



## Standard terms and conditions

The following terms and conditions apply to all orders for the purchase of services (as defined below) from Act Fast Clinical.

If you have any questions relating to these terms and conditions, please contact us on 07588 714340, or email [ken.fraser@actfastclinical.co.uk](mailto:ken.fraser@actfastclinical.co.uk)

These terms and conditions do not affect your statutory rights.

### 1. Definitions

- a. “Attendee” means a person who is booked to attend a Course.
- b. “Act Fast Clinical” means Act Fast Clinical, an organisation providing first aid and other clinical training, education governance and healthcare audit.
- c. “Contract” means these terms and conditions, the application form which is completed by the Customer and the booking confirmation issued by Act Fast Clinical to the Customer.
- d. “Course” means a first aid course, or any similar course organised and run by Act Fast Clinical.
- 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.
- 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 premises chosen by Act Fast Clinical 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, clinical governance, audit or advice and any other related products or services supplied by Act Fast Clinical.

I. "Venue" means a location hired by the Act Fast Clinical on behalf of the Customer to facilitate a Group Course.

## **2. 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. Act Fast Clinical reserves the right to withhold certificates until full payment has been cleared.
- d. The Customer shall pay VAT on all fees at the prevailing rate.

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

- a. Act Fast Clinical may cancel or reschedule a Course or other Services at any time.
- b. If Act Fast Clinical cancels a Course or other Services, it will inform the Customer of this as soon as possible, and will give the Customer the option of attending the next available Course.
- c. Act Fast Clinical does not accept any responsibility for certificates which expire because of a cancelled Course.
- d. Cancellations, requests to reschedule a Course or other Services or requests to substitute an Individual on a Scheduled Course can be made by phone (07588 714340) or email ([ken.fraser@actfastclinical.co.uk](mailto:ken.fraser@actfastclinical.co.uk)). 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.

## **4. Cancellations by an Organisation of a Group Course or of places on a Scheduled Course**

- a. If an Organisation cancels a Group Course or other Services 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 or other Services.
- b. If an Organisation cancels a Group Course or other Services on giving more than 10 working days' notice of cancellation before the Group Course or other Services 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.

## **5. 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, Act Fast Clinical 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 the date of cancellation, Act Fast Clinical will not refund the fee.

## **6. 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 Act Fast Clinical 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 Act Fast Clinical received a medical certificate in respect of the ill individual.

## **7. 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.

## **8. Rescheduling of Group Course**

- a. An Organisation may reschedule a Group Course without charge, provided that the Act Fast Clinical 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 per cent of the initial Group Course fee.
- b. If an Organisation reschedules Group Course under sub-clause 8(aa) or sub-clause (b) above, the Organisation is subject to the terms and conditions of the Venue.

## 9. Course Timing and Booking Confirmation

- a. Good time keeping throughout the Course is essential.
- b. Act Fast Clinical 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 Act Fast Clinical either by phone (07588 714340) or email (ken.fraser@actfastclinical.co.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. Act Fast Clinical will post first aid certificates and invoices to UK addresses. If a Customer requires the Act Fast Clinical to send documentation outside of the UK, the Customer may be required to pay an additional fee.
- g. If a Customer requires copies of Act Fast Clinical material, the Customer may be required to pay an additional fee.

## 10. 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.

## 11. Meeting the needs of Attendees

- a. Act Fast Clinical has an Equal Opportunities Policy.
- b. To enable Act Fast Clinical to ensure that all Attendees are treated fairly and their requirements are fully met, the Customer must tell Act Fast Clinical in advance of any special arrangements that an Attendee needs in order to enable the Attendee to participate fully in the training.
- c. Act Fast Clinical 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.

## 12. 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, except on courses identified as suitable or dedicated to younger participants.

b. Attendees who are unable to meet the above requirements or fail to meet the pre-set assessment criteria for the course will 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.

### **13. 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.

b. If Act Fast Clinical issues a certificate to an Attendee on successful completion of a re-certification Course and subsequently finds out that the Attendee did not complete the initial first aid at work training, the re-certification certificate will be invalid, regardless of the success of the Attendee at the re-certification Course.

### **14. Limitation of liability**

a. Except in respect of death or personal injury caused by the negligence of Act Fast Clinical, Act Fast Clinical 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. Act Fast Clinical' 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 Act Fast Clinical for fraud.

### **15. 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 Act Fast Clinical 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 Act Fast Clinical only for the purpose of Course administration. The personal data may be disclosed to external parties which manage the applications for Courses, for example, organisations which provide call recording and customer relationship management.

d. Act Fast Clinical 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. Act Fast Clinical 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. Act Fast Clinical 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. Act Fast Clinical shall notify the Customer as soon as possible and at least within 1 working day if Act Fast Clinical believes any breach or unauthorised disclosure of personal information has occurred.

h. Act Fast Clinical shall destroy all personal data relating to the Contract, using a secure method when it is no longer needed for the Services.

i. If Act Fast Clinical discloses personal data to a third party pursuant to clause 15(b) above, Act Fast Clinical 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 Act Fast Clinical will not be passed on to third parties.

## **16. How to find out what personal information Act Fast Clinical holds about a Customer**

a. The Customer can request details of the personal information that Act Fast Clinical holds about the Customer under the Data Protection Act 2018.

b. If the Customer would like a copy of the information that the Act Fast Clinical holds about the Customer, or wants to update such information, the Customer can write to: Act Fast Clinical, 12 Fenwick Way, Consett, County Durham, email [ken.fraser@actfastclinical.co.uk](mailto:ken.fraser@actfastclinical.co.uk) or call Act Fast Clinical on 07588 714340.

## **17. Complaints**

a. If the Customer has any complaint about any of the services which the Act Fast Clinical provides, the Customer should contact Act Fast Clinical via telephone (07588 714340) or email ([ken.fraser@actfastclinical.co.uk](mailto:ken.fraser@actfastclinical.co.uk)).

b. Act Fast Clinical will try and resolve the complaint as soon as possible.

## 18. Governing Law

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

### Model Cancellation Form

To  
Act Fast Clinical  
12 Fenwick Way  
Consett  
County Durham  
DH8 5FD  
Email: **ken.fraser@actfastclinical.co.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 Customer(s),

Address of Customer(s),

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

Date

[\*] Delete as appropriate.