

Bereavement in the Workplace: Terms of Training

These Terms apply to your access to, and use of, Sands' Bereavement in the Workplace training resources and materials and do not alter in any way the terms and conditions of any other agreement you may have with Sands (Stillbirth and neonatal death charity), unless otherwise directed by Sands. If you breach any of these terms and conditions, your authorisation to use the Sands Bereavement in the Workplace training resources and materials terminates and you must immediately discontinue use of the training package. By agreeing to pay the invoice, you are agreeing to the Terms as set out below.

1. DEFINITIONS

- 1.1 Sands or We or Us or the Charity: The entity supplying the Bereavement in the Workplace training.
- 1.2 Member or You: Member of Bereavement in the Workplace training.

2. MEMBERSHIP

- 2.1 Upon payment of the invoice, you agree to comply with these Terms of Use. Sands may amend the current edition of the Terms from time to time at its discretion throughout your period of membership.
- 2.2 You have committed to an annual membership of Sands Bereavement in the Workplace training and have paid the amount in full unless otherwise agreed with the Charity.
- 2.3 The membership fee is non refundable.

3. DURATION

- 3.1 Upon payment of the invoice, you are agreeing to remain a member for a minimum fixed commitment period of 12 months from the date of the invoice (the "Commitment Period").
- 3.2 Your membership fee will auto renew 12 months from the start of the Commitment Period unless otherwise stated in writing.

4. MEMBERSHIP FEES

- 4.1 Sands will set the level of, and will review membership fees periodically. Sands reserves the right to change the fees from time to time, but guarantees that the level of your membership fees will not increase during your Commitment Period. We will give you at least 30 days written notice of any changes to the levels of membership fees.

5. DEFAULT OR LATE PAYMENTS

- 5.1 Should any membership fees not be paid within 30 days of receipt of invoice, the full membership fee for the remainder of the Commitment Period will automatically become due and payable. During any period in which membership fees are not paid Sands may suspend your membership and deactivate your materials so that you cannot access the training resources.

6. TRAINING RESOURCES

- 6.1 All toolkits and webinars are exclusively for the benefit of staff at your company and these resources are not to be shared externally.
- 6.2 Sands reserves the right to update training resources as and when there is update in relevant law, policy, obligations and we will share updated resources.
- 6.3 The training resources should not be adapted, changed or duplicated in any way.

7. TERMINATION

- 7.1 You have 1 calendar month before auto renewal to terminate your annual membership.
- 7.2 Your request to terminate your annual membership must be given in writing to corporate.partnerships@sands.org.uk.

- 7.3 Written notice shall expire either on the Commitment Period end date or at the end of the immediately following calendar month.
- 7.4 In the case that the Member organisation ceases activity and can no longer commit to the membership fee the annual membership will be terminated.

8. COMPANY RESPONSIBILITIES

- 8.1 You will support colleagues after miscarriage, stillbirth and neonatal death and make Sands' accredited National Helpline details available to all staff, members and volunteers associated with You.
- 8.2 You will make available information and relevant legal guidance as set out in Sands' Bereavement in the Workplace Resources or Government websites to all staff.
- 8.3 You will consider implementing non-legal responsibilities into the Member's HR Policies and exercise duty of care as advised in Sands' Bereavement in the Workplace training.
- 8.4 You will consider training all line managers and HR professionals within the Membership to provide empathetic, approachable and respectful support and communication management.
- 8.5 You can refer your staff body to seek support from Sands for further advice and support.
- 8.6 You retain responsibility for the wellbeing of your staff and ensure a sufficient Safeguarding and Employee Wellbeing Policies are in place for your staff.

9. CHARITY RESPONSIBILITIES

- 9.1 We will provide Members with current guidance and information, including legal obligations and laws surrounding bereavement linked to miscarriage, stillbirth and neonatal death.
- 9.2 We will review all materials annually and Sands reserves the right to update training resources as and when there is update in relevant law, policy, obligations and Sands will endeavour to share updated resources in a timely fashion.
- 9.3 We are not responsible for implementation of learnings, HR policies and best practice by the Member before, during or after completion of Members' training.
- 9.4 We are not accountable for implementation and delivery of any actions and policies arising from Bereavement in the Workplace Training.
- 9.5 The Company's staff members will have access to the confidential Sands accredited Helpline, Sands will not share information received from calls or messages with the Company without the express permission of the member of the Company's staff.
- 9.6 Sands does not assume the Company's legal or other responsibilities for the safeguarding or wellbeing of the Company's staff.
- 9.7 We will work with you, for a fee, to develop any required policies and models of best practice and/or to evaluate and tailor existing policies suited to the Company.