**Cotswold First Aid – Standard Terms and Conditions for First Aid Training Courses**

1. Definitions

* 1. “We”, “Our”, “Us” refers to Cotswold First Aid.

1.2 “You”, “Your” refers to the person/organisation/company requesting the training course from Cotswold First Aid.

2. Orders/Acceptance

2.1 A Course Booking form must be completed by You for each course. This must contain Your details as the point of contact.

2.2 The issue by Us of a Course Booking form is not a binding offer and We will only assume contractual liability once We have accepted in writing (email is acceptable) Your confirmation.

3. Charges

3.1 Our charges are as set out on the Course Booking form or otherwise agreed.

3.2 If You wish to change the date and/or times of Your course, You must communicate these changes to Us in writing (email is acceptable) at least 14 days prior to the start date.

3.3 If You wish to cancel Your training course, our cancellation charges are as detailed below. These will be made at the discretion of Cotswold First Aid.

* + Written notice given greater than 14 days of the course start date = 0%
  + Written notice given between 8 and 13 days of the course start date = 20%
  + Written notice given between 3 and 7 days of the course start date = 50%
  + Written notice given less than 3 days of the course start date = 100%

3.4 If you do not attend a course, and you have not previously informed us, the full course fee remains payable.

3.5 Once we have received Your completed Course Booking form, We will raise an invoice for the charges as set out. Payment should be made by cheque payable to “Cotswold First Aid” or by BACS transfer to the account detailed on the Course Booking form.

3.7 A non-refundable deposit may, at Our discretion, be requested at the time of the booking. Failure to pay the deposit in the required timescale will result in Us withdrawing from the Agreement.

3.8 The terms of payment are 7 days before the start date of the course or if the course is booked within the 7 day period, payment is due on submission of the Course Booking form. Late payments may incur additional administration and interest charges. Late payment may also result in special terms and conditions being applied to future bookings.

3.9 Where a course is booked as part of a sub-contract agreement with another training provider, payment is due 30 days from invoice date. Late payments may incur additional administration and interest charges. Late payment may also result in special terms and conditions being applied to future bookings.

3.10 Should You owe Us monies from outstanding invoice(s), We reserve the right to decline future bookings until Your account is settled with us.

4. Your Responsibilities

4.1 If You are booking a course on behalf of a company or organisation, it is your responsibility to ensure that delegates are capable of undertaking the chosen course. We will where at all possible, adapt the course to suit an individual’s needs but the delegate(s) must be able to demonstrate the practical aspects of the course and complete any written assessments to satisfactorily pass the course. Please contact Us in advance if You have any queries or concerns.

4.2 If you are booking a course as an individual, it is your responsibility to ensure that you are physically capable of performing the practical aspects of the course and be able to complete any written assessments. Please contact Us in advance if You have any queries or concerns.

4.3 It is Your responsibility to inform the Trainer if You or one of Your delegates has any medical conditions that could be affected by the practical aspects of the course.

4.3 We would welcome in advance, for preparation purposes, notification of any assistance that a delegate is likely to need during the running of the course.

4.4 If You have agreed to provide a venue for the course, it must be of a suitable size for the number of delegates, safe, clean, and conducive to learning.

4.5 If You are booking a course on behalf of a company or organisation, we would expect Your delegates to be freed from their day-to-day duties so they are not interrupted (unless in an emergency). There will be adequate breaks where they can check messages etc.

4.6 If you arrive late for a course or are absent from any session, we reserve the right to refuse to accept you for training if we feel you will gain insufficient knowledge or skill in the time remaining or it will be disruptive to the rest of the group. In all such cases, the full course fee remains payable. To conform with Health & Safety Executive (HSE) requirements for statutory certificates, attendance at all sessions is mandatory.

4.7 If You or Your delegates are attending a two-day First Aid at Work Requalification course, a valid First aid at work certificate which is ‘in date’ on the last day of the Requalification course must be produced on the first day of the course. The Health & Safety Executive (HSE) allows a maximum of 28 days from the expiry date of the certificate to complete requalification.

4.8 Please ensure You or Your delegates are suitably dressed for the course. There is an element of practical exercises which means dresses and skirts may not be suitable.

4.9 Delegates for regulated First Aid at Work courses must be at least 14 years of age. However they cannot act as a first aider in the workplace until they are 16 years of age. Delegates on regulated Paediatric courses must be at least 16 years of age.

5. Our responsibilities (and limitations to the same)

5.1 We will provide first aid training commensurate with good industry practice and where applicable in line with the requirements of an external Awarding Body. All training and advice given by Cotswold First Aid is done by following guidelines provided by the appropriate councils and Awarding Bodies. Information given by ‘Cotswold First Aid is to the best of our knowledge, up to date and accurate, ‘Cotswold First Aid cannot accept any responsibility for misinterpretation of the advice given.

5.2 All delegates will be treated equally and fairly regardless of their age, race, gender, religion or sexual orientation.

5.4 Where necessary We will adapt courses to meet an individuals needs providing the assessment criteria of the course can still be demonstrated

5.5 Where We are providing the venue, We will ensure it is of a suitable size for the number of delegates, safe, clean, and conducive to learning.

5.6 In the rare event of a serious or life-threatening situation occurring in the vicinity of Your course, Our personnel may be requested to respond. Should this occur, We reserve the right to leave the course without agreement from You. We accept no liability for any losses You may incur due to the delay in completing the course.

5.7 Subject to Clause 5.8 below, neither We nor Our personnel shall have any liability to You or any third party, for any loss, expense or damage of any nature, suffered or occurred arising from any breach of any condition of the Agreement or any negligence or any breach of statutory or other duty or in any other way in connection with performance or purported performance of or failure to perform the Agreement.

5.8 Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel’s) negligence.

5.9 We shall not be liable for any failure in performance of any of Our obligations under the Agreement caused by factors outside of Our control (including but not limited to fire, flood, adverse weather etc.)

6. Information Provided by and to Cotswold First Aid

6.1 Delegates personal information will be collected solely for the purpose of administering the course. It will only be passed to the Awarding Body We use to issue the certificates. Personal information will not be passed or sold to any other third party unless requested by law.

6.3 We reserve the right to take photographs of the course for publicity purposes. If minors (less than 18 years of age) are present on the course, permission from their parent/guardian will be sought before any photographs are taken.

6.4 All training material and presentations used during the course are either copyright of Cotswold First Aid or third-party produced. Cotswold First Aid copyright-owned material may not be used, copied or reproduced without written permission from Cotswold First Aid.

7. Complaints

7.1 Any complaints or disagreements regarding Our services or Our personnel should be taken up with the Trainer. If the issue cannot be resolved, all complaints must be made in writing to Operations Manager, Cotswold First Aid at the address shown on the Course Booking form within 7days. Our aim is to deliver a service which meets or exceeds Your expectations and as such all complaints will be investigated thoroughly and a reply issued within 14 days.

8. General

8.1 Each party will ensure that all confidential or business sensitive information received, remains confidential subject to any disclosure required by law.

8.2 Should a Freedom of Information Act (2000) request be placed on You, You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemption to disclosure may be applied. If We are involved in the reasons for the disclosure, You will provide Us with a copy of the FOI request and any subsequent disclosure.

8.3 Each party confirms that it owns or has the rights in the use of all intellectual property in relation to the services which are the subject of the Agreement and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with the originating party, unless otherwise agreed in writing between the authorised representatives of each party.

8.4 If any clause or part of this Contract is found by any court, tribunal, administrative body or authority to be illegal, invalid or unenforceable, then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Contract and this will not affect any other provisions of this Contract which will remain in full force and effect.

8.5 The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8.6 The Agreement may only be varied or amended in writing and must be signed by all parties involved.

8.7 The Agreement into which these terms and conditions are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Agreement. Nothing in this Clause shall be taken to exclude liability for fraudulent misrepresentation.

8.8 During the period of the Agreement into which these Terms and Conditions are applied, We shall supply our services as may be separately agreed between the parties and You shall purchase the same subject to these Terms and Conditions. In the event of any conflict between these Terms and Conditions and other terms of the Agreement, those other terms of the Agreement shall take precedence.

9. English Law and jurisdiction of English Courts

9.1 The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.

10. Privacy

10.1 For information about how we might collect and use the information you give us, the conditions under which we may disclose it to others, how we keep it secure and your legal rights in relation to any personal information we hold, please refer to Our privacy policy.

**Cotswold First Aid – Standard Terms and Conditions for Public Events First Aid Cover**

1. Definitions

* 1. “We”, “Our”, “Us” refers to Cotswold First Aid.

1.2 “You”, “Your” refers to the person/organisation/company running the Event and requesting First Aid services from Cotswold First Aid.

2. Orders/Acceptance to cover Public Events

2.1 All orders placed on Us to provide First Aid services at Your Event must be placed by You using Our Enquiry/Booking form. You are required to supply as much information as necessary to enable Us to adequately assess Your Event and therefore calculate what resources are required.

2.2 The issue by Us of a quotation is not a binding offer and We will only assume contractual liability once We have accepted in writing Your confirmation that the quotation meets Your requirements.

2.3 We reserved the right to withdraw from an Agreement if the conditions upon which it was agreed substantially change. Acceptance of an order to supply first aid cover, (and the fees quoted), is made on the understanding that the details submitted to Us are accurate and correct. If We are notified of changes to these details, such as levels of resources required, duration, time or location of Event, We reserve the right to revise Our fees, or to reconsider Our acceptance of the Event.

3. Charges

3.1 Our charges are as set out in the supplied Quotation but may be amended in line with the clauses below.

3.2 The finish time specified on the Enquiry/Booking form shall be considered to be the finish time of the Event. If the Event continues beyond this, Our personnel reserve the right to leave the Event at the specified finish time. Any possible overrun must be discussed with the Cotswold First Aid Event Manager as soon as possible. The decision is at the discretion of the Cotswold First Aid Event Manager as to whether We stay on site but Cotswold First Aid will endeavour to continue to support the Event if possible and reasonable. In all incidences where the finish time exceeds that of the stated time on the Enquiry/Booking form, excess charges may become payable at the discretion of Cotswold First Aid.

3.3 If You wish to cancel Your request for Our attendance at Your Event, You must give Us written notice. If such notice is not given, then a charge of the full fee may be made. Email notification is acceptable as written notice.

3.4 If You wish to cancel Your request for Our attendance at Your Event, our cancellation charges are as detailed below. These will be made at the discretion of Cotswold First Aid.

* + Written notice given greater than 14 days of the Event = 0%
  + Written notice given between 8 and 14 days of the Event = 20%
  + Written notice given between 3 and 7 days of the Event = 50%
  + Written notice given less than 3 days of the Event = 100%

3.5 If You wish to change the date and/or times of Your event, You must communicate these changes to Us in writing (email is acceptable) at least 7 days prior to the Event. We cannot guarantee to be able to cover Your event where We are already fully booked for the new date or time period but will work with You to assess this should the case arise.

3.6 Once we have agreed that We will cover Your Event, We will raise an invoice for the Event charges as set out and agreed in the Quotation. Payment should be made by cheque payable to “Cotswold First Aid” or by BACS transfer to the account detailed on the Enquiry/Booking form.

3.7 A non-refundable deposit may, at Our discretion, be requested at the time of the booking. Failure to pay the deposit in the required timescale will result in Us withdrawing from the Agreement.

3.8 The terms of payment are 14 days from the date of invoice. If the booking is made within 14 days of the start date of the event, payment is due upon booking. Late payments may incur additional administration and interest charges. Late payment may also result in special terms and conditions being applied to future bookings.

3.9 Should You owe Us monies from outstanding invoice(s), We reserve the right to decline or withdraw cover at any of Your events until Your account is settled with us.

4. Your Responsibilities

4.1 As the Organiser of the Event You are responsible for ensuring a satisfactory Risk Assessment has been carried out and that any Risk Management Plans have been implemented.

4.2 You must ensure that the Event is properly policed, so that Our personnel do not find themselves in threatening or unsafe situations. We retain the right to withdraw all personnel and services from an event if We consider Our personnel are at risk.

4.3 You must ensure that an area for the treatment of patients is clearly defined. A clean, dry, private area must be provided either by You or if agreed, by Us.

4.4 You will provide drinking water and adequate toilet facilities for patients and Cotswold First Aid personnel.

4.5 You must ensure that We have free and clear access around the Event and egress to and from the site for Our personnel, vehicles and for the emergency services. If on-site parking is not available, You should advise us before the Event so that we can make suitable provision for Our personnel.

4.6 You must ensure that inclusion of other medical personnel at the event is notified to Us in advance of Your event and that they are introduced to the Cotswold First Aid Event Manager on arrival. Where more than one supplier is required, it is important for all the providers involved to be aware that they will be working alongside other organisations and agree, in writing, that this is acceptable. There will need to be very clear written roles and responsibilities, as well as which provider is covering which area and who is to be the clinical lead (or similar title) for the event.

4.7 If necessary, You must adhere to any reasonable request from Our personnel to either temporarily or permanently stop the Event whilst treatment takes place.

4.8 Your Event staff must be made aware of where the first aid post(s) and personnel are located to assist with any requests from participants or spectators.

4.9 Where they exist, maps/plans of the Event should be provided to Us, preferably before the Event. If You are using radio communication equipment, it is desirable that You provide a set to the Cotswold First Aid Event Manager so as to ensure clear channels of communication.

4.10 You are responsible for ensuring that all necessary licenses to operate the Event have in place and for compliance with all conditions associated with such licences and relevant legislation and regulations. Failure to comply with the requirements of this clause may be treated by Us as a breach of this Agreement, in which case We shall be entitled to immediately withdraw from the Event. In such circumstances our charge for the agreed services, whether performed or not, still applies.

4.11 You must have in place public liability insurance cover of at least £10 million.

5. Our responsibilities (and limitations to the same)

5.1 We will provide first aid services at the Event commensurate with good industry practice.

5.2 We may carry out Our own Risk Assessments and management plans in relation but these are for Our own purposes. You remain fully responsible for Your Event (clause 3.1 above).

5.3 The Cotswold First Aid Event Manager shall manage the deployment of Our personnel. They are responsible for the health, safety and welfare of Our personnel and have a legal obligation under relevant legislation.

5.4 It may be necessary for Our personnel to leave the Event, in order to obtain further medical care for any person they are treating. We accept no liability should this mean that the Event has to cease or certain activities curtailed due to such a reduction of first aid cover.

5.5 In the rare event of a serious or life-threatening situation occurring in the vicinity of Your Event, Our personnel may be requested to respond (subject to reduced first aid provision remaining at the Event). Should this occur, We reserve the right to leave the Event without agreement from You. We accept no liability for any losses You may incur due to the termination of the Event, should the cause be due to Our full or partial withdrawal and our charges to You will remain as specified in the Quotation.

5.6 In view of the circumstances specified earlier in these Terms and Conditions; You are advised to arrange appropriate “Event Cancellation” insurance. We will not accept liability for any loss which you incur in relation to cancellation which could have been covered by such insurance.

5.7 Neither We nor Our personnel shall be liable under any circumstances, for any damage to land or property in the event of access being required to a patient or to allow egress from a site.

5.8 Subject to Clause 4.10, neither We nor Our personnel shall have any liability to You or any third party, for any loss, expense or damage of any nature, suffered or occurred arising from any breach of any condition of the Agreement or any negligence or any breach of statutory or other duty or in any other way in connection with performance or purported performance of or failure to perform the Agreement.

5.9 Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel’s) negligence.

5.10 We shall not be liable for any failure in performance of any of Our obligations under the Agreement caused by factors outside of Our control (including but not limited to fire, flood, adverse weather etc.)

5.11 If, in Our opinion, a suitable level of cover cannot be agreed, or Your Event appears to put Our personnel at unacceptable risk of injury or illness, We reserve the right not to proceed with Our services. However, it remains Your sole responsibility as the body organising the Event to ensure that the level of cover requested complies with all statutory regulations and requirements laid down by any governing body relating to such Event.

5.12 In the event of a medical emergency, the Cotswold First Aid Event Manager (or their clinical lead) has overall authority on treatment and the decision on whether to call in addition assistance.

5.13 If upon arrival at the Event, the Cotswold First Aid Event Manager considers the Event to be larger or of a higher risk than stated on the booking form or subsequent correspondence, We reserve the right to withdraw from the Event after consultation with Cotswold First Aid Operations Manager. In such circumstances all reasonable effort shall be made to advise the contact name on the online booking of the reasons for withdrawal. Should it be necessary at this stage to withdraw from the Event, full charges will apply for the resources provided, and We accept no liability for any loss you may incur due to the termination of the Event in such circumstances.

6. Information Provided by Cotswold First Aid

6.1 Personal information with regards to patients treated by Our personnel will only be provided to on-going healthcare providers, upon a request by legal representation and/or by written consent of the individual concerned, subject at all times to the current Data Protection regulations. In the event of reportable injuries or illnesses under RIDDOR or other legislation, We will provide you enough details to make a referral to the relevant authority.

6.2 Post the Event, we will provide You with a summary of patients treated by Our personnel (no patient personal details will be given). We will include recommendations for future Events based on our experience and observations.

6.3 We reserve the right to take photographs of the Event for publicity purposes.

7. Complaints

7.1 Any complaints or disagreements regarding Our services or Our personnel should be taken up with the Cotswold First Aid Event Manager at the Event. If the issue cannot be resolved, all complaints must be made in writing to the Operations Manager, Cotswold First Aid at the address shown on the Enquiry/Booking form with 7days. Our aim is to deliver a service which meets or exceeds Your expectations and as such all complaints will be investigated thoroughly and a reply issued within 14 days.

8. General

8.1 Each party will ensure that all confidential or business sensitive information received, remains confidential subject to any disclosure required by law.

8.2 Should a Freedom of Information Act (2000) request be placed on You, You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemption to disclosure may be applied. If We are involved in the reasons for the disclosure, You will provide Us with a copy of the FOI request and any subsequent disclosure.

8.3 Each party confirms that it owns or has the rights in the use of all intellectual property in relation to the services which are the subject of the Agreement and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with the originating party, unless otherwise agreed in writing between the authorised representatives of each party.

8.4 If any clause or part of this Contract is found by any court, tribunal, administrative body or authority to be illegal, invalid or unenforceable, then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Contract and this will not affect any other provisions of this Contract which will remain in full force and effect.

8.5 The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8.6 The Agreement may only be varied or amended in writing and must be signed by all parties involved.

8.7 The Agreement into which these terms and conditions are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Agreement. Nothing in this Clause shall be taken to exclude liability for fraudulent misrepresentation.

8.8 During the period of the Agreement into which these Terms and Conditions are applied, We shall supply our services as may be separately agreed between the parties and You shall purchase the same subject to these Terms and Conditions. In the event of any conflict between these Terms and Conditions and other terms of the Agreement, those other terms of the Agreement shall take precedence.

9. English Law and jurisdiction of English Courts

9.1 The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.

10. Privacy

10.1 For information about how we might collect and use the information you give us, the conditions under which we may disclose it to others, how we keep it secure and your legal rights in relation to any personal information we hold, please refer to Our privacy policy.