

## Terms and Conditions (Training Services)

1. We agree to provide you with training services as per your confirmation letter.
2. We do not offer advice services. Any opinions offered by any member of our team should be construed as opinion and not formal advice. We will not be liable for losses or damages that occur as a result of following these opinions.
3. Any course and consultancy service booking can be made by telephone, email or letter. All such bookings will be confirmed by us in writing by us and an invoice will be issued the month prior to the course date if booked in excess of 1 months' notice.
4. Payment is required within 14 calendar days of invoice date or prior to delivery of any course, whichever is sooner. No course certificates will be dispatched until all due fees have been paid in full.
5. The following cancellation/postponement fees will apply:
  - 28-15 calendar days before course/consultancy start date – 25% of invoice
  - 14 calendar days or less notice before course/consultancy start date - 50% of invoice
  - 7 calendar days or less notice before course/consultancy start date - 100% of invoice
6. The above cancellation/postponement fees apply equally to bookings for our open courses. The full invoice fee is due if a delegate does not attend an open course and has not contacted us prior to the course commencing.
7. If we provide a service for you on the day(s) of the event that you had not previously ordered, you will be invoiced separately.
8. We reserve the right to cancel any course if the number of delegates is insufficient so as to run a viable course. An alternative course date will normally be offered. No liabilities will be incurred by our company in this instance.
9. We reserve the right to cancel the event if:
  - You have outstanding debts to us
  - You begin the process of bankruptcy, liquidation, or you enter into administration
  - Any resolution is passed, or petition made, to wind up your organisation or put it into administration, or anyone begins any proceedings related to your insolvency or potential insolvency
  - Anyone obtains or serves any execution on your property, whether this is legal or equitable
10. We reserve the right to change the trainer or the date of training in cases where our trainer becomes unavailable at short notice. We will make every effort to supply an alternative tutor or to rearrange the course to a mutually convenient date. In this rare occurrence, we will endeavour to let the client know as early as possible so alternative arrangements can be made.
11. It is mandatory that delegates attend all course sessions for the full duration. We have the right to refuse to certificate any delegates who are more than 15 minutes late to the course.
12. We reserve the right to turn away any delegates in excess of the pre-agreed number of attendees. We may be able to accept additional delegates on the day for additional charges as follows, unless otherwise agreed: Half-day course: £25+VAT; Full-day course: £40+VAT; 3-day course: £100+VAT
13. Any delegates attending the 2-day Level 3 Award in First Aid at Work Re-Qualification course need to provide proof of completing the full 3-day qualification course. We advise that the certificate should be within a 3 year period prior to attending the 2 day Re-Qualification.

14. We own all intellectual property rights and all other rights in any documents, products or materials that we develop, or that people with us develop. Our logo is should not be reproduced in whole, or in part, without our express written permission.
15. If a client has not paid their account from a previous booking, we reserve the right to cancel any further bookings and charge a cancellation fee as appropriate.
16. We will process and store the personal data of the named contact booking the course to process your order. We will also process the personal data of learners to produce certificates and we will keep their records for a period of 7 years. By booking a course with us, you give us permission to process and store this data. We will not be able to certificate learners without this data. We will not contact the learners directly except regarding certification issues, and their personal data will not be used for any other purpose.
17. We will not share any personal data with third parties or use the data for any purposes except that is necessary for the fulfilment of our contract with you, or as may be required by awarding or regulatory bodies and statute.
18. You accept that, in such cases where your premises is the venue, or in such cases where you have arranged alternative premises as the venue, it is your responsibility to provide reasonable adjustments under the Equalities Act 2010.
19. Under the Late Payment of Commercial Debts (Interest) Act 1998 and Regulations 2002, we reserve the right to charge interest on invoiced amounts unpaid for more than 30 days. Interest will be calculated at the base rate (as set by the Bank of England) + 8%.
20. We will charge a fee of £60 for any overdue invoices as a contribution towards the cost of pursuing the outstanding amount.
21. Neither party will have any liability to the other if they cannot carry out, or are delayed in carrying out any obligations under this contract by anything outside of their reasonable control (*force majeure*).
22. If we cannot run the service, or if we have to delay it, because of anything you or anyone working with you does or fails to do, or if the information you have provided us is incorrect, we will not be liable for any costs or losses that you or any third parties suffer as a result.
23. You will be liable to pay us all reasonable costs or losses, financial or in terms of reputation, property or human resource, that we suffer because you:
  - Behave fraudulently or negligently
  - Misrepresent services that we have rendered to you, or defame our name in any way
  - Delay or fail in your obligations under these Terms and Conditions.
24. We will not be held responsible for any special, indirect, consequential or economic losses, costs or damages that you suffer, including but not limited to losses in profits, business or goodwill.
25. Our total liability for any loss or damage caused as a result of negligence or breach of the agreement shall be limited to the total cost of services provided.
26. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
27. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

The Agreement and the confirmation letter contains the entire agreement between the parties with respect to its subject matter unless stated otherwise, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

[www.firstresponsetraining.com](http://www.firstresponsetraining.com)

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