

Our Terms and Conditions of Use

1 Information about COSAC

This website is operated by The Compliance and Skills Academy (**Company No. 07140001**) and our registered office is at **5 Sarus Court, Manor Park, Runcorn, Cheshire, WA7 1UL** (referred to as “COSAC” in these terms and conditions).

Our VAT number is: **168660574**.

If you wish to contact us, please telephone **01928 531743**, email **enquiries@cosac.co.uk**, visit our “contact us” page, write to us at the address above.

2 Status of these terms and conditions and updates

These terms and conditions, together with our Privacy Policy and Copyright Policy, will form a legally binding agreement between you and COSAC in relation to your use of the COSAC website. By using the COSAC website, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms and conditions, you must not use the COSAC website.

This version of the COSAC terms and conditions supersedes all prior, written or oral understandings or agreements and applies to the exclusion of any other terms or conditions that you may seek to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. We may update these terms and conditions from time to time. Any changes to these terms and conditions will be displayed on the COSAC website and your continued use of the website indicates your agreement to these changes. Accordingly, please check this page from time to time to take notice of any changes we made, as they will be binding on you. Any changes to specific seller terms will be notified by email to the seller.

3 Access to the COSAC website and COSAC’s liability

Although COSAC makes reasonable efforts to update the information on the COSAC website, COSAC makes no representations, warranties or guarantees that the content on the COSAC website is accurate, complete or up-to-date.

COSAC does not guarantee that the COSAC website, or any content on it, will always be available or be uninterrupted. Access to the COSAC website is permitted on a temporary basis. COSAC may suspend, withdraw, discontinue or change all or any part of the COSAC website without notice. COSAC will not be liable to you if for any reason the COSAC website is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access the COSAC website through your internet connection are aware of these terms and conditions and that they comply with them.

Nothing in these terms and conditions excludes or limits COSAC’s liability for death or personal injury arising from COSAC’s negligence, or COSAC’s fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

To the extent permitted by law, COSAC excludes all conditions, warranties, representations or other terms which may apply to the COSAC website or any content on it, whether express or implied.

COSAC will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the COSAC website; or
- use of or reliance on any content displayed on the COSAC website.

If you are a business user and you purchase a service/product on the COSAC website then (subject always to the provisions above and below) COSAC's total liability to you will be limited to the total amount paid by you for the product. If you are a business user and you sell a product on the COSAC website, COSAC's total liability to you will be limited to the amount of commission payable by you to us.

If you are a consumer user then (subject always to the provisions above and below) COSAC will be responsible for loss or damage you suffer that is a foreseeable result of COSAC's negligence or breach of these terms and conditions, but COSAC will not be responsible for any loss or damage that is not foreseeable.

COSAC will not be liable for:

- loss of data (as it is your responsibility to back-up and keep copies of all data you submit to the COSAC website);
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

COSAC will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the COSAC website or to your downloading of any content on it, or on any website linked to it.

COSAC assumes no responsibility for the content of websites linked on the COSAC site. Such links should not be interpreted as endorsement by COSAC of those linked websites. COSAC will not be liable for any loss or damage that may arise from your use of them.

Product descriptions and images displayed on the COSAC website are illustrative only and are published to provide users with a guide to the products being offered and do not contribute in any way to a binding contract between users and sellers and/or COSAC. No responsibility or liability is assumed by COSAC for the information, service and/or products being suitable for the purpose of the user.

If you are a consumer, advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms and conditions will affect these legal rights.

4 Intellectual property

COSAC is the owner or the licensee of all intellectual property rights in the COSAC website, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved. For further information on intellectual property, please see our Copyright Policy.

5 Viruses

COSAC does not guarantee that the COSAC website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the COSAC website. You should use your own virus protection software.

You must not misuse the COSAC website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the COSAC website, the server on which it is stored or any server, computer or database connected to the COSAC website. You must not attack the COSAC website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

6 Linking

You may link to the COSAC home page, provided you do so in a way that is fair and legal and does not damage COSAC's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. COSAC reserves the right to withdraw linking permission without notice.

Where the COSAC website contains links to other sites and resources provided by third parties, these links are provided for your information only. COSAC has no control over the contents of those sites or resources.

7 Governing law and jurisdiction

These terms and conditions shall be governed by and read in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the courts of England.

If you require a copy of these terms and conditions in a printable document you can request a copy by contacting us on 01928 531743

8 Additional terms relating to the use of our website

- Registered users of COSAC Learning Portal - myCOSAC
- Payments
- Cancellations and Refunds

9 Registered users of COSAC Learning Portal - myCOSAC

Using myCOSAC you can purchase and access courses. To register with the myCOSAC you must be 18 years of age or over and must provide a valid email address and accurate information about yourself. If we notice that any information given by you is untrue or inaccurate we have the right to delete your registration without notice, at any time. Your personal information is subject to our Privacy Policy.

You must keep your username and password confidential. Should you approve another individual to use your account you are solely responsible for their actions. If you are using the account on behalf of an organisation you must be authorised to represent that organisation. If you find that there has been unauthorised use of your account you agree to notify COSAC immediately.

To participate in the myCOSAC online community, you will need to be logged in to your account. Treat other users of the myCOSAC with respect and courtesy. Any misuse of the online community will result in your user account being suspended.

All posts are the opinions of the author and do not represent those of COSAC.

If the behaviour of others or any posted content or private message makes you feel at all uncomfortable or worried, then alert the Site Administrator immediately.

10 Payments

Payment can be made by any major credit or debit card or bank transfer. You must pay in full or provide a purchase order before the start of any training event or eLearning. We shall contact you should any problems occur with your payment.

Prices exclude VAT unless otherwise stated.

All discounts, whether advertised or stated in correspondence, are mutually exclusive i.e. only one discount can be applied to any one booking.

11 Cancellations and Refunds

eLearning courses once purchased cannot be cancelled and/or refunded.

eLearning courses may not be transferred to other individuals.

12 Terms and Conditions for COSAC Safe2Site Online Course

COSAC - Safe2Site is online learning and assessment, recognised by CSCS as an alternate course for the CSCS Green Labourer Card. By enrolling on this course you agree that you have read and understand the following terms and conditions.

12.1 Online Assessment

The final online assessment of the course is remotely invigilated by our partner TestReach [[find out more](#)]. The course materials can be accessed on a smartphone or tablet, but for the final assessment, you **must** have access to a desktop or laptop computer with the following criteria:

- Intel Core i3 (or equivalent) and 4GB RAM
- A working webcam, microphone and speaker
- Minimum screen size 13" and a resolution of 1024 x 768
- A reliable internet connection, minimum continuous speed of 516kbps (recommend Chrome/Firefox browser)

You need to book a time slot for your online final assessment, 72 hours in advance. You must log in 15 minutes prior to the test. If you miss your test appointment, you will need to rebook and will be charged for a resit.

Any candidate found to have breached the test rules, will be removed from the course and prohibited from rejoining the course in the future.

12.2 Identification Requirements

Candidates are required to present valid photographic ID such as a passport or driving licence, prior to their online final assessment. If you do not bring suitable ID you will not be allowed to take the test.

12.3 Test Results

Candidates will be given written confirmation of whether they have passed or failed the test.

After successfully passing the Safe2Site final test, an electronic course certificate is available for download, which is required when apply for CSCS Green Card.

Test resits are charged at £30 each, which is the cost of administering and invigilating the test.

12.4 Course Limitations

We do not offer either the CITB Operatives Health, Safety and Environment Test or a CSCS card application service.

The CSCS scheme is owned by Construction Skills Certification Scheme, You can find more information about them by visiting their website at <http://www.cscs.uk.com>

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