

1. GENERAL - In these terms and conditions:-

The Client means the person(s), Company or Organization to whom the services of Event First Aid UK (Training) are provided in accordance with these Conditions;

Us/Our means Event First Aid UK

The Booking Form means the booking form for the provision of the Service;

The Service or course means a first aid training course.

- 2. Event First Aid UK (Training) shall provide the Service to the Client at the chosen venue selected at booking subject to these Conditions. Any changes or additions to the Service or these Conditions must be agreed in writing by Event First Aid UK and the client
- 3. The Client shall at its own expense supply Event First Aid UK with all necessary information, documents or other materials within sufficient time to enable Us to provide the Service in accordance with the Booking Form. The Client shall ensure the accuracy of all information, documents or material supplied.
- 4. The Specified Service shall be provided in accordance Event First Aid UK's current brochure or other published literature relating to the Service from time to time, subject to these Conditions.
- 5. Event First Aid UK may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Client
- 6. Event First Aid UK may at any time without notifying the Client make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service
- 7.1. FEES Subject to any special terms agreed, the Client shall pay Event First Aid UK's charges for the Service and any additional sums which are agreed between Us and the Client for the provision of the Service or which, in Event First Aid UK's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any information or material supplied by the Client or any other cause attributable to the Client.
- 7.2. All charges quoted to the Client for the provision of the Service are valid for 30 days from the date of the quote.
- 7.3. Event First Aid UK will issue an invoice before training commences and must be paid in full before the starting date of the course. Failure to complete the full payment by the course start date will lead to your booking being canceled and your deposit being lost
- 7.4 OVERDUE FEES Event First Aid UK reserve the right to charge interest on any overdue account at a rate of £10 per week or part thereof until full payment is made. Such interest shall accrue on a weekly basis both before and after any judgment.



- 8. CANCELLATION OR POSTPONEMENT OF COURSE BY CLIENT All cancellations by the Client must be in writing. No extra fees will be payable provided that no less than 21 days written notice prior to the commencement of the Service is given to Us only the loss of the deposit. If less than 21 days written notice prior to the commencement of the Service is given Event First Aid UK reserve the right in its sole discretion to make an appropriate charge for administration and other expenses as follows;
- 14-20 days written notice prior to course commencement = 50% of the course fee
- 1-13 days written notice prior to course commencement = 100% of the course fee or a £150 charge for each day that was booked for training

If less than 14 days written notice prior to course commencement is given 100% of venue fees may be due in addition to the above where appropriate. I

- 9.1 CANCELLATION BY EVENT FIRST AID UK Whilst every attempt is made to ensure that courses run, We reserve the right to cancel or postpone any course, especially in circumstances where this is as a result of client(s) cancellation resulting in a workable minimum for the 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 full refund if the course has not yet commenced
- A proportionate refund, if the course has commenced and is not yet completed
- An alternative date to commence or complete the course as appropriate to the circumstances. Event First Aid UK is not liable for any costs if a course is cancelled due to circumstances beyond our control. Transportation and Accommodation cost of the client are not the responsibly of Event First Aid UK therefore will not be refunded due to the cancellation of a course
- 9.2 Event First Aid UK shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of Event First Aid UK's obligations in relation to the Service, if the delay or failure was due to any cause beyond Our reasonable control.
- 10. FAILURE TO ATTEND Not withstanding the provision of clause 8 above, if any student fails to attend the course or any part of the course on which a place has been reserved, fees in respect of that student will be payable by the Client in full. However, If the course on which a place has been reserved for a student has not yet commenced, a substitute student may be nominated by the Client for that course.
- If the course on which a place has been reserved for a student has commenced but for exceptional reasons the student has not been able to complete the course, an alternative date will be offered to enable the student to complete the remaining part of the course. Exceptional reasons may include illness supported by a doctor's note.
- 11. SUITABILITY Any special requirements for students need to be advised to Event First Aid UK's Trainer and discussed before the start of the course. If a student is considered to be unsuitable in the opinion of the Our Trainer, with due consultation the student may be asked to leave the course. For training at your venue Event First Aid UK require a clean and suitable training room with adequate lighting, ventilation and enough space to carry out practical work in accordance with the group size also if you have selected you have a projector it must be working and available to use for the duration of the course, failure to supply the above facilities in full could result in Our Trainer cancelling the course and full payment would be required.
- 12. INSURANCE Event First Aid UK carry public liability insurance to a limit of £2 million. The Client is required to insure any equipment provided for In-house training against accidental damage.



- 13. HEALTH AND SAFETY The Client is required to ensure compliance with 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 provided venue. Event First Aid UK will request details of the training room sizes before confirmation of the course. Where appropriate, students will be advised of any possible hazards which may be present during the course of training and procedures they should adopt to eliminate or minimize the risks pertaining to the hazards.
- 14.1. Event First Aid UK shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 14.3 Event First Aid UK 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 in insofar as such liability cannot be excluded by law.
- 14.4. Except in respect of death or personal injury caused by Event First Aid UK's negligence, Event First Aid UK shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the booking form, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Event First Aid UK, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or its use by the Client, and the entire liability of the Supplier under or in connection with the provision of the Service shall not exceed the amount of Event First Aid UK charges for the provision of the Service, except as expressly provided in these Conditions.
- 15. ALTERATION Event First Aid UK reserve the right to amend these Conditions without prior notification to the Client. These Conditions of Trading shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts. Any alterations, modifications or extensions affecting the above clauses shall not be valid unless agreed by Event First Aid UK and acknowledged in writing.
- 16.1 General 7.1 Each party will ensure that all confidential information received from the other, remains confidential subject to any disclosure required by lay (when full consultation will take place between the parties prior to disclosure).
- 16.2 If you are subject to the Freedom of Information Act 2000, then You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemptions to disclosure may be applied.
- 16.3 Each party confirms that it owns or has all the necessary rights in the use of all intellectual property in relation to the services which are subject of the Agreement(and the related catalogues / literature) and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with the original party, unless otherwise agreed in writing between the authorised representatives of each party.
- 16.4 If any clause or part of this Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unforeseeable then that provision will, to the extent required, be served 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.



- 16.5 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.
- 16.6 No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.
- 16.7 The Agreement may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that the Agreement is varied in the manner specified.
- 16.8 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.
- 16.9 Nothing in the Agreement or any arrangement contemplated by it shall constitute either party a partner of the other nor shall the execution, completion and implementation of the Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or to pledge the credit of the other party
- 17. English Law and jurisdiction of English Courts 8.1 The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.