

Standard terms and conditions

The following terms and conditions apply to all orders for the purchase of services (as defined below) from the Ffit Conwy Training Team.

If you have any questions relating to these terms and conditions, please contact our Administration Officer by phone, (01492 575564) or email first.aidH&S@conwy.gov.uk

These terms and conditions do not affect your statutory rights.

Definitions

- a. "Attendee" means a person who is booked to attend a Course.
- b. "Ffit Conwy Training Team" means The Ffit Conwy Training Team, a Section of Leisure Services, Conwy County Borough Council, whose headquarters in UK is at Bodlondeb Council Offices, Bangor Road, Conwy, LL32 8DU
- c. "Contract" means these terms and conditions, the application form which is completed by the Customer and the booking confirmation issued by Ffit Conwy Training Team to the Customer.
- d. "Course" means a first aid course, a mental wellbeing course or any similar course organised and run by the Ffit Conwy Training Team.
- e. "Customer" means the purchaser of Services, being either an Organisation or an Individual, and, where the context so requires "Customer" also includes Attendees.
- f. "DP Legislation" means all applicable laws and regulations relating to the processing of personal data and privacy including the UK GDPR, Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426), and any statutory instrument, order, rule or regulation made thereunder.

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g. "Group Course" means a Course booked by an Organisation, for the benefit of its staff or other members of the Organisation, and held at a location chosen by the Organisation.

h. "Individual" means a person who attends a Scheduled Course.

i. "Organisation" means a Customer which is a company, charity, organisation, or other group, including a family group, which books a Group Course or books places for Individuals on a Scheduled Course.

j. "Scheduled Course" means a Course held at Conwy County Borough Council premises or premises chosen by Ffit Conwy Training Team on which members of the public can book a place, and on which Organisations can book one or more places for their members or staff.

k. "Services" means all Courses, first aid products and any other related products or services supplied by Ffit Conwy Training.

l. "Venue" means a location hired by the Ffit Conwy Training Team on behalf of the Customer to facilitate a Group Course.

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1. Payment and VAT

- a. An Individual who books a place on a Scheduled Course must make payment at the time of booking.
- b. An Organisation which books a Group Course or books a place for an individual on a Scheduled Course, will be issued with an invoice which the Organisation must pay in full before the Course start date.
- c. Ffit Conwy Training Team reserves the right to withhold certificates until full payment has been cleared. Ffit Conwy Training Team also reserves the right to withhold the individual attending the course or any other courses which they have booked as well as withholding any certification, until all outstanding payments have been cleared.
- d. The Customer shall pay VAT on all fees at the prevailing rate.

2. Cancellations, Rescheduling and Substitution - General

- a. Ffit Conwy Training Team may cancel or reschedule a Course at any time.
- b. If Ffit Conwy Training Team cancels a Course, it will inform the Customer of this as soon as possible, and will give the Customer the option of attending the next available Course subject to availability on this next course and Ffit Conwy Training Team holds no responsibility for re-arranging any cancelled courses with such individuals and cannot provide an automatic reservation to that individual at the next available booking.
- c. Ffit Conwy Training Team does not accept any responsibility for certificates which expire because of a cancelled Course.
- d. Cancellations, requests to reschedule a Course or requests to substitute an Individual on a Scheduled Course can be made by phone (01492 575564) or email (first.aidH&S@conwy.gov.uk).

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Cancellations can also be made using the Model Cancellation Form at the end of these Terms and Conditions. This applies to both Scheduled Courses and Group Courses.

3. Cancellations by an Organisation of a Group Course or of places on a Scheduled Course

- a. If an Organisation cancels a Group Course on giving less than 10 working days' notice of cancellation before the Group Course start date, the Organisation shall pay the full course fee for the cancelled Group Course.
- b. If an Organisation cancels a Group Course on giving more than 10 working days' notice of cancellation before the Group Course start date, the organisation is subject to the terms and conditions of the venue.
- c. If an Organisation cancels bookings for Individuals on a Scheduled Course on giving less than 10 working days' notice of cancellation before the Scheduled Course start date, the Organisation shall pay the full course fees.

4. Cancellations by an Individual

- a. An Individual may cancel the booking of a place on a Scheduled Course within 10 working days of making the booking, starting on the day after the day on which the place on the Scheduled Course was booked.
- b. An Individual may cancel a place on a Scheduled Course at any time up to 10 working days before the Course start date.
- c. If an Individual cancels a booking under sub-clause 5(a) or sub-clause (b) above, Ffit Conwy Training Team will refund the fee.
- d. If an Individual cancels a booking of a place on a Scheduled Course more than 14 calendar days after making the booking and the Scheduled Course is within 14 days of

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the date of cancellation, Ffit Conwy Training Team will not refund the fee.

5. Transfer of Individuals on Scheduled Courses

a. If an Organisation or Individual books places for Attendees on a Scheduled Course, they may transfer one or more Attendees from one Scheduled Course to another Scheduled Course, once, without incurring a charge, provided that Ffit Conwy Training Team receives this request to transfer at least 10 working days before the initial Scheduled Course start date.

b. If an Organisation or Individual requests the transfer of Attendees from one Scheduled Course to another Scheduled Course fewer than 10 working days before the start of the initial Scheduled Course, the Organisation or Individual must pay for both Courses, unless the Individual is ill and the Ffit Conwy Training Team received a medical certificate in respect of the ill individual.

6. Details of persons attending Scheduled Courses

An Organisation which has booked a Scheduled Course must give details of the persons who will attend that Scheduled Course, not later than 48hrs of the start of the Scheduled Course.

7. Rescheduling of Group Course

a. An Organisation may reschedule a Group Course without charge, provided that the Ffit Conwy Training Team receives the request at least 10 working days before the start date of the initial Group Course.

b. If a request to reschedule a Group Course is received fewer than 10 working days before the Group Course start date, the Organisation will incur a charge of 50 percent of the initial Group Course fee.

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c. If an Organisation reschedules Group Course under sub-clause 8(a) or sub-clause (b) above, the Organisation is subject to the terms and conditions of the Venue.

8. Course Timing and Booking Confirmation

- a. Good time keeping throughout the Course is essential.
- b. Ffit Conwy Training Team will email a booking confirmation to the booker which includes information about the start time of the Course.
- c. If the booker does not receive a booking confirmation, it is the responsibility of the booker to contact Ffit Conwy Training Team either by phone (01492 575564) or email (first.aidH&S@conwy.gov.uk) to arrange for the booking confirmation to be re-sent.
- d. If an Attendee fails to attend a Course because the booker did not receive a booking confirmation, the Customer must still pay the full cost of the Course.
- e. It is the responsibility of the booker to ensure that the Attendee is fully briefed and made aware of these instructions about attendance, and all other Course requirements, before attending the Course.
- f. Ffit Conwy Training Team will post first aid certificates and invoices to UK addresses. Certificates will be emailed to all candidates unless otherwise requested. If printed certificates are required, the Customer may be required to pay an additional fee.

9. Attendance

- a. Attendees must attend and complete all aspects of the Course to qualify for certification - where certification is applicable.
- b. The full cost of the Course will be charged for Attendees who arrive late or are absent from all or part of the Course. This applies even if the Attendee is refused admittance due to lateness.

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10. Meeting the needs of Attendees

- a. Ffit Conwy Training Team has an Equal Opportunities Policy.
- b. To enable Ffit Conwy Training Team to ensure that all Attendees are treated fairly and their requirements are fully met, the Customer must tell Ffit Conwy Training Team in advance of any special arrangements that an Attendee needs in order to enable the Attendee to participate fully in the training.
- c. Ffit Conwy Training Team does not provide any specialist equipment and/or personnel such as signers or translators; however these can be sourced at the Customer's own cost.

11. Attendee age, fitness and disposition

- a. The duties of a first aider can be physically demanding. All Attendees must be:
 - i. physically able to provide colleagues with first aid, e.g. able to kneel on the floor and administer cardio pulmonary resuscitation, in line with the Health & Safety Executive's (HSE) Approved Code of Practice,
 - ii. free from any condition that will affect their participation in the Course and their capability to carry out the duties of a first aider,
 - iii. reliable, with the necessary disposition and communication skills,
 - iv. able to cope with stressful and physically demanding emergency procedures,
 - v. easily reachable in the event of an emergency at work, and
 - vi. 16 years old or above – bespoke Courses can be tailored for children under 16 years of age upon request to the Ffit Conwy Training Team.
- b. Attendees who are unable to meet the above requirements or fail to meet the pre-set assessment criteria for the Course will

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not be awarded a certificate and will not be able to act as first aiders in the workplace.

c. It is the responsibility of the Customer to select suitable persons to train to become first aiders in the workplace. Ffit Conwy Training Team do not hold any responsibility for customers who would not be held physically or medically suitable for completing the course and which may affect their safety or wellbeing, for taking part in the said course.

12. Re-certification

a. It is the responsibility of the Customer to ensure that Attendees attending a first aid re-certification Course have previously held a full three-day first aid at work certificate. Valid copies must be presented to Ffit Conwy Training Team upon booking. Failure to do so will mean that attendance will be denied and no certificate will be provided.

13. Limitation of liability

a. Except in respect of death or personal injury caused by the negligence of Ffit Conwy Training Team, Ffit Conwy Training Team shall not be liable by reason of any representation (unless fraudulent) or implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, for any loss of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation.

b. Ffit Conwy Training Teams' entire liability to the Customer under or in connection with the Contract and the provision of Services shall not exceed the sum of twice the price paid by the Customer for the Services. Nothing in this paragraph is intended to exclude any liability on the part of Ffit Conwy Training Team for fraud.

c. Ffit Conwy Training Team does not accept responsibility for personal injury, damage to or of property arising out of the use of the facilities in connection with the courses, in the absence of negligence.

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14. Data protection

a. The provisions of this clause 15 shall apply to any disclosure by the Customer of personal data, including any sensitive personal data; as such terms are defined by the DP Legislation.

b. In the application form for a Course, the Customer will give to the Ffit Conwy Training Team the names, addresses, telephone numbers and email addresses of the booker and Attendees, and details of any medical conditions that might affect the participation of an Attendee on a Course.

c. The personal data referred to in clause 15 (b) will be used by Ffit Conwy Training Team only for the purpose of Course administration.

d. Ffit Conwy Training Team shall have technical and organisational measures in place against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by it, appropriate to the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to personal data and the nature of the personal data.

e. Ffit Conwy Training Team shall take all reasonable steps to ensure that staff that has access to personal data processed in connection with the Contract is reliable and properly trained.

f. Ffit Conwy Training Team shall not transmit personal data to a country or territory outside of the United Kingdom without ensuring that such data is afforded adequate protection as required by the DP Legislation.

g. Ffit Conwy Training Team shall notify the Customer as soon as possible and at least within 1 working day if Ffit Conwy Training Team believes any breach or unauthorised disclosure of personal information has occurred.

h. Ffit Conwy Training Team shall destroy/delete all personal data relating to the Contract, using a secure method when it is no longer needed for the Services.

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i. If Ffit Conwy Training Team discloses personal data to a third party pursuant to clause 15(b) above, Ffit Conwy Training Team will use its best endeavours to ensure that each body to which the personal data is disclosed process only in accordance with documented instructions and maintains equivalent measures and processes, including confidentiality obligations and security measures to comply with the DP Legislation.

j. Contact details supplied to Ffit Conwy Training Team will not be passed on to third parties unless the course provided is accredited by the Royal Life Saving Society.

15. How to find out what personal information Ffit Conwy Training holds about a Customer

a. The Customer can request details of the personal information that Ffit Conwy Training Team holds about the Customer under the Data Protection Act 2018.

b. If the Customer would like a copy of the information that the Ffit Conwy Training Team holds about the Customer, or wants to update such information, the Customer can email info-gov.unit@conwy.gov.uk or call on 01492 574016.

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16. Complaints

- a. If the Customer has any complaint about any of the services which the Ffit Conwy Training Team provides, the Customer should contact the Ffit Conwy Training Team's administration officer via telephone 01492 575664 or email first.aidH&S@conwy.gov.uk
- b. The Ffit Conwy Training Team will try and resolve the complaint as soon as possible in-line with Conwy County Borough Council's Complaints Policy and Procedures.

17. Governing Law

These terms and conditions and any order which the Customer places with Ffit Conwy Training Team to which these terms and conditions apply shall be governed by and construed in accordance with the laws of England and Wales.

Mae'r ddogfen hon ar gael yn Gymraeg hefyd

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Model Cancellation Form

To
Ffit Conwy Training Team
Coed Pella
PO BOX 1
Conwy
LL30 9GN

Email: first.aidH&S@conwy.gov.uk

I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract of for the provision of the first aid course from [date] to [date] at [address at which course would be held*],

Ordered on [*]

Name of Consumer(s),

Address of Consumer(s),

Signature of Consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

Mae'r ffurflen hon ar gael yn Gymraeg hefyd.

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