific terms in Parts B–D take precedence over Part A. Any variation must be agreed in writing.

### 3. Formation of contract

Your order / booking constitutes an offer to purchase services. A contract is formed when we confirm acceptance in writing (including email) or, for online courses, when access to the LMS is granted. If we issue a proposal or statement of work, it forms part of the contract. We may refuse a booking where eligibility is not met or capacity is unavailable.

### 4. Price and payment

Prices are as quoted at the time of booking and are exclusive of VAT unless stated otherwise. Invoices are payable on receipt or in accordance with agreed account terms. We may suspend services and/or withhold certificates and deliverables for non-payment. See Part D for payment options and invoice queries.

### 5. Intellectual property

We (or our licensors) retain all intellectual property rights in course materials, methodologies, templates, tools and the LMS. You are granted a non-exclusive, non-transferable licence to use course materials and deliverables for your internal purposes only. You must not copy, adapt, share, resell or make them available to third parties without our written consent.

### 6. Confidentiality

Each party shall keep confidential all information reasonably understood to be confidential and use it only for the purposes of the contract. This does not apply to information that is public, already known without restriction, independently developed without use of confidential information, or required to be disclosed by law or a competent authority.

### 7. Personal data / privacy

We process personal data as a controller and, where applicable, as a processor in accordance with data protection laws and our Privacy Policy. Data may be shared with third parties where necessary to provide the services (e.g. LMS hosts, awarding bodies) or where required by law.

### 8. Termination

Either party may terminate for material breach (if not remedied within a reasonable time) or insolvency. We may suspend or terminate where fees remain unpaid. On termination, accrued rights survive and any sums due become immediately payable. Clauses relating to fees, IP, confidentiality, liability and governing law survive termination.

### 9. Force majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including acts of God, natural disasters, war, terrorism, civil disorder, industrial action, utility or internet failures, or government restrictions.

### 10. Limitation of liability

Our liability under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the total fees paid for the services giving rise to the claim. We shall not be liable for any indirect, special or consequential losses, including but not limited to loss of profit, business interruption, loss of business opportunity, or loss of goodwill. Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud or any liability that cannot legally be excluded or limited.

### 11. Governing law and jurisdiction

These terms and any dispute arising out of or in connection with them are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

### 12. Updates to terms

We may update these terms from time to time. The latest version will be published on our website and applies from the date of publication. Changes do not affect services already contracted unless agreed.

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## Part B – Training services (face-to-face, virtual classroom and online)

### 13. Course description and changes

We will deliver courses as described in our promotional materials or website. We may amend content, trainers, schedules, delivery format or venues where necessary to maintain quality, comply with accrediting body requirements, or for reasons beyond our control. If the venue changes, it will be within a reasonable distance where possible and notified in advance.

### 14. Eligibility and pre-requisites

Delegates are responsible for ensuring they meet any stated entry requirements or pre-requisites for a course (including literacy, numeracy, language proficiency, prior qualifications or physical fitness where applicable). Where delegates fail to meet pre-requisites, certification may be withheld and no refund will be given.

### 15. Access, duration and use (e-learning)

Upon acceptance of your order, we will provide LMS access to the relevant online course and course materials. For NEBOSH e-learning courses, your licence lasts 12 months from the date access is first provided; after this period, access automatically expires. For all other e-learning courses, see individual course details on licence duration. Access is personal and must not be shared. We aim to provide 24/7 availability but cannot guarantee uninterrupted access. You must meet technical requirements.

### 16. Learner substitutions and transfers (classroom / VC)

Substitute delegates must also meet course pre-requisites and be confirmed at least five working days before the course starts. Transfers are subject to availability and charges as set out in Part D.

### 17. Cancellations and refunds (training)

Cancellation charges depend on notice given. See Part D for the full schedule of charges. For online courses, consumers have a statutory 14-day cooling-off period unless they ask us to begin supplying digital content during that period, in which case the right to cancel may be lost once access is provided.

### 18. Attendance and learner conduct

Learners must attend all required sessions in full to be eligible for certification. Where accrediting bodies specify minimum attendance, partial attendance will invalidate certification. Learners must comply with awarding body rules and our policies. We may remove any learner whose behaviour is disruptive, unsafe, discriminatory or offensive; no refund will be issued.

### 19. Health & safety and accessibility (classroom)

You must comply with venue health and safety rules and bring required PPE as advised. We are not liable for loss or damage to personal property. Please notify us at booking of any accessibility or learning support needs so that reasonable adjustments under the Equality Act 2010 can be considered.

### 20. Accredited training courses

Certain courses are accredited by external awarding bodies, including but not limited to NEBOSH, IOSH, CITB, PASMA, MHFA England, FAIB and ISEP. Each awarding body has its own terms and conditions, which apply in addition to our own. Certificates, registrations and results are issued by the awarding body and remain subject to their approval. Additional fees may be charged by the awarding body for registration, exams, resits, replacements, amendments, or transfers.

It is the delegate's responsibility to ensure that all registration details provided are accurate and submitted within the required deadlines. Failure to do so may result in delays, invalid registrations or additional costs, in line with the relevant awarding body's rules.

### 21. Exams and assessments

Exam dates, rules and results are controlled by the relevant awarding body. We accept no responsibility for exam performance, marking delays or outcomes. Delegates must comply with all awarding body assessment regulations.

## Part C – Consultancy and membership services

### 22. Scope of services

We will provide consultancy and/or membership services as described in your proposal, statement of work or membership package. Consultancy is provided on a best-efforts basis; outcomes are not guaranteed.

### 23. Duration

Consultancy engagements run for the period stated in the proposal or statement of work.

Memberships are agreed for a fixed duration (typically three years) on a subscription basis, unless otherwise agreed in writing. Notice is required in writing in line with the agreed terms in your Service Level Agreement. If notice is not received, the membership will automatically renew for a further term of the same duration. Rolling contracts operate on an annual basis and also require written notice to terminate.

Membership fees are non-refundable if you terminate early. If membership fees increase on renewal, we will provide notice in advance.

### 24. Client responsibilities

Our consultancy advice is based on information you provide. You remain responsible for complying with all applicable laws and regulations (including health and safety, employment law, and data protection). We are not liable for any consequences of inaccurate, incomplete or delayed information provided by you.

You must ensure that staff and resources are made available to co-operate with us.

### 25. Deliverables and use

Unless otherwise agreed, we retain ownership of all intellectual property in deliverables, methodologies and tools. We grant you a non-exclusive licence to use deliverables for your internal business purposes. You must not share, publish, or resell them without our consent.

### 26. Membership terms

Membership benefits may change over time; we will provide a broadly equivalent package. Membership fees are payable annually in advance unless otherwise agreed. Subscriptions are non-refundable once started. We may suspend or terminate membership for non-payment, breach of these terms, abusive or inappropriate behaviour towards our staff, or conduct bringing us into disrepute.

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## Part D – Bookings, transfers and payment processing

### 27. Transfer charges

If you wish to transfer any courses or services, the following additional transfer charges will apply for each transfer processed:

#### Open training courses (except NEBOSH)

Notice period	Fees
21 working days or more	No charge
16 to 20 working days (inclusive)	£25 fee payable per delegate
6 to 15 working days (inclusive)	25% of course fee per delegate
5 or fewer working days	Full fee payable

#### NEBOSH training courses

Notice period	Fees
21 working days or more	£150 per delegate
16 to 20 working days (inclusive)	25% of course fee per delegate
6 to 15 working days (inclusive)	50% of course fee per delegate
5 or fewer working days	Full fee payable

#### Private training courses and consultancy services

Notice period	Fees
21 working days or more	No charge
11 to 20 working days (inclusive)	25% of course / service fee
6 to 10 working days (inclusive)	50% of course / service fee
5 or fewer working days	Full fee payable

### 28. Cancellation charges

#### Open training courses (except NEBOSH)

Notice period	Fees
21 working days or more	No charge
16 to 20 working days (inclusive)	25% of course fee per delegate
11 to 15 working days (inclusive)	50% of course fee per delegate
10 or fewer working days	Full fee payable

#### NEBOSH training courses

Notice period	Fees
21 working days or more	£150 per delegate
16 to 20 working days (inclusive)	25% of course fee per delegate
11 to 15 working days (inclusive)	50% of course fee per delegate
10 or fewer working days	Full fee payable

#### Private training courses and consultancy services

Notice period	Fees
21 working days or more	No charge
16 to 20 working days (inclusive)	25% of course / service fee
11 to 15 working days (inclusive)	50% of course / service fee
10 or fewer working days	Full fee payable

### 29. Change to or cancellation of courses or services

Course contents, prices and dates are correct at the time of going to press.

From time to time it may be necessary, for reasons beyond our control, to change the content, timing or price of a course. In cases where it is inadvisable to go ahead with the planned training / consultancy service (e.g. due to force majeure or severe weather warnings), we will provide notice where practicable. If we cancel, you will be offered an alternative date, a credit note, or a full refund. Our liability is limited to the fees paid for the affected service.

### 30. Certification

Certification will be processed upon course completion and receipt of full payment. Where certificates are issued by an awarding body, timing is outside our control.

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## 31. Third-party platforms and technology

We use third-party systems such as LMS platforms, video-conferencing software, and awarding body portals to deliver services. While we take reasonable steps to maintain availability, we are not liable for outages, technical failures, incompatibility with client systems, or disruption caused by third-party providers.

## 32. Payment options

Invoices are raised following booking confirmation. All fees must be paid on receipt of invoice or in strict accordance with agreed account terms. Please allow sufficient time for payment to reach us before the due date.

1. By BACS transfer  
Payment can be made direct to SSG by BACS transfer using the following account details  
**Bank:** Bank of Scotland    **Account name:** SSG Training and Consultancy Ltd    **Account Number:** 06011095    **Sort Code:** 12-13-55
2. By cheque  
Please make cheques payable to **SSG Training & Consultancy** and post to Valley House, Valley Road, Plympton, Plymouth, Devon PL7 1RF
3. By Credit or Debit Card  
Call 01752 201616 to pay by card or a Stripe link can be sent via email.

## 33. Discount codes and promotional offers

Discount codes and promotional offers may be issued from time to time and are subject to the following conditions:

- Only one discount code may be applied per transaction.
- Discount codes cannot be used in conjunction with any other offer, promotion, or discounted bundle unless explicitly stated.
- Where multiple discounts are available, the lowest applicable price or discount will be applied.
- Discount codes have no cash value, are non-transferable, and cannot be exchanged for cash or credit.
- We reserve the right to withdraw, amend, or refuse the use of any discount code at our discretion where misuse or breach of these terms is suspected.

## 34. Invoice / account queries

Any queries relating to invoices should be raised within seven days by contacting our accounts team. Customers seeking account terms should contact us for approval.

### Accounts team contact details

**Telephone:** 01752 204247

**Email:** [accounts@ssg.co.uk](mailto:accounts@ssg.co.uk)

## 35. Entire agreement and severability

These terms constitute the entire agreement between you and us in relation to the services and supersede any prior representations or agreements. If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.