



The Soteria Group Ltd

Privacy Policy - Terms and Conditions - Cookie Policy - Sales/ Product Policy

Introduction

The Soteria Group Ltd is committed to data security and the fair and transparent processing of personal data. This privacy policy (Policy) sets out how we will treat the personal data which you provide to us in compliance with applicable data protection law, in particular the General Data Protection Regulation (EU) 2016/679 (GDPR).

Please read this Privacy Policy carefully as it contains important information on who we are, how and why we collect, store, use and share personal data, your rights in relation to your personal data, how to contact us and supervisory authorities in the event that you would like to report a concern about the way in which we process your data.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

This privacy notice aims to give you information on how The Soteria Group collects and processes your personal data through your use of this website, including any data you may provide through this website, purchase a product or service.

This website is not intended for children and we do not knowingly collect data relating to children.

Who are we?

The Soteria Group was incorporated in 2023, Company number 15106506. Our registered address is 71 Rectory Road, Essex, CO12 5LD.

For the purposes of the GDPR, The Soteria Group is the 'controller' of the personal data you provide to us.

We have appointed a Data Controller who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact the Data Controller, Ty Jewell ty.jewell@thesoteriagroup.co.uk.

The Soteria Group owns and operates www.thesoteriagroup.co.uk.

This Policy, together with our Website terms of use and Cookie Policy, as well as any other documents referred to in them, sets out the basis on which The Soteria Group processes personal data

Privacy Policy

What personal data do we collect for Education?

We may collect, store and otherwise process the following personal data:

Only relevant and intended for purpose information is collected, processed and stored.

The information is stored securely with limited access and only kept for the length of time specified in line with individual governing bodies.

Information you or your approved centre (training provider or employer) provide to us:

If you:

- Complete a form on our website;
- Correspond with us by phone, e-mail, or in writing;
- Report a problem;
- Enter into a contract with us to receive products and/or services;
- Register a learner for a qualification;

We may collect your name, date of birth, ethnicity, e-mail address, postal address, telephone number and job role. For the purposes of providing support to our learners we will ask for information relating to disabilities and their direct contact details.

Information we collect about you

If you visit our Website, we may automatically collect the following information:

- Technical information, including the internet protocol (IP) address used to connect your computer to the Internet, login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- Information about your visit to our website such as the products and/or services you searched for and view, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

Please see our cookie policy for further details.

When our clinical services are used

We respond to service request calls by getting medical help to patients as quickly as possible. Every time we receive a job request call, our staff record the relevant details and use information about the nature of the patient's illness or injury to ensure they are sent the right medical help.

What kind of personal information do we process?

The following information is taken when medical care is required;

- Name of patient
- Age of patient
- Gender of patient
- Contact details of patient
- Reason why our service is required
- Any relevant medical history of the patient
- The recording of the request call

Other information that may be processed includes;

- Medical treatment provided to the patient.
- Visual images for example CCTV and Still Photography.
- Religious or similar beliefs

- Racial and ethnic origin
- In some cases it may be appropriate to obtain contact details of other individuals present at the scene.

How will the information be used and what is the lawful basis?

Information is processed to promote or support the provision of healthcare services to patients. Personal information is processed on the lawful basis that;

- We have a legal duty to perform our tasks in the public interest [GDPR Art 6(1)(e)].
- It is necessary to protect someone's life [GDPR Art 6(1)(d)].
- You have given us your consent [GDPR Art 6(1)(a)].
- You have given us your explicit consent [GDPR Art 9(2)(a)].

Will my information be shared with anyone else?

It may be appropriate to share your information with other services and third parties. These can include:

- NHS Commissioners, who are responsible for procuring healthcare services to meet patient's needs.
- Hospitals for example where a pre alert is necessary for an acutely ill patient on route to Hospital.
- Out of Hours GP services to provide alternative medical services where deemed appropriate.
- Social Services where there is a concern for the welfare of the patient or others involved.
- Mental Health services where the patient has a mental health illness and specific treatment is required.
- Dental Service providers may be contacted where the Emergency relates to dental complaints.
- Next of Kin, where the patient has requested us to make the person aware of any ongoing incident.

We will share information with other third parties if there is a statutory basis for disclosure or a requirement to comply with a court order [GDPR Art 6(1)(c)].

Only relevant and intended for purpose information is collected, processed and stored.

The information is stored securely with limited access and only kept for the length of time specified in line with individual governing bodies.

Information about other people

If you provide information to us about any person other than yourself, such as your relatives, next of kin, your advisers or your suppliers, you must ensure that they understand how their information will be used, and that they have given their permission for you to disclose it to us and for you to allow us, and our outsourced service providers, to use it.

Sensitive Personal Data

In certain limited cases, we may collect certain sensitive personal data from you (that is, information about your racial or ethnic origin, political opinions, religious beliefs, trade union activities, physical or mental health, sexual life, or details of criminal offences, or genetic or biometric data). However, we will only do so on the basis of your explicit consent.

How do we use your personal data?

When we ask you to supply us with personal data we will make it clear whether the personal data we are asking for must be supplied so that we can provide the products and services to you, or whether the supply of any personal data we ask for is optional.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

Contract performance: we may use your personal data to fulfil a contract, or take steps linked to a contract:

- To provide the products and/or services to you;
- To communicate with you in relation to the provision of the products and services;
- To provide you with administrative support such as account creation, security, and responding to issues; and

Legitimate interests: where this is necessary for purposes which are in our, or third parties, legitimate interests. These interests are:

- Providing you with newsletters, surveys, information about our awards and events, offers, and promotions, related to products and services offered by The Soteria Group which may be of interest to you;
- Communicating with you in relation to any issues, complaints, or disputes;
- Improving the quality of experience when you interact with our products and/or services, including testing the performance and customer experience of our Website;
- Performing analytics on sales/marketing data, determining the effectiveness of promotional campaigns.

NOTE: you have the right to object to the processing of your personal data on the basis of legitimate interests as set out below, under the heading Your rights.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Consent: where you have given your express consent to receive marketing communications, we may use your personal data to:

- Send you newsletters, surveys, information about our awards and events, offers, and promotions, related to products and services offered by The Soteria Group which may be of interest to you;
- Developing, improving, and delivering marketing and advertising for products and services offered by The Soteria Group.

Where required by law: we may also process your personal data if required by law, including responding to requests by government or law enforcement authorities, or for the prevention of crime or fraud.

Who do we share your personal data with?

We take all reasonable steps to ensure that our staff protect your personal data and are aware of their information security obligations. We limit access to your personal data to those who have a genuine business need to know it.

We may also share your personal data with trusted third parties to provide our services, including:

- Legal and other professional advisers, consultants, and professional experts;
- Service providers contracted to us in connection with provision of the products and services such as providers of IT services and customer relationship management services; and
- Analytics and search engine providers that assist us in the improvement and optimisation of our Website.

We will ensure there is a contract in place with the categories of recipients listed above which include obligations in relation to the confidentiality, security, and lawful processing of any personal data shared with them.

We do not sell or provide your personal information to any third-parties outside of the above.

We do not share with a third-party recipient located outside of the European Economic Area.

We will share personal data with law enforcement or other authorities if required by applicable law.

Our Medical Services

Under this policy, we promise to endeavour to:

- To keep your data safe.
- To remove or delete your data as soon as we no longer need to keep it. (Checked 12 monthly or on request)
- To never sell your data.
- To make sure you are aware of your rights, in the clearest way possible.

How we will use the information you give us?

We will only use your information on the basis that it is necessary to:

- Administer your event medical cover contract.
- To provide an offer or quotation for an event medical cover contract.
- To help process or resolve a complaint.
- To with your explicit consent, provide you with information about future services we may offer.
- To help prevent or reduce financial crime.

Who do we send your information to?

Where we need to pass information to other firms, it will only be for the purpose outlined above

By other firms, we mean:

- Healthcare Bodies
- Compliance consultancy.
- Companies who process, administer, or destroy our records.
- Marketing consultants.
- A regulator such as the CQC
- A crime prevention body.
- Your venue, local authority or other person who has requested proof of event medical cover, with your consent only.

Why do we get in touch with you?

When we contact you, it will either be for administering your contract for event medical cover or resolving a complaint.

It could also be because we have a legitimate interest in offering you a related product in the form of:

- An invitation to take out medical cover with us for future events
- Following up with quotations you have received from us, or
- Following up an application or enquiry which you have made to us

For any other marketing it will only be with your consent and you will be able to withdraw your consent or unsubscribe easily at any time.

If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest.

Where will your information be stored?

Only relevant and intended for purpose information is collected, processed and stored. This information is stored securely within the UK by us, in mostly a secure electronic format with limited access and only kept for the length of time specified in line with individual governing bodies.

If we send your data to a third party, we will have undertaken a due diligence check on them to ensure they are either GDPR compliant or covered by necessary contractual controls (if outside of the European Economic Area) to ensure compliance relative to GDPR is present.

What type of personal information do we need?

To administer your event medical contract and offer you a contract, we will need to collect contact details from you.

We will only collect what is necessary and will only keep it for as long as we are required to do in line with our data retention policy. You can ask us for a copy.

When you apply for a job with us

What kind of personal information do we process?

When you apply to work with The Soteria Group;

- Your name
- Your contact details including email address, home address and telephone numbers
- Details of your CV which can include work experience, locations, dates and positions held, DBS and any relevant certificates.
- Names and contact information of your referees
- Equal opportunities information such as race, ethnic origin and disabilities.

Employee records including;

- Employment history with the organisation
- Employment terms and conditions (e.g. pay, hours of work, holidays, benefit, absence)
- Any accidents connected with work
- Sickness records
- Any training taken
- Any disciplinary action

- Personal details relating to occupational health
- Bank Account details
- Pension details
- Contract and supporting documentation
- Next of Kin contact details
- Information collected as part of the recruitment process.

During employment, information may be provided directly by the staff member or generated as a direct result of activities related to your employment.

How will the information be used and what is the lawful basis?

Information is processed in a variety of paper and electronic formats and is used to;

- Create and maintain your staff record (GDPR Art 6(1)(b) Processing in necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.
- Communicate with you throughout your employment with The Soteria Group. (GDPR Art 6(1)(b) – Processing in necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.
- Monitor equal opportunity statistics and help us understand staff demographics (GDPR Art 9(2)(a) – we have your explicit consent to process this data)
- Check criminal records every 5 years to help make safer working environments (GDPR Art 9(2)(a) – we will ask for your explicit consent to process this data) (GDPR Art 10 – Personal data relating to criminal convictions and offences includes personal data relating to the alleged commission of offences by an individual, proceedings for an offence committed or alleged to have been committed by an individual or the disposal of such proceedings (including sentencing)
- To maintain sickness records (GDPR Art 9(2)(h) – is necessary for the assessment of the working capacity of the employee)
- Check facts about your qualifications (GDPR Art 9(2)(b) – is necessary for the purposes of carrying out obligations in the field of employment and social security and law)

Will my information be shared with anyone else?

We carry out Enhanced Disclosure for existing staff already undertaking Regulated Activity, who move by secondment, promotion, or transfer to another Regulated Activity, and have never had a CRB/ DBS disclosure carried out before, or has a disclosure that is more than five (5) years old. A new disclosure will also be processed where a previously issued disclosure does not contain a PoCA or PoVA check where one is required. Follow this link for more information on Trust's DBS policy. The Trust use the services of Atlantic Data to carry out criminal records check via the Disclosure and Barring Service (DBS). Please follow the link below to access their privacy policy. <https://www.disclosures.co.uk/index.php>

How do we obtain your information?

We mostly gather information from you, which you submit to us via our website, by telephone, face to face, by email or by post.

Further information

What are my legal rights?

Under GDPR, as an EU citizen, you would have the following rights:

- You have the right to complain to the Information Commissioner at www.ico.org.uk, Tel 0303 123 11132.

- You have the right to know how, why and where we process your data, as explained in this document.
- You have the right to obtain a copy of your personal information from us, without charge by contacting us in writing, at the address above marking your correspondence FAO The Data Controller, Ty Jewell or by emailing us.
 - This may include the right to transfer information to other providers.
 - Any request you make to us can take up to 30 days to facilitate.
 - We will provide the information to you in an electronic format.
 - You also have the right to know, to whom we have passed your information.
 - We may ask for proof of identity, or additional questions in order to process your request.
- You have the right to ask us to correct information which we hold which is not accurate.
- You have the right to ask us to delete your information or stop using it, unless it is necessary for us to retain it for legal purposes.
- You may have the right to object if decisions about you are made solely by a computer.

How Secure is my information

There are appropriate technical and security measures in place to ensure the confidentiality, integrity and availability of our systems and personal information.

We do not share any of the information you provide with third parties for marketing purposes and it will never be sold.

Every individual has rights in relation to how their data is processed. These rights are detailed below;

- The right to know how your data is processed; this is explained to you in this privacy notice
- The right to know what personal information we hold about you; this can be exercised by sending us a subject access request using the contact details below. We will respond within one month.
- The right to rectification; you can make a request to have any inaccuracies in your data rectified or completed if it is incomplete
- The right to erasure; also known as the 'right to be forgotten'. We will comply with any request for your data to be erased.
- The right to restrict processing; you the right to limit the way that we use your data.
- The right to object to processing; all processing will stop if you tell us why you object and we agree with you.
- The right to data portability; you can ask us to transfer your data to another organisation or give it you.

Your rights are determined by the legal basis upon we process your information, therefore in some circumstances not all rights will be applicable. Further explanation on your rights and how they can be exercised are provided on our data subject rights document.

How long will you keep your personal data?

Where there is a contract between us, we will retain your personal data for the duration of the contract, and for a period of six years following its termination or expiry, to ensure we are able to comply with any contractual, legal, audit and other regulatory requirements, or any orders from competent courts or authorities.

Where you have consented to marketing communications, you may change your preferences or unsubscribe from marketing communications at any time by clicking the unsubscribe link in an email from us.

Where do we store your personal data and how is it protected?

We take reasonable steps to protect your personal data from loss or destruction. We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

Where you have a username or password (or other identification information) which enables you to access certain services or parts of our Website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your personal data transmitted to our Website; any transmission is at your own risk. Once we have received your personal data, we will use strict procedures and security features to try to prevent unauthorised access.

All data will be held electronically and stored via two point verification, only staff with a requirement to do so will be able to access this information.

Right to access

You have the right to request a copy of the personal data that we hold about you by contacting us at the email or postal address given below. Please include with your request information that will enable us to verify your identity. We will respond with 30 days of request. Please note that there are exceptions to this right. We may be unable to make all information available to you if, for example, making the information available to you would reveal personal data about another person, if we are legally prevented from disclosing such information. Or if your request is manifestly unfounded or excessive.

Right to rectification

We aim to keep your personal data accurate and complete. We encourage you to contact us using the contact details provided below to let us know if any of your personal data is not accurate or changes, so that we can keep your personal data up-to-date.

Right to erasure

You have the right to request the deletion of your personal data where, for example, the personal data are no longer necessary for the purposes for which they were collected, where you withdraw your consent to processing, where there is no overriding legitimate interest for us to continue to process your personal data, or your personal data has been unlawfully processed. If you would like to request that your personal data is erased, please contact us using the contact details provided below.

Right to object

In certain circumstances, you have the right to object to the processing of your personal data where, for example, your personal data is being processed on the basis of legitimate interests and there is no overriding legitimate interest for us to continue to process your personal data, or if your data is being processed for direct marketing purposes. If you would like to object to the processing of your personal data, please contact us using the contact details provided below.

Right to restrict processing

In certain circumstances, you have the right to request that we restrict the further processing of your personal data. This right arises where, for example, you have contested the accuracy of the personal data we hold about you and we are verifying the information, you have objected to processing based on legitimate interests and we are considering whether there are any overriding legitimate interests, or the processing is unlawful and you elect that processing is restricted rather than deleted. Please contact us using the contact details provided below.

Right to data portability

In certain circumstances, you have the right to request that some of your personal data is provided to you, or to another data controller, in a commonly used, machine-readable format. This right arises where you have provided your personal data to us, the processing is based on consent or the performance of a contract, and processing is carried out by automated means. If you would like to request that your personal data is ported to you, please contact us using the contact details provided below.

Please note that the GDPR sets out exceptions to these rights. If we are unable to comply with your request due to an exception we will explain this to you in our response.

Complaints

If you believe that your data protection rights may have been breached, and we have been unable to resolve your concern, you may lodge a complaint to the applicable supervisory authority or to seek a remedy through the courts. Please visit <https://ico.org.uk/concerns/> for more information on how to report a concern to the UK Information Commissioner's Office.

Links to Third Parties

We link our website directly to other sites and our approved third parties that may handle or have access to your personal data. This privacy policy does not cover external websites and we are not responsible for the privacy practices or content of those sites. We encourage you to read any privacy policy of any external websites you visit via links on our website.

Changes to our Policy

Any changes we may make to our Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our Policy.

Terms & Conditions

Acceptance of terms

Your access to and use of www.thesoteriagroup.co.uk ("the Website") and any Services referred to, is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using this Website.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website following any changes shall be deemed to be your

acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

The services

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

Child supervision

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

Privacy policy

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services. You can refer to our full privacy policy.

Acceptable use

You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. The Soteria Group will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

- In using the Website/Services you agree not to:
- Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
- Post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
- Threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- Use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

- Make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- Collect or store personal information about others, including email addresses;
- Advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
- Impersonate any person or entity for the purpose of misleading others;
- Violate any applicable laws or regulations;
- Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other parties use and enjoyment of the Website/Services;
- Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- Attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

Termination

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services

Links to third party websites

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that The Soteria Group is not responsible for the content or availability of any such sites.

Intellectual property rights

The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

The Soteria Group does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

Disclaimers and limitation of liability

Use of the Website/Services at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, The Soteria Group will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

The Soteria Group makes no warranty that the Website/Services will meet your requirements, that content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of The Soteria Group for death or personal injury as a result of the negligence of The Soteria Group.

Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.

Our Terms (Course/Education/Services/Products)

These Terms

What these terms cover

These are the terms and conditions on which we supply courses/education/services to you, whether these are goods, services or digital content.

Why you should read them

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide courses to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Information about us and how to contact us

Who we are

We are The Soteria Group a company registered in England and Wales.

How to contact us

You can contact us by emailing info@thesoteriagroup.co.uk

How we may contact you

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

Course retests/re-evaluation, failures and standards

All education, training and courses we provide and deliver, either on behalf of another regulating body or The Soteria Group, have different training objectives, learning outcomes, key learning points, minimum standards, testing/assessment and pass or fail criteria. All education, training, pre-learning and mentorship we provide gives the necessary time, materials, resources and support needed to meet these criteria. Depending on outcomes there are varied means of evaluating these factors such as written exams, practical scenarios and others.

All education and training also has its own retest/re-evaluation standards. For example, retaking of tests or the chance to resit within 30 days. Standards are set by the respective regulating bodies. Please contact us for more information or guidance on these standards and requirements for certification before booking.

All instructors are registered with the regulating bodies in order to instruct on respective courses.

Our contract with you

How we will accept your order

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

If we cannot accept your order

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the training course. This might be because we no longer offer that course, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the course or because we are unable to meet a course date you have specified.

We only sell to the UK without further discussion. Our website is solely for the promotion of our courses in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

Our courses

The course may vary slightly from the pictures. The images of the courses offered on our website are for illustrative purposes only and your course experience may vary slightly from those images.

Your rights to make changes

If you wish to make a change to the course you have booked please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the course, the timing of course dates or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Your rights to end the contract).

Our rights to make changes

Minor changes to the courses

We may change the course:

- To reflect changes in relevant laws and regulatory requirements; and
- To implement minor adjustments and improvements, for example to address a change in training methods.

More significant changes to the courses and these terms

In addition, as we informed you in the description of the course on our website, we may make changes to these terms or the course, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any courses paid for but not received. An example of the more significant changes are:

- Course dates; and / or
- Venue where the course may take place.

Providing the courses

When we will provide the course

During the order process we will let you know when the course will take place. We are not responsible for delays outside our control. If our supply of the course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any courses you have paid for but not participated in.

What will happen if you do not give required information to us

We may need certain information from you so that you can participate in the course, for example, your age, pre-requisite qualifications. If so, this will have been stated in the description of the courses on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and the above will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for you being unable to participate in the course or not participating in any part of the course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

Your rights to end the contract

You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- If what you have bought is misdescribed you may have a legal right to end the contract (or to participate in another course or to get some or all of your money back).
- If you want to end the contract because of something we have done or have told you we are going to do.
- If you have just changed your mind about the course. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions. In all other cases (if we are not at fault and there is no right to change your mind).

Ending the contract because of something we have done or are going to do or if you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any course(s) which you have not participated in and you may also be entitled to compensation. The reasons are:

- We have told you about an upcoming change to the course or these terms which you do not agree to.
- We have told you about an error in the price or description of the course you have ordered and you do not wish to proceed;
- There is a risk that the course(s) may be significantly delayed because of events outside our control; or
- You have a legal right to end the contract because of something we have done wrong.

Exercising your right to change your mind (Consumer Contracts Regulations 2013).
For most course(s) bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

When you don't have the right to change your mind

You do not have a right to change your mind in respect of:

- Courses once these have started, even if the cancellation period is still running.
- Courses, once these have been completed, even if the cancellation period is still running.

How long do I have to change my mind?

Have you bought services (for example, military training course?) If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, including if the course has started and / or we have sent you the relevant course materials, you must pay us for the services provided up until the time you tell us that you have changed your mind.

Ending the contract where we are not at fault and there is no right to change your mind.
Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services (such as the supply of our courses) is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for course(s) not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

Cancellation – client wishes to cancel course in full where we are not at fault and client has no right to change their mind.

Transfer – client wishes to amend existing booking to another course date*

- 30 days or more before course starts - 100% refund
- 15 – 30 days before course starts - 50% refund
- 8 – 14 days before course starts - 25% refund
- 7 days or fewer before course starts - 0% refund

Note also the £50 for each refund occurrence.

* Note that cancellation terms for transfers relate to the dates of the original booking

How to end the contract with us (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- Email at info@thesoteriagroup.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- Online. Complete the form on our website - <https://www.thesoteriagroup.co.uk/>.

How we will refund you

We will refund you the price you paid for the course, by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract

When your refund will be made

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

Our rights to end the contract

We may end the contract if you break it. We may end the contract for a course at any time by writing to you if:

- You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the courses, for example, your age;
- You do not, within a reasonable time, allow us access to your premises to supply the services (if applicable).

You must compensate us if you break the contract. If we end the contract in the situations set out we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

We may withdraw the course

We may write to you to let you know that we are going to stop providing the course that you have booked or that we do not have sufficient numbers in order to provide the course on the course dates previously advised. We will let you know at least 5 days in advance of our stopping the supply of the course and will refund any sums you have paid in advance for course which will not be provided or will offer you an alternative date.

If there is problem with the course

How to tell us about problems

If you have any questions or complaints about the course, please contact us. You can write to us at info@thesoteriagroup.co.uk

Complaints and appeals policy

All complaints and appeals will be dealt with in accordance with our complaints policy which is available upon request.

Price and payment

Where to find the price for the course.

The price of the course (which includes VAT) will be the price advised to you when commutation take place over telephone or email and confirmed by an invoice. We take reasonable care to ensure that the price of the course advised to you is correct. However please see above for what happens if we discover an error in the price of the course you order.

We will pass on changes in the rate of VAT

If the rate of VAT changes between your order date and the date we supply the course, we will adjust the rate of VAT that you pay, unless you have already paid for the course in full before the change in the rate of VAT takes effect.

What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the courses we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the course' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the course' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

When you must pay and how you must pay. We accept by bank transfer and sometimes by credit and / or debit card. We will advise you what payment options are available to you at the time of booking. You must make full payment when booking the course unless otherwise advised by us.

We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent

misrepresentation; for breach of your legal rights in relation to the course as summarised above.

When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

We are not liable for business losses. We only supply the courses for domestic and private use in accordance with these terms. If you use the courses for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information.

We will only use your personal information as set out in our privacy policy.

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 5 days of us telling you about it and we will refund you any payments you have made in advance for courses not provided.

You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the course, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the course in the English courts. If you live in Scotland you can bring legal proceedings in respect of the course in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the course in either the Northern Irish or the English courts.

Sales/Product Policy

Returns Policy

Any claims for misprinted/damaged/defective items must be submitted within 30 days after the product has been received. For packages lost in transit, all claims must be submitted no later than 30 days after the estimated delivery date. Claims deemed an error on our part are covered at our expense. If you notice an issue on the products or anything else on the order, please contact us via the website.

The return address is set by default to the Printful facility. Unclaimed returns get donated to charity after 30 days. If Printful's facility isn't used as the return address, you would become liable for any returned shipments you receive.

Wrong Address - If you provide an address that is considered insufficient by the courier, the shipment will be returned to our facility. You will be liable for reshipment costs once we have confirmed an updated address with you (if and as applicable).

Unclaimed - Shipments that go unclaimed are returned to our facility and you will be liable for the cost of a reshipment to yourself (if and as applicable).

The Soteria Group does not accept returns of sealed goods, such as but not limited to face masks, which are not suitable for return due to health or hygiene reasons. You hereby agree that any returned orders with face masks won't be available for reshipping and will be disposed of.

Returned by Customer - It is best to contact before returning any products. Except for Customers residing in Brazil, we do not refund orders for buyer's remorse. Returns for products, face masks, as well as size exchanges are to be offered at your expense and discretion.

A purchase must contact us via the website and express their will to return the item within 7 consecutive days after receiving it, providing a picture of the item. The withdrawal request will undergo an evaluation to verify whether the product was used or destroyed, even if partial. In these cases, a refund will not be possible.

Notification for EU consumers: According to Article 16(c) and (e) of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, the right of withdrawal may not be provided for:

- The supply of goods that are made to the consumer's specifications or are clearly personalised;
- Sealed goods which were unsealed after delivery and thus aren't suitable for return due to health protection or hygiene reasons, therefore Printful reserves rights to refuse returns at its sole discretion.

This Policy shall be governed and interpreted in accordance with the English language, regardless of any translations made for any purpose whatsoever.

Delivery

Usually, it takes 3–7 days to fulfil an order, after which it's shipped out. The shipping time depends on your location, but can be estimated as follows:

- USA: 3 – 4 business days
- Europe: 6 – 8 business days
- Australia: 2 – 14 business days
- Japan: 4 – 8 business days
- International: 10 – 20 business days

Where will my order ship from?

We work with an on-demand order fulfilment company with facilities worldwide!

Will I be charged customs for my order?

An additional customs and tax fee can occur on international orders. This fee is not in our control and is assessed by your local customs office. Customs policies vary widely for every country so please check with your local customs office directly to see if they apply duties and taxes to your purchases.

My order should be here by now, but I still don't have it. What should I do?

Before getting in touch with us, please help us out by doing the following:

- Check your shipping confirmation email for any mistakes in the delivery address
- Ask your local post office if they have your package
- Stop by your neighbours in case the courier left the package with them

If the shipping address was correct, and the package wasn't left at the post office or at your neighbours, get in touch with us via the website with your order number. If you did find a mistake in your delivery address, we can send you a replacement order, but shipping will be at your own cost.

Orders

How are your products made?

We work with a print-on-demand drop shipper. They have locations worldwide, so depending on where you are, your orders are printed and shipped from the facility that can do it most efficiently!

How do I track my order?

You'll receive a tracking link via email when your order ships out. If you have any questions about your tracking or shipment, drop us a line at info@thesoteriagroup.co.uk.

I received a wrong/damaged product, what should I do?

We're so sorry if the product you ordered arrived damaged. To help us resolve this for you quickly, please email us or contact us via the website within a weeks' time (7 days) with photos of the damaged product, your order number, and any other details you may have about your order. We'll get back to you with a resolution as soon as possible!

Returns

We don't offer returns and exchanges, but if there's something wrong with your order, please let us know by contacting us via the website.

Do you offer refunds?

Refunds are only offered to customers that receive the wrong items or damaged items. If any of these apply, please contact us via the website with photos of wrong/damaged items and we'll sort that out for you.

Can I exchange an item for a different size/colour?

At this time, we don't offer exchanges. If you're unsure which size would fit better. Though rare, it's possible that an item you ordered was mislabelled. If that's the case, please let us know within a week after receiving your order. Include your order number and photos of the mislabeled item, and we'll send you a new one, or issue a refund!

Summary

Summary of your legal rights

We are under a legal duty to supply courses that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the course. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is services, for example one of our courses, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
 - b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 - c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.
- See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

Cookie Policy

The Soteria Group is committed to ensuring that your privacy is protected. For full details of our privacy policy, as well as information regarding data protection.

This Cookie Policy pertains to the personal information we collect or generate about our customers on our websites and describes the types of information collected, how your information is used, shared and protected. It also explains the choices you have relating to your information.

What is a Cookie?

An HTTP cookie - commonly referred to as just "cookie" - is a parcel of text sent back and forth between a web browser and the server it accesses. Its original purpose was to provide a state management mechanism between a web browser and a web server. Without a cookie (or a similar solution), a web server cannot distinguish between different users, or determine any relationship between sequential page visits made by the same user. For this reason, cookies are used to differentiate one user from another and to pass information from page to page during a single user's website session. A web server uses cookies to collect data about a given browser, along with the information requested and sent by the browser's operator (the visitor). Cookies do not identify people, but rather they are defined themselves by a combination of a computer, a user account, and a browser.

Cookies We Use

Google Analytics tracking (along with most web tracking software) uses cookies in order to provide meaningful reports about your visit to our site. However, Google Analytics cookies do not collect personal data about you.

Google Analytics uses cookies to define user sessions, as well as to provide a number of key features in the Google Analytics reports. Google Analytics sets or updates cookies only to collect data required for the reports. Additionally, Google Analytics uses only first-party cookies. This means that all cookies set by Google Analytics for the domain send data only to the servers for that domain. This effectively means that the data cannot be altered or retrieved by any service on another domain.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

IP Address

An IP address is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our websites, we may view the IP address of the device you use to connect to the Internet. We use this information to determine the general physical location of the device and understand from what geographic regions our website visitors come from.

Categories of Cookies

1. Necessary

These cookies are essential in order for our site to operate properly and enable you to use its features.

2. Performance

These cookies collect information about how visitors interact with our websites, such as what pages are visited and what errors may have occurred across the site. The information collected is used to improve how our websites work.

3. Targeting

These cookies are used to deliver adverts more relevant to users based on their interests. They can also be used to limit the number of times users see an advertisement as well as help measure the effectiveness of an advertising campaign. They can be placed on a device by us or by a third party with our consent. For example, where you choose to link to various social networks (such as Facebook, Twitter and Pinterest) via our website, these social network sites may place cookies on your device and use these to target advertising to you on their or other websites.

Your Choices

Cookies are used with your consent in accordance with applicable law. You can stop cookies being downloaded on to your computer by selecting the appropriate settings on your browser. Most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. You can find out how to do this for your particular browser by clicking "help" on your browser's menu or by visiting <http://www.aboutcookies.org.uk>. Please note, however, that without cookies you may not be able to take full advantage of all our website features.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or contacting us.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal

information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.

How to turn off cookies

Please use the following links below to disable cookies on your particular browser:

- [Manage Chrome Cookies](#)
- [Manage Internet Explorer Cookies](#)
- [Manage Safari Cookies](#)
- [Manage FireFox Cookies](#)

For more information regarding any of the move please contact The Soteria Group Ltd via the website or email info@thesoteriagroup.co.uk

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