



University of  
St Andrews

## CHASE terms and conditions

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<b>Key terms</b>	CHASE, terms, conditions
<b>Purpose</b>	This document outlines the terms and conditions for all CHASE Services, including bookings and payments.

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1.0	Update	Active	Training Coordinator (CHASE), EHSS	08/09/23

## 1. INTRODUCTION

- 1.1. These terms and conditions outline the expectations of those individuals, organisation's, or groups who access Services provided by CHASE.
- 1.2. CHASE, an extension of the University of St Andrews, whose head office resides at College Gate North Street, St Andrews, Fife KY16 9AJ, shall supply Services on the terms and conditions set out in the Proposal.
- 1.3. By ordering the Services set out in the Proposal, you are deemed to have accepted and agree to be bound by these terms and conditions.

## 2. DEFINITIONS

- **University** – refers to the University of St Andrews.
- **CHASE** – refers to the Centre for Health and Safety Excellence.
- **Proposal** – refers to a digital or printed document outlining the Service CHASE proposes to offer.
- **Services** – refers to any work that will be undertaken by CHASE on behalf of the client.
- **Contract** – refers to the formal agreement between CHASE and the client.

## 3. APPLICATION OF TERMS

- 3.1. Unless otherwise agreed in writing, these terms and conditions are the only conditions upon which CHASE are prepared to supply the Services to you. These shall constitute the whole **agreement** between the University and you (**Contract**) and will govern the contract to the entire exclusion of all other terms or conditions (including your terms and conditions or those implied by trade, custom or practice).
- 3.2. All Contracts are subject to acceptance by the University, and CHASE will confirm such acceptance to you by sending you an e-mail confirming the booking of services. The Contract will only be formed once you receive notification and, where applicable, appropriate payment made.

## 4. DELIVERY OF SERVICES

- 4.1. Shall be provided on the date specified on the Proposal.
- 4.2. CHASE shall provide or otherwise procure the provision of the Services with all reasonable skill and care.

## 5. NON-DELIVERY OF SERVICES

- 5.1. If CHASE needs to postpone a Service, we shall notify you as soon as possible and provide you with a new date.

- 5.2. Should CHASE need to cancel a Service, you shall be offered the opportunity to transfer to an alternative date or given a full refund upon request.

## 6. CANCELLATION OF SERVICES

- 6.1. Please note that non-attendance without prior notification will result in 100% payment of the Service fees.
- 6.2. Should you wish to cancel any booking of a Service in advance of the start date, a cancellation notice should be sent to CHASE as soon as possible. If cancellation takes place within twenty-eight days (28), the following charges will apply:

Notice Period	Percentage of Price payable
Less than 14 days	100%
Between 15 and 21 days	50%
Between 22 and 28 days	25%
More than 28 days	0%

## 6.3 EXAM/ASSESSMENTS ONLY

- 6.3.1. Providing CHASE has been given a valid and verifiable explanation, a refund of any examination or assessment fees is obtainable provided the cancellation notice is received before the registration process has been completed with the awarding body.
- 6.3.2. Where an examination or assessment has been confirmed and there is non-attendance, without prior notification or approval, no refund will be available.

## 6.4 DEFERMENT

Requests for deferment of training should be directed to [chase@st-andrews.ac.uk](mailto:chase@st-andrews.ac.uk), and will be assessed on a case-by-case basis.

## 7. PRINTED AND DIGITAL RESOURCES

- 7.1. Please note that non-attendance without prior notification will result in 100% payment of the Service fees.
- 7.2. A full refund of Services, excluding any postage and packaging costs, is subject to the return of printed materials within 14 days. They must be received in an unused and reusable condition.
- 7.3. Written confirmation should be sent to CHASE confirming that any digital materials have been destroyed. Refunds will be not issued without such evidence.

7.4. Should CHASE be required to resend any materials because of incorrect mailing details, these costs will be recharged in full.

7.5. For items posted overseas the consignee will be responsible for any customs duties and local taxes. The University cannot be held responsible for the late delivery of items ordered close to the course date.

## 8. **PRICE**

8.1. Unless otherwise agreed by CHASE and the University in writing, the price for Services will be the price displayed on the Proposal, with value added tax included. The price is subject to the addition of all costs or charges in relation to postage, carriage, and insurance.

8.2. You must make all payments due, in advance, under the Contract, without any deduction.

8.3. Prices are subject to change at any time but will not affect bookings already confirmed by CHASE.

## 9. **PAYMENTS AND REFUNDS**

9.1. All payments are subject to the following conditions:

9.1.1. the University cannot accept liability if payment is refused or declined by the credit/debit card supplier for any reason; and

9.1.2. if the card supplier declines payment, the University is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.

9.2. Refunds will be made as soon as possible following cancellation and, in any case, will be authorised within thirty (30) days of the day of notice of cancellation.

9.3. Refunds, if applicable, will only be made to the debit/credit card used for the original transaction.

## 10. **SERVICE AVAILABILITY**

10.1. We take all reasonable steps to keep our website functioning daily, however, downtime may occur due to routine maintenance or technical issues. Where possible, we will try to warn you about any potential issues that could cause downtime on our site.

10.2. CHASE owns the intellectual property of all content on our website, and no content may be reproduced, stored in a retrieval system, or transmitted without prior written consent from the University.

10.3. Where additional support is required for individuals with learning disabilities, CHASE should be notified more than 28 days before the Service start to ensure appropriate assistance is available.

## 11. DATA PROTECTION

- 11.1. Please read the [Privacy Policy](#) for details of how CHASE and the University will use information about you. By agreeing and accepting these terms and conditions you hereby agree and accept the terms of our Privacy Policy.

## 12. LIABILITY

- 12.1. The University shall, in no circumstances, be liable to you in contract, delict (including negligence) warranty or otherwise, in respect of any of the following losses or damage (whether such losses or damages were foreseen, foreseeable, known or otherwise):
- 12.1.1. indirect or consequential loss or damage.
  - 12.1.2. loss of business profits, salary, business revenue, goodwill, or anticipated savings; or
  - 12.1.3. loss which could have been avoided by you through reasonable conduct.
- 12.2. Nothing in these terms and conditions excludes or limits the liability of the University for death or personal injury caused by the University's negligence or excludes the University's liability for fraudulent misrepresentation.

## 13. WARRANTIES

- 13.1. Nothing in these terms and conditions excludes or limits the liability of the University for death or personal injury caused by the University's negligence, or excludes the University's liability for fraudulent misrepresentation

## 14. TERMINATION

- 14.1. The University may terminate the Contract with immediate written notice if you fail to pay the price of the Services in accordance with these terms and conditions.
- 14.2. Notwithstanding termination of the Contract for any reason you will continue to be liable for that proportion of the full price attributable to those Services provided up until the date of termination.

## 15. WRITTEN COMMUNICATIONS

- 15.1. Applicable laws require that some of the information or communications the University send to you should be in writing. The University will contact you by e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that the University provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 16. NOTICES

16.1. All notices given by you to the University must be given to the Chief Legal Officer, University of St Andrews, College Gate, North Street, St Andrews, KY16 9AJ or via the email address Chieflegal@st-andrews.ac.uk. The University may give notice to you at either the e-mail or postal address you provide to the University when placing an order. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 17. ASSIGNATION

17.1. The University may at any time assign the Contract or any of the University's rights or obligations under it. You may not assign the Contract or any of your rights or obligations under it.

## 18. WAIVER

18.1. The failure of either party to exercise or enforce any right conferred on that party by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

## 19. SEVERABILITY

19.1. If, and in so far as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect.

Version number	Purpose / changes	Document status	Author of changes, role, and school / unit	Date
1.0	Update	Active	Training Coordinator (CHASE), EHSS	08/09/23