

## Bereavement in the Workplace Terms and Conditions

Please read carefully before buying training courses or accessing or downloading any training materials from Sands.

This is a legal agreement between you (Partner) and Sands, 10 – 18 Union Street, London, SE1 1SZ (we) for your purchase and/or participation of Sands' Bereavement in the Workplace training courses and training materials, which may include printed resources and online 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. By booking Sands' training you agree to these terms which will bind you and your employees.

### 1. APPLICATION

1.1 These terms and conditions (the Terms and Conditions) shall apply to the provision of the Training by Sands to the Partner.

### 2. INTERPRETATION

2.1 In these Terms and Conditions the following expressions shall have the following meanings:

Agreement: these Terms and Conditions.

Fees: the charges payable by the Partner for the Training.

Company Registration Form: The document completed by the Partner, following an indication that they wish to obtain training services from Sands.

Feedback Form: The document completed by the Partner six months from the Commitment Period.

Impact Form: The document completed by the Partner 12 months from the Commitment Period.

Partner, You or Company: the Company who purchases Training from Sands on behalf of their employees or volunteers.

In House: training delivered in person at a venue organised by the Partner

Webinar: virtual live training hosted on Zoom or MS Teams

Training: a training course or training session delivered either in person at a workshop and/or live online via webinar.

Training Materials: any materials or documents provided by Sands as part of the Training.

Training Content: any verbal, written, images and graphics, design and/or layouts used in the Training.

Commitment Period: 12 months of access to Bereavement in the Workplace Training Materials and Content from commencement date of Booking Form.

Data Protection Legislation: means: (a) The General Data Protection Regulation (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of Training under these Terms and Conditions; and any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

Data: has the meaning given to it in the Data Protection Legislation.

### 3. BASIS OF THESE TERMS AND CONDITIONS

3.1 These Terms and Conditions shall come into effect when:

3.1.1 Partner completes the Company Registration Form

3.1.2 Upon receipt by Sands of a completed PDF Registration Form from the Partner

### 4. SUPPLY OF THE TRAINING

4.1 Sands shall use reasonable endeavours to supply the Training to the Partner in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training Course at any time and without notice.

4.2 Sands shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.

4.3 Sands reserves the right to cancel Training at any time, without incurring additional liability to the Partner. Should Sands need to cancel Training, for any reason, the Partner will be advised in advance and offered a full refund.

4.4 Sands Training is intended for Continued Professional Development (CPD). The Training does not constitute professional advice. Attending Sands Training does not constitute a professional qualification for Partners or their employees.

### 5. PARTNER OBLIGATIONS AND RESPONSIBILITIES

5.1 The Partner shall:

5.1.1 co-operate with Sands in all matters relating to the Training;

5.1.2 provide Sands with any information which may reasonably be required by Sands in the facilitation of the Training, including, but not limited to, information requested on the Registration Form and ensure that such information is complete and accurate in all material respects;

5.1.3 provide Sands access to a suitable training space and any equipment necessary for the delivery of the In House Training where required, as detailed on the Registration Form;

5.1.4 circulate Sands' Bereavement in the Workplace Training Confidential Feedback Form to your employees, and to all those who have attended a live webinar;

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5.1.4 complete a compulsory Feedback Form six months from the Commitment Period and an Impact Form 12 months from the Commitment Period, by an HR representative or equivalent;

5.1.5 grant Sands the right to use anonymised responses from the Feedback Form and Impact Form for monitoring and evaluation purposes; and

5.1.6 promote Sands' Bereavement in the Workplace Training via your social media and/or website(s) and/or mailing list.

5.2 The Partner will:

5.2.1 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;

5.2.2 make available information and relevant legal guidance as set out in Sands' Bereavement in the Workplace Resources or Government websites to all staff;

5.2.3 consider implementing non-legal responsibilities into the Company's HR Policies and exercise duty of care as advised in Sands' Bereavement in the Workplace training;

5.2.4 consider training all line managers and HR professionals within the Commitment Period to provide empathetic, approachable and respectful support and communication management;

5.2.5 refer your staff body to seek support from Sands for further advice and support; and

5.2.6 retain responsibility for the wellbeing of your staff and ensure a sufficient Safeguarding and Employee Wellbeing Policies are in place for your staff.

## 6. CHARITY RESPONSIBILITIES

6.1 We will provide Partners with current guidance and information, including legal obligations and laws surrounding bereavement linked to miscarriage, stillbirth and neonatal death.

6.2 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.

6.3 We are not responsible for implementation of learnings, HR policies and best practice by the Partner before, during or after completion of training.

6.4 We are not accountable for implementation and delivery of any actions and policies arising from Bereavement in the Workplace Training.

6.5 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.

6.7 Sands does not assume the Company's legal or other responsibilities for the safeguarding or wellbeing of the Company's staff.

6.8 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.

## 7. FEES AND PAYMENT

7.1 Sands will set the level of, and will review, fees periodically. Sands reserves the right to change the fees from time to time but guarantees that the level of your fees will not increase during your Commitment Period.

7.2 Partners shall pay any invoice submitted by Sands within 30 calendar days of the date of the invoice, to a bank account provided on the invoice by Sands or make payment by the Online Booking Form.

7.3 All sums payable to Sands under this agreement are exclusive of VAT, and the Partner shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

7.4 Should any fees not be paid within 30 days of receipt of invoice or Online Booking Form, the full fee for the remainder of the Commitment Period will automatically become due and payable. During any period in which fees are not paid, Sands may suspend your access to Webinars, Training, Training Materials and Training Content.

## 8. CANCELLATION

8.1 The Partner may cancel training. Cancellations must be provided in writing to [training@sands.org.uk](mailto:training@sands.org.uk).

8.2 Cancellations made with 21 days notice will receive a refund of the training fee, less an administration fee of £25. Cancellations with less than 21 days notice are non refundable in any circumstances.

## 9. INTELLECTUAL RIGHTS

9.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials and Training Content shall be owned by Sands, other than certain images licensed from third parties.

9.2 Training Materials and Training Content is exclusively for the benefit of the Partner and is not to be shared. Content may be copied, downloaded and reproduced for employee use by Partners or for internal use by Partners, it must not be used for commercial purposes.

## 10. PRIVACY

10.1 Sands Privacy Policy can be viewed [here](#).

## 11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:

11.1.1 death or personal injury caused by negligence;

11.1.2 fraud or fraudulent misrepresentation; and

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to clause 11.1:

11.2.1 Sands shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;

11.2.2 Sands' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Charges paid for the Training.

11.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

11.4 This clause 11 shall survive termination of the Agreement.

## 12. COMPLAINTS

12.1 If a Partner is unsatisfied with any aspect of Training they are entitled to complain. Partners should submit any complaint in writing to [Training@sands.org.uk](mailto:Training@sands.org.uk). Sands will acknowledge receipt of the complaint by writing to the Partner within 5 days of receipt. Sands' Chief Executive will formally investigate the complaint. A written response to the complaint will be sent by Sands to the Partner within 20 working days. If the Partner is unsatisfied with this response, Sands will work with the Partner to reach a satisfactory outcome.

12.2 If the Partner remains unsatisfied they are entitled to escalate the complaint to the charity regulator, The Charity Commission.

## 13. ENDORSEMENT

13.1 Purchase of Sands Training or attendance at Sands training does not constitute an endorsement of a service, product, or business. Sands does not endorse any service or commercial business or product whatsoever.

13.2 Only with written permission from Sands may a Partner use the Sands logo to communicate publicly that they have attended a Sands training course. All requests for permission to use the Sands logo should be sent in writing to [training@sands.org.uk](mailto:training@sands.org.uk).

## 14. DATA

14.1 Sands and the Partner shall comply with the provisions of the Data Protection Legislation, including without limitation that it:

(a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;

(b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;

(c) shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;

(d) shall not transfer Personal Data outside the European Economic Area save in accordance with the Data Protection Legislation;

(e) shall comply with any request or notice it receives from a data subject in its capacity as a data controller;

14.2 that party to comply with its obligations as a data controller (as defined in the Data Protection Legislation);

14.3 shall inform the other party as soon as reasonably practicable of the discovery of any actual or suspected data-breach relating to the Processing of Personal Data in connection with this Agreement;

14.4 shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement;

14.5 shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with the Agreement.

## 15. FORCE MAJEURE

Sands shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Sands or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

## **16. NO PARTNERSHIP OR AGENCY**

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).