

## Terms and conditions.

### Standard terms and conditions

The following terms and conditions apply to all orders for the purchase of services from **Rotas Training** 

If you have any questions relating to these terms and conditions, please contact by phone, 07989 303085 between Monday to Friday 8:30 – 17:00 excluding bank and public holidays, or email <u>rotastraining@gmail.com</u>

'Contract' means these terms and conditions and the booking confirmation issued by Rotas Training to the Customer.

'Course' means a first aid course, or any similar course organised and run by Rotas Training.

'Customer' means the purchaser of Services, being either an Organisation or an Individual.

'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.

'Services' means all Courses, first aid products and any other related products or services supplied by Rotas Training.

An Organisation which books a Group Course, Including an Organisation which books places for Individuals on a Group Course will be issued with an invoice which the Organisation must pay in full within 30 days of the course completion date.

'Individuals' who book a course directly with Rotas Training must pay the course fee in full 10 working days before the course start date.

Rotas Training reserves the right to withhold certificates until full payment has been cleared.

## **Course Bookings Process**

Course bookings by the customer must be paid in full prior to the commencement of the training course, unless prior agreement has been arranged, in writing, between the Customer and Rotas Training. If full payment for the training course has not been received from the customer, Rotas Training will withhold the certificate and the customer will not receive the qualification for the training course attended.

# **Cancellations, Rescheduling and Substitution - General**

Rotas Training may cancel or reschedule a Training Course at any time.

If Rotas Training cancels a Course, it will inform the Customer of this as soon as possible, and will give the Customer the option of rebooking the next available date.

## Cancellations by an Organisation of a Group Course

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:

Administration charge of £50.00

If an Organisation cancels a Group Course on giving less than 5 working days' notice of cancellation before the Group Course start date, the Organisation shall pay:

Full instructor fee of £150

## Cancellations by Individuals on an Individual Training Courses

It is accepted that the individual may cancel their attendance on a course provided by Rotas Training. However, if the cause of the cancellation is not the fault of Rotas Training the individual may have to pay cancellation fee as follows:

More than 4 weeks before the training course is due to commence:

Full refund.

Between 2-4 weeks before the training course is due to commence:

50% of the course cost will be refunded.

Less than 2 weeks before the training course is due to commence:

The course cost will not be refunded.

In all cases, notices of cancellation must be confirmed in writing addressed to the contact details on the booking confirmation.

On confirmation by Rotas Training that a course cost is to be refunded, this will be paid within 14 working days of the refund confirmation which will be given in writing to the individual concerned.

The individual will be given the option of transferring onto another course.

## **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 the start of the Scheduled Course.

## **Rescheduling of Group Course**

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

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 an administration charge of £50.

### **Course Timing and Booking Confirmation**

Good time keeping throughout the Course is essential.

Rotas Training will email a booking confirmation to the booker which includes information about the start time of the Course.

If the booker does not receive a booking confirmation, it is the responsibility of the booker to contact Rotas Training either by phone (07989 303085) or email (rotastraining@gmail.com) to arrange for the booking confirmation to be re-sent.

It is the responsibility of the organisation to ensure that the Attendee is fully briefed and made aware of instructions about attendance, and all other Course requirements, before attending the Course.

Rotas Training will post certificates and invoices to an organisation's UK address. If a Customer requires additional copies, whether sent by post or email, the Customer may be required to pay an additional fee for these.

#### Attendance

Attendees must attend and complete all aspects of the Course to qualify for certification.

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.

#### Meeting the needs of Attendees

To enable Rotas Training to ensure that all Attendees are treated fairly, and their requirements are fully met, the Customer must inform Rotas Training in advance of any special arrangements that an Attendee needs in order to enable the Attendee to participate fully in the training.

Rotas Training 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.

## **First Aid Entry Requirements**

The qualification is available to learners aged 14 or over but a learner is unable to act as a First Aider in the workplace until they reach the age of 16.

For Outdoor First Aid the qualification is available to learners aged 16 or over.

Due to the practical nature of the first aid assessment, there are physical demands and learners must be able to demonstrate their skills as in a real-life situation. An example of this would be to demonstrate CPR on a manikin at floor level.

It is recommended that learners should hold a minimum of Level 1 in literacy or equivalent to undertake this qualification.

It may be possible to allocate a reasonable adjustment to a learner who has a disability, medical condition or learning need; learners should contact Rotas Training at the time of booking to discuss.

Any reasonable adjustments granted must be in line with the FAA Reasonable Adjustments Policy.

Attendees who are unable to meet the above requirements or fail to meet the above criteria for the course will not be awarded a certificate and will not be able to act as first aiders in the workplace.

It is the responsibility of the Customer to select suitable persons to train to become first aiders in the workplace.

## **Mental Health Entry Requirements**

The qualification is available to learners aged 14 or over. For virtual courses the requirement is over 18 years of age.

It is recommended that learners should hold a minimum of Level 1 in literacy or equivalent to undertake this qualification.

It may be possible to allocate a reasonable adjustment to a learner who has a disability, medical condition or learning need; learners should contact Rotas Training at the time of booking to discuss.

Any reasonable adjustments granted must be in line with the FAA Reasonable Adjustments Policy.

## Limitation of liability

Except in respect of death or personal injury caused by the negligence of Rotas Training, Rotas Training 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.

Rotas Training's 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 Rotas Training for fraud.

## Data protection/GDPR

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

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

The personal data referred to in this clause will be used by Rotas Training only for the purpose of Course administration. Rotas Training will disclose this personal data to a sub-processor, NUCO, (or any replacement organisation carrying out a similar task), which regulates, prints and posts paperwork such as invoices and certificates to Customers.

Rotas Training have 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.

Rotas Training 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.

Rotas Training shall destroy all personal data relating to the Contract, using a secure method when it is no longer needed for the Services.

If Rotas Training discloses personal data to a third party pursuant to clause above, Rotas Training 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/GDPR Legislation.

## How to find out what personal information Rotas Training holds about a Customer

The Customer can request details of the personal information that Rotas Training holds about the Customer under the Data Protection Act 2018.

If the Customer would like a copy of the information that Rotas Training holds about the Customer, or wants to update such information, the Customer should write to: Rotas Training, 30 Bearsdown Road, Plymouth, PL6 5TR or email <u>rotastraining@gmail.com</u>

## Complaints

If the Customer has any complaint about any of the services which Rotas Training provides, the Customer should contact Rotas Training as above.

Rotas Training will try and resolve the complaint as soon as possible.

## **Governing Law**

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