On-Site First Aid Training – Terms & Conditions

Warwickshire First Aid Training Ltd

These Terms & Conditions apply to organisations booking Warwickshire First Aid Training Ltd to deliver training at their premises or another agreed location.

By confirming a booking, the customer agrees to the following Terms & Conditions.

1. Definitions

- **Company:** Warwickshire First Aid Training Ltd.
- **Customer:** The business, employer, school, nursery or organisation booking the training.
- **Course:** The training course or courses agreed between the Company and the Customer.
- **Trainer:** The person appointed by the Company to deliver the training.
- **Course Fee:** The total price agreed for the training, including any agreed additional charges.

2. Quotations and bookings

2.1. All quotations are based on the course, location, duration and delegate numbers agreed at the time of quotation.

2.2. A booking is confirmed once the Customer has accepted the quotation and the required deposit has been paid.

2.3. Quotations are valid for the period stated on the quotation. The Company reserves the right to review prices if the booking details change before confirmation.

2.4. Any changes to the course, location, dates or delegate numbers must be agreed with the Company in writing.

3. Course fees, deposits and payment

3.1. The Customer will be charged the Course Fee stated in the accepted quotation. All prices are subject to VAT at the applicable rate.

3.2. **A booking deposit equal to the trainer fee for the booked course is payable when the booking is confirmed.** The deposit amount will be clearly shown in the quotation or booking confirmation.

3.3. The deposit will be credited against the total Course Fee and is not an additional charge.

3.4. The remaining balance will be invoiced after the training has been delivered.

3.5. The balance must be paid within **30 days of the invoice date**, unless an alternative arrangement has been agreed in writing.

3.6. The Company reserves the right to charge interest and recover reasonable costs for late payment where permitted under applicable legislation, including the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.

3.7. Any additional costs agreed with the Customer, including additional travel or changes to the original booking, may be included in the final invoice.

4. Delegate numbers

4.1. The minimum booking charge is based on **four delegates**, even if fewer than four people attend or are booked onto the course.

4.2. A maximum of **12 delegates per trainer** applies, unless otherwise agreed in writing.

4.3. If the Customer wishes to increase delegate numbers beyond the agreed booking, this must be approved by the Company in advance. Additional charges may apply.

4.4. The Customer must provide accurate delegate numbers before the course. The Company may need to arrange additional trainers or make other adjustments if numbers exceed the agreed capacity.

5. Trainer travel

5.1. Trainer travel is included in the agreed Course Fee for locations within **40 miles each way from the Company's base in Rugby, Warwickshire**.

5.2. Additional travel charges may apply for locations outside this area. These will be identified in the quotation and agreed before the booking is confirmed.

5.3. The Customer must notify the Company of any change to the training location. Additional travel costs may apply if the location changes.

6. Customer responsibilities and training facilities

6.1. The Customer is responsible for providing suitable premises and facilities for the training.

6.2. The training area must be safe, clean, adequately lit, heated or ventilated as appropriate, and large enough for the agreed number of delegates and practical activities.

6.3. The Customer must provide suitable tables, chairs and access to toilet facilities.

6.4. Where practical first-aid activities are included, the Customer must provide sufficient space for delegates to participate safely.

6.5. The Customer is responsible for ensuring delegates arrive on time and are available for the full duration of the course.

6.6. The Customer must inform the Company in advance of any access

requirements, relevant health and safety considerations or other circumstances that may affect delivery.

6.7. The Trainer may suspend or stop training if the premises or conditions are considered unsafe or unsuitable. The Company will discuss appropriate arrangements with the Customer, but additional costs may apply where the issue is outside the Company's control.

7. Changes to a booking

7.1. Requests to change the course date, location, course type or delegate numbers must be made in writing.

7.2. The Company will make reasonable efforts to accommodate changes but cannot guarantee availability.

7.3. Changes may result in additional charges, which will be agreed with the Customer before they are applied.

8. Cancellation by the Customer

8.1. If the Customer cancels a confirmed booking, the following cancellation charges will apply:

Notice given before the course	Cancellation charge
More than 28 days	No cancellation charge
22–28 days	£50 plus VAT
14–21 days	50% of the agreed Course Fee
Fewer than 14 days	100% of the agreed Course Fee

8.2. The cancellation charge will be calculated against the agreed Course Fee, subject to the minimum four-delegate booking charge and any other agreed charges.

8.3. Any deposit already paid will be credited against the cancellation charge. If the deposit exceeds the cancellation charge, the difference will be refunded. If the cancellation charge exceeds the deposit, the remaining amount will be invoiced.

8.4. Cancellation must be received in writing. The date the Company receives the written cancellation will be used to calculate the notice period.

9. Transfer of a booking

9.1. The Customer may request to transfer a booking to an alternative date by giving at least 28 days' notice before the original course date.

9.2. Requests received less than 28 days before the course may incur a £50 plus VAT administration fee.

9.3. All transfers are subject to trainer and course availability and must be agreed by the Company.

9.4. The Company may waive the administration fee at its discretion.

10. Attendance and certification

10.1. Delegates must attend the full course and meet the required assessment standards to receive certification.

10.2. The Customer is responsible for ensuring delegates attend on time and participate fully.

10.3. The Company cannot guarantee certification for delegates who do not complete the required training or meet the assessment requirements.

10.4. Additional charges may apply if extra training or reassessment is required, where this can be arranged.

11. Cancellation or changes by the Company

11.1. The Company will make every reasonable effort to deliver the course on the agreed date.

11.2. In exceptional circumstances, including trainer illness, emergencies or circumstances beyond the Company's reasonable control, the Company may need to change or cancel a course.

11.3. If the Company cancels a course, the Customer will be offered an alternative date at no additional course fee.

11.4. If the Customer does not wish to accept an alternative date, the Company will refund payments made for the cancelled course, including the booking deposit.

11.5. The Company will not be responsible for indirect costs incurred by the Customer as a result of a cancellation or rearrangement, except where liability cannot legally be excluded.

12. Training standards

12.1. The Company will deliver training in accordance with the relevant course syllabus and applicable requirements.

12.2. Training content, practical activities and assessment arrangements may be updated where necessary to reflect changes in guidance, awarding requirements or legislation.

12.3. The Company reserves the right to appoint a suitably qualified replacement Trainer if the originally allocated Trainer becomes unavailable.

13. Liability

13.1. The Company will exercise reasonable care and skill in delivering its services.

13.2. The Customer remains responsible for the health and safety of its premises, employees and visitors, including the suitability of the training environment.

13.3. Nothing in these Terms & Conditions excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

13.4. Subject to clause 13.3, the Company will not be liable for indirect or consequential losses arising from the provision of the training.

13.5. The Customer is responsible for ensuring that the course selected is appropriate for its workplace, staffing arrangements and legal obligations.

14. Force majeure

14.1. Neither party will be liable for failure or delay in performing its obligations where this results from circumstances beyond its reasonable control.

14.2. Such circumstances may include severe weather, transport disruption, fire, flood, public health emergencies, industrial action, government restrictions or other unforeseen events.

14.3. The parties will make reasonable efforts to agree an alternative arrangement where a force majeure event affects a course.

15. Subcontractors

15.1. The Company may use suitably qualified and competent freelance or subcontracted Trainers to deliver courses.

15.2. The Company remains responsible for managing the delivery of the agreed training service.

16. Training materials and intellectual property

16.1. Training materials, documents and resources supplied by the Company remain the Company's intellectual property or that of its relevant licensors.

16.2. Materials must not be copied, reproduced, distributed or used for commercial training purposes without prior written permission.

17. Data protection

17.1. The Company will handle personal information in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

17.2. Personal information will be used where necessary to administer bookings, deliver training, maintain training records, arrange certification and meet legal or regulatory obligations.

17.3. The Customer must ensure that it has an appropriate lawful basis for sharing delegate information with the Company.

18. Complaints

18.1. Any complaint about a course or the service provided should be submitted in writing to the Company as soon as reasonably possible.

18.2. The Company will acknowledge and investigate complaints and aim to provide a response within a reasonable period.

19. General

19.1. These Terms & Conditions, together with the accepted quotation and any written booking agreement, form the agreement between the Company and the Customer.

19.2. If any provision is found to be invalid or unenforceable, the remaining provisions will continue to apply.

19.3. Any variation to these Terms & Conditions must be agreed in writing by the Company.

20. Governing law

20.1. These Terms & Conditions are governed by the laws of England and Wales.

20.2. Any dispute will be subject to the jurisdiction of the courts of England and Wales.

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