

# **TERMS AND CONDITIONS**

**(Private Group Bookings)**

In these terms and conditions of trading, FATplus means First Aid Training plus, 7 Tinkerfield, Preston PR2 9RT. The Client means the Group, Company or Organisation to whom the services of First Aid Training plus are provided.

**1. FEES.** Fees are valid for 30 days from date of written quotation. On receipt of a booking FATplus will confirm in writing/email the agreed fee(s) with the client. Invoices will be raised on completion of the services ordered.

FATplus reserves the right to withhold certificates until all outstanding fees have been paid.

**Fees are payable in full no later than 14 days from date of invoice. FATplus understands and will exercise its statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms.**

Fees for in-house training (i.e. at the chosen venue of the Client) are quoted per course with a minimum of 4 and maximum of 12 delegates per trainer. All basic course fees include the cost of FATplus' tuition, travel expenses, administration, documentation, use of equipment, all course notes and use of training materials. The cost for certification and course manuals will be quoted per person but only be charged for the actual number of persons having attended the course(s).

**2. CANCELLATION.** FATplus reserves the right to cancel or postpone any course. If this becomes necessary, as much notice as possible will be given and the client will be offered a choice, with due consultation of:

- (a) a full refund of fees or deposit already paid, if the course has not yet commenced
- (b) a proportionate of refund fees already paid, if the course has commenced and is not yet completed
- (c) an alternative date to commence or complete the course as appropriate to the circumstances.

If the Client requests cancellation of a course(s), no fees will be payable **PROVIDED** that not less than 21 days written notice is given to FATplus. If less than 21 days written notice is given, FATplus reserve the right to make an appropriate charge for administrative and other expenses as follows:

- 14 to 21 days written notice prior to course commencement = 50% of the course fees
- Less than 14 days written notice prior to course commencement = 100% of the course fee.

At the discretion of FATplus, courses may be postponed rather than cancelled. In cases where a course is immediately rearranged to an alternative date and therefore only postponed, 25% of the course fee and any potential travelling and accommodation charges incurred are payable. The fee for the rearranged course would be full price. Further cancellation or postponement of an already rearranged course would be subject to a mandatory 100% cancellation fee irrespective of the amount of prior written notice given by the Client.

**3. SUITABILITY.** Delegates selected for training must be those who are reliable and likely to remain calm in an emergency. In addition, they should have the aptitude and ability to cope with an intense course of study and be able to use the knowledge and skills learnt during the course. Furthermore delegates must not suffer from any medical or other condition which would restrict their ability to undertake practical work which is an essential part of the training. If a delegate is considered unsuitable in the opinion of FATplus instructor(s), with due consultation the delegate may be asked to leave the course. In this event, FATplus reserves the right to charge the fee for that delegate.

**4. PROPERTY OF FATplus.** Any equipment and training materials supplied by FATplus remain the property of FATplus, apart from free issue course notes and other such material, which will be clearly identified. All such material is subject to Copyright and no copying or publishing of any part of it is permitted without the written permission of FATplus unless stated otherwise.

**5. INSURANCE.** FATplus carries public liability insurance to a limit of £6,000,000 for any one incident. All property provided by and used by FATplus on courses is insured against accidental damage. The Client is required to insure any equipment provided by them for in-house training against accidental damage.

**6. HEALTH AND SAFETY.** The Client is required to ensure compliance with any Legislation, Regulation, Code of Practice or Guidance laid down by the Health and Safety Executive with regard to the suitability of premises provided for courses at a Client venue. FATplus will request details of the course venue (e.g. training room size & suitability) before course confirmation. FATplus has produced full risk assessments pertaining to training courses that they undertake, and all instructors undertake a dynamic risk assessment of all venues. Where appropriate, delegates will be advised of any possible hazards which may be present during the course of training and procedures they should adopt to eliminate or minimise the risks pertaining to the hazards.

**7. COURSE PHOTOGRAPHS.** FATplus trainers might take photographs during the training; images will occasionally be shown on FATplus' website, social media and course flyers. Please make FATplus trainer (s) aware if you explicitly do not want to have your picture taken or used for this purpose.

**8. DISCLAIMER.** FATplus shall not be liable for any loss, damage, expense, injury or delay of any kind to the Client, employee of the Client or any third party, by any act, default or omission howsoever caused, except insofar as such liability cannot be excluded by law.

**9. ALTERATION.** FATplus reserves the right to amend these terms and conditions without prior notification. English Law shall govern these Terms and Conditions of Trading. Any alterations, modifications or extensions affecting the above clauses shall not be valid unless agreed by FATplus and acknowledged in writing.

January 2018

# Privacy Notice

The General Data Protection Regulation (GDPR) is a regulation, which requires any business that processes data belonging to UK & EU citizens to protect it and not misuse it.

First Aid Training plus (FATplus) is a training company delivering first aid training courses and accredited and regulated first aid qualifications to groups and individuals.

ITC First Ltd (ITC) is the Awarding Organisation for the regulated and accredited first aid training courses delivered by FATplus and associated trainers.

So how does this relate to your personal data? Here we go.....

- You contact us by phone, email, [via our website](#) or the [ITC First Ltd webportal](#).
- We then collect the minimum data needed to answer your enquiry: Name, Email, Telephone, Mobile.
- If you inform us that you do not wish to enter into a contract with us we will delete your data.
- If you inform us that you do wish to enter into a contract with us (e.g. book a course with us) we collect additional information required to issue an invoice and confirm your booking: Name, address and billing email of paying client (if different from course participant)
- If you attend one of our courses you will be asked to complete an [ITC Candidate Registration Form](#) and [ITC Evaluation Form \(optional\)](#). We collect and process this data on behalf of our [Awarding Organisation ITC First Ltd](#) in order to provide you with an accredited first aid certificate.
- On completion of the course we will input the data you have provided on your [ITC Candidate Registration Form](#) to the secure ITC Database before posting all course paperwork to ITC. Data submitted to the ITC website will only be viewable by us and ITC via individual unique user log on and password.
- We will electronically retain for 5 years the minimum data [as required by ITC](#) to confirm attendance (signed attendance register) and assessment evidence (assessment sheets) of courses.
- We will also electronically retain for 5 years correspondence in relation to your course booking and data needed to provide you with information about your course booking, renewal dates and ongoing support.
- Occasionally our trainers will take photographs of participants on courses for which explicit consent will be gained from individuals concerned; these photographs will be used on our social media channels and website.
- We will never pass on or sell your data to any third party.

As a responsible training company we aim to meet the highest standards when collecting, processing and using personal information.

We encourage clients, trainers or anybody else involved with our activities to bring it to our attention if they think that our collection or use of information is unfair, misleading or inappropriate. We also welcome any suggestions for improving our procedures.

Your contact for any data related issues: Andrea Bonacker, Training Manager, First Aid Training plus, 7 Tinkerfield, Preston, Lancashire PR2 9RT, [andrea@firstaidtrainingplus.co.uk](mailto:andrea@firstaidtrainingplus.co.uk), mobile: 07818258799

You can also view our [full Data Protection Policy](#) for more details.

May 2018