

## Terms and Conditions for Sands Training

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

This is a legal agreement between you (participant or organisation) and Sands, 10 – 18 Union Street, London, SE1 1SZ (we) for your purchase of Sands training courses and training materials, which includes printed resources and online materials. By booking Sands training you agree to these terms which will bind you and (if you are an employer) 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 Participant or Organisation for the Training.

**Booking Form:** the document completed by the Participant or Organisation, following an indication that they wish to obtain training services from Sands.

**Online Booking:** the booking process available through [www.sands.org.uk/training](http://www.sands.org.uk/training)

**Participant(s):** an individual scheduled to and/or attending the Training.

**Organisation:** the organisation that purchases Training from Sands on behalf of their employees or volunteers.

**Workshop:** training delivered in person at a venue organised by the Organisation

**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.

**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 either:

3.1.1 Participant or Organisation completes the Online Booking form

3.1.2 Upon receipt by Sands of a completed Booking Form from the Organisation or Participant

3.1.3 Upon log in to the Learning Management System

#### **4. SUPPLY OF THE TRAINING**

4.1 Sands shall use reasonable endeavours to supply the Training to the Participant or Organisation 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 Participant or Organisation. Should Sands need to cancel Training, for any reason, the Participant or Organisation will be advised in advance and offered a full refund.

#### **5. PARTICIPANT OBLIGATIONS**

5.1 The Participant and Organisation 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 Booking Form and ensure that such information is complete and accurate in all material respects; and

5.1.3 where a Training workshop is being delivered, provide Sands access to a suitable training space and any equipment necessary for the delivery of the Training as detailed on the Booking Form

#### **6. FEES AND PAYMENT**

6.1 Fees for the Training shall be calculated on a per-person basis for Participants or a per-training session basis for Organisations.

6.2 Participants shall make payment as required by the Online Booking Form

6.3 Organisations 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. CANCELLATION**

7.1 The Participant or Organisation may cancel training. Cancellations must be provided in writing to [training@sands.org.uk](mailto:training@sands.org.uk).

7.2 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.

7.3 Participants may transfer their place on training to another Participant if they provide the name of the other Participant to Sands at least 48 hours before a scheduled training event. No changes may be made to course bookings less than 48 hours before a training event.

#### **8. INTELLECTUAL RIGHTS**

8.1 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.

8.2 Training Materials and Training Content is exclusively for the benefit of Participant or Organisation and is not to be shared. Content may be copied, downloaded and reproduced for individual use by Participants or for internal use by Organisations, it must not be used for commercial purposes.

## **9. PRIVACY**

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

## **10. LIMITATION OF LIABILITY**

10.1 Sands shall not be liable for loss, or damage incurred by reliance placed on the information contained in Training Materials or Training Content how so ever caused. 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.

10.2 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 Participants.

## **11. COMPLAINTS**

11.1 If a Participant or Organisation is unsatisfied with any aspect of Training they are entitled to complain. Organisations and Participants 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 Organisation or Participant 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 Organisation or Participant within 20 working days. If the Organisation or Participant is unsatisfied with this response, Sands will work with the Organisation or Participant to reach a satisfactory outcome.

11.2 If the Participant or Organisation remains unsatisfied they are entitled to escalate the complaint to the charity regulator, The Charity Commission.

## **12. ENDORSEMENT**

12.1 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.

12.2 Only with written permission from Sands may an Organisation or Participant 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)

## **13. DATA**

13.1 Sands and the Participants and the Organisation 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;

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

13.3 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;

13.4 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;

13.5 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.

## **20. 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).