
**Amema Limited trading as
Profitter**

Terms and Conditions of Business

1. Definitions and Interpretation

“Certificate”	a document issued by us to the Registrant and/or you confirming that the Registrant has satisfactorily completed the Training Session;
“Claim”	means any cost, claim, expense, fines, penalties, judgements (including legal reasonable expenses), damage, loss, liability or rights of action;
“Consequential Loss”	means (i) consequential or indirect loss under English law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the Effective Date;
“Contract”	the agreement between you and us for the provision of a Training Session in accordance with these Terms;
“Course Fee”	means the full price or fee (but excluding any accreditation, exam or other fees) for a Training Session to be paid by you to us;
“Customer Care”	means our dedicated customer care department, contactable at 0800 0029712 or email address at: info@profitter.org.uk
“Data Protection Legislation”	GDPR and the Data Protection Act 2018 and any other law relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner;
“Effective Date”	means the date the Registration Confirmation is sent to you;
“Force Majeure”	means any cause beyond the reasonable control of either party (including without limitation strikes and/or lockouts, labour disputes external to us or you, and compliance with any law or government order, rule, regulation or direction of governmental agencies) provided that a lack of funds shall not constitute Force Majeure;
“GDPR”	the General Data Protection Regulations or Regulation EU 2016/679;
“Joining Instructions”	the documentation confirming all Registrant and Training Session details sent to you as part of the Registration Confirmation;

“Party”	either you or us but for the avoidance of doubt any of your employees who attend a Training Session at your cost are not a Party and have no rights under the Contract and the “Parties” means you and us;
“Registrant”	the individual for whom Registration is completed and who will attend the Training Session;
“Registration”	completion of the booking process by the Customer, offering to make a booking on a Training Session;
“Registration Confirmation”	our confirmation of acceptance of your offer to enter into a Contract to you detailing: <ul style="list-style-type: none"> – name of Registrant; – venue of Training Session and Training Session Start Date; – Certificate proposed to be awarded; – PPE to be supplied by Registrant/you; and – Joining Instructions
“Services”	the services comprised in the Training Session as detailed in the Joining Instructions;
“Terms”	these terms and conditions;
“Training Session”	means the session detailed in our course directory or certification directory as requested by you at Registration and as detailed in the Registration Confirmation;
“Training Session Materials”	any materials provided to you by us at the Training Session, for example, manuals, copies of slides, hand outs and other similar materials, in whatever form;
“Training Session Start Date”	means the date on which the Training Session starts;
“we, us, our”	Amema Limited a company registered in England and Wales under Company Number 11445886, with its registered office at Vine Road, Johnston, Haverfordwest SA62 3NZ;
“Working Day/s”	means a day or days on which banks are open for business as usual in England and Wales.
“you, your”	means the company or individual whose details are provided on the form at Registration;

2. General

- 2.1. These Terms (together with the Registration Confirmation) constitute the entire agreement between you and us in relation to the provision of a Training Session. The Contract replaces any prior arrangements or agreements made between you and us unless otherwise agreed to in writing between you and us and no amendment or variation to these Terms or the Contract is permitted, except with our prior written agreement. You acknowledge that you are not relying on any statement, implied warranty or representation made by or on our behalf other than those expressly set out in the Contract.
- 2.2. If any provision of the Contract becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of the Contract shall not be affected.
- 2.3. If we fail to enforce, or delay in enforcing, our rights or remedies under the Contract such failure or delay shall not operate as a waiver of that right or remedy and shall not prevent us from exercising that right or remedy in the future.
- 2.4. The Contract is not intended to be for the benefit of any third party and shall not confer any rights on any person under the Contracts (Rights or Third Parties) Act 1999 or otherwise.

3. Who may book Training Sessions

- 3.1. we accept bookings for Training Sessions from:
 - 3.1.1. individuals; and
 - 3.1.2. companies who may nominate employees.
- 3.2. Course Fees are chargeable on a “per person” basis.

4. When Booking is Completed

When you submit a booking for a Training Session, your submission represents an offer to us to book you onto the Training Session you have selected. We will accept your offer by entering your booking onto our system and sending you a Registration Confirmation by email.

5. Prices, discounts and sales taxes/VAT

Prices for Training Sessions will be our standard prices published from time to time.

6. What is included in the Course Fees

- 6.1. Training Sessions include:
 - 6.1.1. tuition;

- 6.1.2. Training Session Materials; and
- 6.1.3. refreshments and lunch.

6.2. Course Fees do not include:

- 6.2.1. accommodation;
- 6.2.2. travel to and from Training Sessions; and
- 6.2.3. personal protective equipment and clothing.

7. Payment of Course Fees

- 7.1. Course Fees must be paid in full at the point of booking via Stripe secure online payment process.
- 7.2. All major credit and debit cards are accepted. A receipt will be sent to you by email from Stripe confirming payment. Stripe will receive the information needed to verify and authorise your payment card and to process your order and is under strict legal and contractual obligations not to disclose this information to third parties. Please note that if you do not provide accurate details (including type of card and number) or if your credit card company does not authorise payment, your application will be deemed void. We will not accept any liability for costs incurred as a result of applications deemed void in this manner.

8. Joining Instructions

Joining Instructions including an outline of the course or certification session and venue details will be available prior to any Training Session Start Date. We will not be held responsible for non-receipt of Joining Instructions and refunds will not be issued under such circumstances.

9. Behaviour

We reserve the right to remove any Registrant from a Training Session whose behaviour is deemed inappropriate us. In these circumstances, we will neither refund any Course Fees or reimburse any other costs.

10. Lecturers

We will provide such lecturers to present the Training Session as we, in our sole discretion, deem fit and we will be entitled at any time to substitute any lecturer with any other person who, in our sole discretion, we deem suitably qualified to present the relevant Training Session.

11. Safety

- 11.1. You will shall procure that during the Training Session the Registrant complies at all times with the directions given together with our health and safety policies posted around the premises where the Training Session takes place.
- 11.2. Any safety equipment and/or protective clothing which the Registrant is required to bring to the Training Session will be specified in the Joining Instructions and you will provide this and ensure that it is fit for its required purpose.
- 11.3. We reserve the right to postpone or suspend a Training Session at any time if we consider there to be any risk to the health or safety of any person or risk of loss or damage to any plant, machinery, equipment or material.

12. Use of Tools

- 12.1. We will provide all tools necessary to enable you to undertake and complete Training Sessions.
- 12.2. We do not provide training on the use of tools. You will be notified within the Joining Instructions of the tools on which you will be expected to be competent.
- 12.3. Without prejudice to the provisions of clause 15 we will not be liable to you for any loss or injury suffered by you through use or misuse of tools supplied by us unless proven to have been caused by our negligence.

13. Cancellation, Substitution and Transfer of Registrants

13.1. Cancellation

If you need to cancel a place on a Training Session, you must notify us via email more than 14 Working Days before the Training Session Start Date. You will receive a full refund less an admin fee of 20% (plus VAT) of the Course Fee. If you cancel your place less than 14 Working Days before the Training Session Start Date, you will not be entitled to a refund.

13.2. Substitution

If you or the Registrant need to substitute any place on a Training Session, you must notify us via email. If we are notified more than 10 Working Days before the Training Session Start Date there will be no charge. Any substitutions made less than 10 Working Days before the Training Session Start Date will incur a £50 admin fee.

13.3. Transfers

If you can no longer attend the Training Session you are entitled to transfer your booking onto the next Training Session that has availability. The option only applies to Registrants who are transferring to a different date for the same Training Session and the date must be specified at the time of the transfer. The transfer is free of charge if

you notify us via email more than 10 Working Days before the Training Session Start Date.

- Transfers made 0-9 Working Days prior to a Training Session Start Date will be charged at 50% of the course fee plus a £50 admin fee

Please note once you have transferred your booking you will not be entitled to a refund and you cannot transfer more than once.

13.4. Non-attendance

If you/your Registrant fails to attend the Training Session without giving prior notice no refund of the Course Fees or transfers will be made/permitted for any means.

14. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Training Session Materials belong to us.

15. Our Liability

15.1. Nothing in the Contract shall exclude or in any way limit our liability for fraud, or for death or personal injury caused by our negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

15.2. We shall not be liable under, or in connection with, the Contract or any collateral contract for:

- loss of income;
- loss of business profits or contracts;
- business interruption;
- loss of the use of money or anticipated savings;
- loss of information;
- loss of opportunity, goodwill or reputation;
- loss of, damage to or corruption of data; or
- any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- except for matters caused by our negligence or wilful default (or that of our employees and agents), we shall not be liable to you and/or the Registrant for any loss, harm or damage caused.

15.3. Subject to the provisions of clause 13.2, our maximum aggregate liability under or in connection with the Contract, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to the Course Fee payable for the Training Session within which the liability arises.

15.4. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Training Sessions and the Training Session Materials and Documentation in particular, no conditions, warranties, representations or other terms, express or implied, are binding on us except as specifically stated in the Contract.

16. Value Added Tax

Course Fees (and any other associated costs) are quoted inclusive of VAT and any other taxes, which will be added and become payable as applicable.

17. Data Protection

17.1. We and you acknowledge our respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties.

17.2. Where either of us is processing personal data under or in connection with this Contract, the Supplier must, in particular, but without limitation:

17.2.1. only Process such Personal Data as is necessary to perform obligations under the Contract;

17.2.2. put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of that personal data, and against the accidental loss or destruction of or damage to such personal data, the state of technical development and the level of harm that may be suffered by a data subject whose personal data is affected by unauthorised or unlawful processing or by its loss, damage or destruction;

17.2.3. take reasonable steps to ensure the reliability of staff who will have access to personal data, and ensure that those staff are aware of and trained in the policies and procedures identified in this Clause 16; and

17.2.4. not cause or allow personal data to be transferred outside the European Economic Area without the prior consent of the data subject.

17.3. Each of us shall ensure that personal data is safeguarded at all times in accordance with the law, and this obligation will include (if transferred electronically) only transferring personal data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards, and as otherwise required by those standards applicable to the parties under any law.

18. Completion of Session and Certificates

- 18.1. All aspects of the Training Session must be completed to the specified standard(s) to receive certification. Should the Registrant successfully complete the Training Session, a Certificate will be issued.
- 18.2. Should the Registrant fail to participate in any element of the Training Session, we will issue a letter of non-attainment confirming that a Registrant has failed to satisfactorily complete a Training Session.
- 18.3. Where a Registrant is unable to complete a Training Session for any reason, the full Course Fee remains payable. In exceptional circumstances, should a Registrant provide, in our sole opinion, a valid reason for being unable to complete a Training Session, the Registrant may be given the opportunity to return and complete the uncompleted part of the Training Session within a 3-month period. We will advise additional fees associated with completion of an uncompleted Training Session and payment must be received in cleared funds at least 24 hours prior to recommencement of the Training Session.
- 18.4. Certificates may be renewed on application or through completion of a desktop review of your certification every 12 calendar months from first certificate issuing date. Checking you/the Registrant has appropriate insurance, skilled site operatives, legal status and we have up to date contact information.

19. Force Majeure

In the event that we are unable, wholly or in part, by Force Majeure to carry out our obligations under the Contract, upon giving notice and reasonably full particulars of such Force Majeure to you within a reasonable time after the occurrence of the cause relied upon, our obligations, so far as they are affected by such Force Majeure, shall be suspended during but no longer than the continuance of the inability so caused and such further period thereafter as shall be reasonable in the circumstances. We will use reasonable endeavours to eliminate the circumstances of Force Majeure relied on to enable us to resume the full performance of our obligations and minimise the effects of the circumstances of Force Majeure. If we are unable to provide any Training Session, or any part of any Training Session, by reason of Force Majeure, we will be entitled to postpone or cancel that Training Session, or part of it. We will use reasonable endeavours to reschedule the Training Session to a mutually acceptable date if possible.

20. Applicable Law and Jurisdiction

The Contract, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the Parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract or its subject matter.