

**E-COMMERCE TERMS AND  
CONDITIONS (SERVICES)**

**Dated the 28<sup>th</sup> day of July 2017.**

**Seamus O Sullivan Training**

**[www.seamusosullivan.ie](http://www.seamusosullivan.ie)**

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE,  
CLICKING, ORDERING, BUYING TRAINING COURSES OR  
ACCESSING OR DOWNLOADING ANY TRAINING MATERIALS  
FROM THIS WEBSITE:**

**Alteration**

The Website Owner may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

## TERMS OF BUSINESS

1. Interpretation. In these conditions of sale:

The “Agreement” means the agreement, which is formed when we accept an order from you, as, provided in Clause 3 below.

“Customer” or “you” means the person who purchases Services via the [www.seamusosullivan.ie](http://www.seamusosullivan.ie) website whether a consumer or a businessperson.

“Services” means the services described in the order confirmation.

“Supplier”, “we” or “us” means Seamus O Sullivan Sole trader trading as Seamus O Sullivan Training whose office is at Caher, Aghadoe, Killarney, County Kerry. 087 2765335-email [seamus@seamusosullivan.ie](mailto:seamus@seamusosullivan.ie) Tax number 3661348I

“These terms” means the terms of business set out in this document.
2. Terms of Sale. The advertising of Services on this website does not constitute an offer to sell them as described, or to sell any services at all. By clicking to place an order, you are making an offer to buy which incorporates all these terms and conditions. Browsing of the website indicates acceptance of our terms and conditions which are accessible through the website. If we agree to accept your offer, you will receive an order confirmation. We reserve the right to decline any order, without giving a reason.
3. Orders. Orders are only binding when the order

confirmation is received. You should check the order confirmation and notify the Supplier of any mistake by email or telephone immediately; otherwise the details stated in the order confirmation will apply to the Agreement. It is advisable to print off a copy of the terms and conditions when the order is confirmed. Email is the primary communication method and all students MUST access their individual email account on a regular basis to ensure receipt of all notices. You MUST give a valid working email account.

We reserve the right to modify the contents of its courses and also reserve the right not to provide a course if there are insufficient learners.

4. Availability. If you order Services and we accept the order, we reserve the right to notify you that the Services are no longer available at any time up to providing them. You can then cancel the Agreement and we will refund you all money paid in full.
5. VAT. Unless they are expressly quoted as not including VAT, all Prices are inclusive of value added tax and other government taxes or duties.
6. Payment. Full Payment for the service is collected from your credit/debit card/ PayPal account/Credit note/ or other payment method agreed with the Supplier prior to or at the same time that your order confirmation is sent, and before the Services are supplied.  
There may be an early bird book discount offered,

this is limited to a certain number of individuals who book online, early within the specified timeframe and subject to conditions as set out. Once these places are gone there is no further discount available.

7. **Time of Performance.** We will use reasonable efforts to meet any stated dates for performance, but it should be understood that they are estimates and we are not liable in contract, negligence or otherwise for any loss or damage resulting from them not being met, howsoever caused.
8. **YOUR RIGHT TO CANCEL.** We usually start to undertake the Services shortly after your order is confirmed, and you agree that we can do so. Once we start the service, you will have no right to cancel and if you do clause 19 applies. However, if we have not started to undertake the Services, you may cancel your order for up to 14 working days from the time of the order confirmation. To do so, you should telephone us and then confirm your cancellation in writing. This is subject to the cancellation/booking clause at Clause 19 below.
9. **Prices Quoted.** Unless otherwise stated, prices quoted are only valid during your browser session.
10. **Queries and Complaints.** Notification of queries and/or complaints must be notified to us in writing within fourteen (14) days of the problem arising, or fourteen (14)] days of completion of the Services, whichever is the earlier.

11. Warranties. We warrant that the Services will be provided with  
Due skill, care and diligence, and that any materials used will be Sound and reasonably fit for the purpose for which they are required.
12. Remedy. Subject to Clause 15, if we are in breach of the warranties given by us under Clause 10, our liability shall be limited to: correcting the problem at our expense; or
13. Please note that nothing on this website can be used for commercial Purposes.
14. All material and intellectual property on this website including written and pictorial material copyrights, design and trademarks are owned by Seamus O Sullivan t/a Seamus O Sullivan Training and no use can be made of this content without the express consent of Seamus O Sullivan. Seamus O Sullivan owns all rights, title and interest in the blended Learning online courses. By purchasing a course you are granted a license to do the course.
15. No Other Liability. Subject to Clause 12, we will have no further liability to you other than as described in Clause 12, whether under these terms sale or on any other basis including liability in tort as a result of the sale of the Goods. This does not affect your statutory rights
16. Consequential Loss Etc. Subject to Clause 15, we will not under any circumstances be liable to

the Customer by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these terms, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by our negligence, or that of our employees, agents or subcontractors or otherwise, even if advised of the possibility of such damages. This does not affect your statutory rights.

17. Non-Excludable Liability. Nothing in these conditions of sale shall exclude or limit our liability for death or personal injury resulting from our negligence, or that of any of our employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.
  
18. Force Majeure. We are not liable for delays in performance (including delivery or service) caused by circumstances beyond our reasonable control and will be entitled to a time extension for performance. Examples include strikes, problems with suppliers or transport, industrial relations problems, exchange fluctuations, governmental or regulatory reaction technical issues, e.g. if WWW failed, computer system hacked into, computer failures, power failure at the training venue (included) and natural disasters. If the conditions last for more than 2 months, the Agreement may be terminated by either party without compensation. In no event shall the

Supplier be responsible to you for any loss of profits, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. Further, in no event shall we be liable to you for indirect or consequential losses that you might suffer. Our maximum aggregate liability to you for any claim is limited to the amount of the course fee paid. The Supplier shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, and misrepresentation (whether innocent or negligent) otherwise for:

- loss of profits; or
- loss of business; or
- depletion of goodwill or similar losses; or
- loss of anticipated savings; or
- loss of goods; or
- loss of use; or
- loss or corruption of data or information; or
- any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

#### 19. Booking Policy and Course Requirement

BOOKING. It is the responsibility of the Applicant to select a suitable course and to ensure they meet the required entry requirements for a given course at the time of booking (no refunds will be made if applicant subsequently does not meet the required entry level).

#### ❖ Solas Safe Pass Courses

On the morning of the course, participant(s) MUST

- Be over 16 years of age and be in the training room before 7.50



am.

- Prior to enrolling on the course, valid photo ID, two passport photos (recently taken/identical) and a valid Irish PPS number must be provided by the participant/customer. You can not attend a Safe Pass course unless you have a valid Irish PPS number, and a good standard of English (written and oral, aural). **You will not be allowed attend without valid photo ID/photos.** You must at all times ensure that your name is spelt correctly in accordance with your birth certificate. All fada's and other elements of your name must be inserted in the form as this is the format the eventual certificate will be in and if there are any amendments afterwards there is a cost of €100 to same.

If you provide an incorrect Irish PPS number you will NOT get a Safe Pass card and will lose your payment for the course.

**You MUST** reply to any query within 24 hours by e-mail where they are questions to clarify date of birth, provide a copy of Valid ID or any other queries from Seamus O Sullivan. Failure to reply will result in the loss of your Safe Pass card

Where Participant(s) do not show up, arrive late (after 7.50 am) or cancel within 48 hours, or cannot do the course due to inadequate language skills the full course fee will apply. Substitutions are permitted provided written notice is received and accepted by Seamus O Sullivan.

- Course times are 8 a.m. to 5.15 p.m. This is a standard timetable provided by Solas who certify the course and must be followed. Note, you are expected to be in the room before 7.50 a.m as you have certain administration tasks to fulfil.

- The course will be delivered in English, and participant must have a good standard of English, spoken, aural and oral. Where

doubt exists as to the level of understanding, and ability to communicate the English language, the potential candidate will be asked a standard series of questions, (available on request), which must be understood, failure to understand, reply to these questions will result in the potential candidate being asked to leave the room, and client will lose all payment, and will remain liable for any outstanding fees. This is because the candidate will be unable to understand the contents of this important safety course. All safe pass courses are subject to Solas course requirements as set out in their current code of practice/conduct

Tea/coffee/biscuits are included (lunch is not provided)

The Safe Pass card, can be collected, or posted, **at your risk**, by ordinary post to successful candidates. Seamus O Sullivan cannot be liable for non-arrival of the Safe Pass card. It is your responsibility to ensure the envelope with your name and address and Eircode (postcode) is correct. Registered & insured post is recommended and if required, will cost extra and MUST be paid on the day of the course. You must ensure the address given on the day is the correct one and will not be liable to change.

Successful participants can collect completion (comfort) letters on the course day only. They will not be provided at a later stage. Replacement letters will NOT be provided.

Cancellation policy: Re: Safe Pass Courses require a Minimum of eight participants to run. In the event of a course being cancelled, participants will receive a full refund. Other courses may not have a minimum number required to ensure they take place. Seamus O Sullivan aims to contact you as soon as possible if a course is cancelled. It is the course fee only that will be refunded and no other fees/expenses.

Please note that the course or event description is intended as a

guide. The facilitator reserves the right to deviate somewhat from the description in order to best accommodate the needs of the participant and the dynamic of the group. NOTE: Specific requirements must be followed with Safe pass, which has a set course schedule, and timetable, which is required to be covered.

Solas rules codes of conduct apply to participants on the course. Applicants are required to inform us at the time of any medical condition or disability which may affect attendance at Programmes or which may require additional accommodation by us. This must be done by sending an email to [seamus@seamusosullivan.ie](mailto:seamus@seamusosullivan.ie)

## **19.2 ONLINE COURSES/BLENDED COURSE REQUIREMENTS**

### **❖ Hardware-software required**

Course Applicants are required to have sufficient IT skills and access to appropriate IT/computer facilities to participate in their chosen course.

You must have up to date good quality antivirus, malware, spam ware protection and you must follow good cybersecurity practice.

You must not attempt to interfere in any way with the proper working of the Website and/or the Courses and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.

### **Provision of Technical Support**

If you experience technical problems with the course,

Seamus O Sullivan will work with you to resolve the problem where reasonably possible. This includes reasonable telephone and email support, and liaison with your IT department/provider, as we deem necessary.

In situations where it is deemed that the configuration of your computer or IT infrastructure is having a detrimental effect on the performance of our application (for example you may use an unsupported device/browser, a thin client, have a proxy or firewall which is blocking access to programmer resources) we cannot continue to provide inclusive technical support.

In such a situation we can pass you on to our recommended IT support partner (hourly rates available on request) who will be able to work directly with you to rectify any issues with your system.

Alternatively you can consult with your own IT support partner for a resolution.

Email is the primary communication method and all students MUST access their individual email account on a regular basis to ensure receipt of all notices

Once a student is enrolled on a programme of study, no part of course fees are refundable or transferable. No refund will be made in any circumstances to students who fail to attend classes or who commence a course and subsequently feel that the course does not suit him/her.

**Website Services and Availability and availability of technical support**

From time to time downtime, either scheduled or unscheduled, may occur. This is a common issue using the public web. We will work within reason to ensure this amount of downtime is limited. Service Provider will not be held liable for the consequences of any downtime of the public web/online service

Service is “as is” so it may have errors or interruptions and I can provide no warranties that the World Wide Web will not be prone to interruption when you require it.

20. Cancellation policy: Safe Pass Courses require a minimum of eight participants to run. In the event of a course being cancelled, participants will receive a full refund. Other courses may not have a minimum number required to ensure they take place. Seamus O Sullivan aims to contact you as soon as possible if a course is cancelled. It is the course fee only that will be refunded and no other fees/expenses.

Please note that the course or event description is intended as a guide. The facilitator reserves the right to deviate somewhat from the description in order to best accommodate the needs of the participant and the dynamic of the group except for Safepass which has a set course schedule and timetable which is required to be covered.

A ‘no show’ on the day also incurs a 100% cancellation fee.

Seamus O Sullivan Training reserves the right to cancel course dates in the event of insufficient enrolments

Should a participant need to cancel 48 hours or more prior to a course or event, they will receive a FULL refund minus the booking fee of 10

**Where participant(s) do not show up, arrive late or cancel within 48 hours, the full course fee will apply.**

Substitute delegates are permitted on all courses provided entry requirements are adhered to it is accepted by Seamus o Sullivan.

On the day the course begins or beyond this point, we cannot provide refunds, credit or transfers, nor do we provide partial refunds if participants have missed classes, or leave early for any reason or fail the test

We cannot confirm your place on a course until we have received full payment. Applicants are not guaranteed a place on any Safepass programme until all fees are paid in full. All fees must be paid and cleared in full prior to commencement of training.

If a person does not show up they will be charged in full for the course.

Cancellation of an online/ e-learning course,

If you cancel any e-learning course or package you will not be entitled to any refund, nor will you be able to transfer your place either to another person or onto another e-learning course.

Please note that by signing up for an online course you verify that you have access to good Internet

You also verify that you have the ability to use a computer

Please note that once the online course has commenced and should the applicant not complete it no refund of the fees can be provided.

A valid booking is not completed on all courses until the full

money for the course is paid and the Applicant receives a valid confirmation.

It is up to the customer to ensure that they have the technology and the ability to do the course. They require access to good quality internet, the use of a modern computer, and a working e-mail address. Please note that a smart phone is not suitable for online courses/blended courses at present.

**Blended courses.**

The application MUST successfully complete the online section first, and then arrange a suitable day with Seamus O Sullivan Training, so they can do the final module in Killarney, or other such other venue as provided by Seamus O Sullivan Training.

Once all sections in the course have been completed and a test has been attempted further use, even by the same person, will result in the use of an additional credit, which result in an additional cost.

21. Clause dealing with the risks of communicating by electronic means. While every endeavor will be made to minimize risk please note that there is risks association with communication by electronic means and Seamus O Sullivan shall have no liability in relation to any adverse consequences as a result of any such electronic communication.
22. User name and password. The Customer shall take full responsibility and liability for the security of each of his/her own user names and passwords, and shall be solely responsible for all use of the Services through such user names or passwords. The Customer agrees to





website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the Website Owner in respect of your use of the website.

26. **Governing Law.** Irish law and the exclusive jurisdiction of the courts of the Republic of Ireland shall govern these conditions of sale. The Vienna Convention on contracts for the international sale of goods is excluded in its entirety. Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of The republic of Ireland without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the Courts of Ireland in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.
27. If you access the Services from outside the Republic of Ireland you do so at your own risk and are responsible for complying with the laws in the place where you access the site.
28. The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

