



# Terms and Conditions – SafeWise Membership

## Please read all the terms and conditions

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please contact us on 01202 591330 ext. 204 or email [support@safewise.org](mailto:support@safewise.org)

1. The Terms and Conditions will apply to the purchase of the Membership by you (the customer or you). We are SafeWise, a registered charity and company limited by guarantee, in England and Wales under charity number 1058562 and company number 3251868, whose registered office is at Unit 1 Roundways, Elliott Road, Bournemouth, BH11 8JJ. Email address [support@safewise.org](mailto:support@safewise.org) and telephone number 01202 591330.
2. These are the terms on which we sell all Services to you. Before you place an order on the Website, you will be asked to agree these Terms and Conditions by clicking the button marked 'I Accept'. If you do not click the button you will not be able to complete your Order. You can only purchase the Membership from the Website if you are eligible to enter into a contract and are at least 18 years old.
3. The description of the Membership is as set out on our website [www.safewise.org](http://www.safewise.org) or any other form of advertisement.
4. All Services which appear on the website are subject to availability.
5. We can make changes to the Membership which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
6. When registering to use the Website you must set up a username and password for your organisation/school which can only be used by the organisation/school that purchased the Membership. Academies are required to purchase individual memberships for each school. All individuals accessing the username and password are responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to any other school/organisation. Your membership may be suspended if these terms are broken.
7. We retain and use all information strictly under the Privacy Policy.
8. We may contact you by using email or pre-paid post.

9. The description of the Services on our website does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
10. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
11. A Contract will be formed for the Membership ordered, only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the contract by means of email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event before performance begins of any of the Services/Membership.
12. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it had been entered into unless the variation is agreed by the Customer and the Supplier in writing.
13. The fees for the Membership or other charges are as set out on the Website at the date we accept the Order or such other price as we may agree in writing.
14. Fees and charges do not include VAT as this does not need to be charged on the membership.
15. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or by requesting an invoice via email to [support@safewise.org](mailto:support@safewise.org) payment must be received before delivery of the service.
16. Once payment has been received you will receive login details to your membership area.
17. Whilst every effort is made to check external links, you remain responsible for reviewing these. SafeWise is not responsible for any resources/content accessed via external links.
18. Bookings for Centre Visits should be made via the membership area or by emailing [support@safewise.org](mailto:support@safewise.org) quoting your membership number. Centre bookings will be subject to Centre Visit terms and conditions supplied on the membership area or at the time of booking.
19. Booking for the free hire of the Bournemouth Learning Village and associated rooms is limited to one booking per 12 months, subject to availability and should be made by emailing [support@safewise.org](mailto:support@safewise.org)
20. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving a reason, and without incurring any liability.
21. Your membership will automatically renew on an annual basis. SafeWise will email you prior to your renewal. If you do not wish to renew then you must inform us prior to your renewal date.
22. Right to cancel – you can cancel this contract within 14 days without giving any reason.
23. The cancellation period will expire after 14 days from the day the contract was entered into.

24. To exercise the right to cancel, you must inform us if your decision to cancel this Contract by a clear statement setting out your decision (e.g. letter sent by post or email). You must be able to show clear evidence of when the cancellation was made.
25. If you wish to cancel this Contract, we will reimburse all payments received from you.
26. In the event of a failure to be able to provide a service because of something beyond its reasonable control:
- The party will advise the other party as soon as reasonably practicable; and
  - The party's obligations will be suspended so far as is reasonable, provided that the party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.
27. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
28. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy and cookies policy ([www.safewise.org/privacy/](http://www.safewise.org/privacy/))
29. We are a Data Controller of the Personal Data we Process in providing the Services to you.
30. Where you supply Personal Data to us so we can provide services and goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:  
Before or at the time of collecting Personal Data, we will identify the purposes for which the information is being collected;
- We will only Process Personal Data for the purpose identified;
  - We will respect your rights in relation to your Personal Data; and
  - We will implement technical and organisational measures to ensure your Personal Data is secure.
31. For any enquiries or complaints regarding data privacy, you can email [support@safewise.org](mailto:support@safewise.org)
32. The Contract is governed by the law of England and Wales.
33. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
34. We try to avoid any dispute, so we deal with complaints as follows:  
If a dispute occurs customers should contact us to find a solution ([support@safewise.org](mailto:support@safewise.org)). We will aim to respond with an appropriate solution within 5 working days.

**Consumer** – an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

**Contract** – the legally binding agreement between you and us for the supply of Services;

**Goods** – any goods that we supply to you with the Services, of the number and description as set out in the Order;

**Order** – the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;

**Privacy Policy** – the terms which set out how we will deal with confidential and personal information received from you via the Website;

**Services/Membership** – the services advertised on the Website, including Goods, of the number and description set out in the Order;

**Website** – our website [www.safewise.org](http://www.safewise.org) on which the Services are advertised.