

TERMS AND CONDITIONS FOR CHAP TRAINING

Application and entire agreement

1. These Terms and Conditions apply to the provision of our training detailed in our quotation (**Training**) by ASH Healthcare Training, of Gravel Pit Farm, Heath Road, Cambridgeshire, CB25 0AP (**we** or **us** or **Training Provider**) to the person buying the training (**you** or **Customer**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any Training (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Training

7. We warrant that we will use reasonable care and skill in our performance of the Training which will comply with the quotation, including any specification in all material respects. We can make any changes to the Training which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

8. Where, in connection with the provision of the Training, we supply any goods supplied by a third party, we do not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise but shall, where possible, assign to the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to ASH HCT.
9. ASH HCT warrants and represents to that we are an independent contractor.
10. ASH HCT warrants to that any person engaged by to perform the Training under this Agreement will have the relevant and all necessary qualifications and is a member of a relevant professional body. We will provide evidence of the same to on request.
11. We agree to provide the Training at such locations as shall be agreed by
12. We shall keep detailed records of all things done by him/her in relation to the provision of the Training and at’s request, shall make them available for inspection and/or provide copies to
13. We shall send training attendance records and evaluation sheets to after each event.
14. We will comply with any specific health and safety provisions of the premises that they is using.
15. We will ensure that any equipment provided by us is safe and without defect.
16. Our Trainer shall not be subject to directions from the Client as to the manner in which they shall perform the Training
17. Any data acquired or created by us in the course of providing the Training shall belong to We shall do nothing that might render in breach of the requirements of data protection law.
18. We will use all reasonable endeavours to complete the Training within the time agreed or as setout in the quotation; however, time shall not be of the essence in the performance of our obligations.
19. All of these Terms and Conditions apply to the supply of any goods as well as Training unless we specify otherwise.

Your obligations

20. You will provide suitable premises for us to deliver the training, this will include sufficient space to allow for any Government requirements for social distancing, hand washing, etc.
21. You will agree to provide the following:
 - information about the target group
 - background information about the work of, its decision-making structures, its vision, mission, values and key policies
 - support & guidance with course design and material
 - booking of venue
22. If you do not comply with clause 20, we may be unable to deliver the training, in which case clause 29 will apply.
23. We are not liable for any delay or failure to provide the Training if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Data Protection

24. In carrying out its obligations under this Agreement, each Party shall comply in all material respects with all current and applicable data protection legislation, including the Data Protection Act 1998 and the EU General Data Protection Regulation (all hereafter referred to as “Data Protection Legislation”).
25. In the event that a Party receives a request for information under the Data Protection Legislation, the Party shall comply with the requirements of such Data Protection Legislation when processing the request and shall consult with the other Party before disclosing any personal data.

Fees

26. The fees (**Fees**) for the Training are set out and agreed and are on a time and materials basis.
27. Any additional training provided by us, not specified in the quotation for CHAP training (12 days) will be charged at our daily rate
28. The charges will set out in an invoice provided and payment is due 7 days prior to the first day of training.
29. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

30. If you want to amend any details of the Training you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

Cancellations

31. Either party must give a minimum of 4 weeks' notice to cancel.

32. In the event that cancels, the following conditions will apply:

- 7 days or more, we will reschedule the day at no additional charge
- 2-6 days, we will reschedule the day at an additional charge of 50% of our usual daily rate
- 1 day or on the day of training, we will reschedule the day, at our usual daily rate

33. We will use our best endeavours to avoid any cancellations, whilst recognising that some circumstances may cause difficulties.

i) In the event of bad weather:

- (1) The decision will be made the day before and the trainer may be required to travel the day before, at no additional cost to you.
- (2) In the event that severe weather prevents the trainer attending, we will offer the option of:
 - (a) Virtual training on the same day
 - (b) An alternative day, at no cost to you
- (3) If the trainer sets off, but is unable to arrive, we will arrange the training free of charge for you

ii) In the event of trainer sickness:

- (1) Ash Healthcare Training will try to let you know the day before, if the booked trainer is unable to deliver training, although sometimes sickness develops quickly and without warning.
- (2) Ash Healthcare will try and arrange cover, if the replacement trainer is not a specialist in the proposed subject we will offer you either:
 - (a) An alternative (appropriate) subject
 - (b) Rescheduling of booked training, at no cost to you
- (3) If cover unavailable, notify / manager at venue as early as possible

34. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
35. If you want to amend any details of the Training you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

Equality, Non-Discrimination and Human Rights

36. Each Party will not, and will use reasonable endeavours to ensure that its employees, contractors and agents will not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
37. Each Party will, and will use reasonable endeavours to ensure that its employees, contractors and agents will, at all times, comply with and act in a way which is compatible with the Human Rights Act 1998, the Equality Act 2010 and the equality duty imposed by that Act.

Intellectual Property Rights

38. Each Party shall retain ownership of the Intellectual Property Rights it brings to the Agreement and of the Intellectual Property Rights it generates in connection with this Agreement.

Statutory duties

Counter Terrorism and Security Act 2015 ("CTSA")

39. ASH HCT agrees it shall cooperate with, including provision of such information as may be requested, to support’s compliance with the requirements of the CTSA.

Modern Slavery Act 2015

40. The Trainer warrants that it does (and will continue to) comply with its obligations under the Modern Slavery Act 2015.

Anti-bribery and Anti-corruption

41. Each Party shall at all times:
- comply with all applicable laws, statute, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
 - comply with’s anti-bribery and anti-corruption policies as published from time to time.

Miscellaneous Provisions

42. Neither this Agreement nor the Training performed hereunder may be assigned, transferred or sub-contracted by either party in whole or in part without the prior written consent of the other party. No such sub-contracting by either party shall relieve that party of its obligations hereunder.
43. Nothing contained in this Agreement shall be so construed as to constitute either Party to be the agent of the other.
44. This Agreement may be amended in whole or in part at any time by an agreement in writing executed in the same manner and by the Parties to this Agreement.
45. Any notice to be given by a Party under or in connection with this Agreement shall be in writing and shall be delivered by email or sent by pre-paid first class post to the address of the other Party set out above, or to such other address as may have been notified in accordance with this Agreement. Any such notice shall be deemed to have been served: if delivered by email- at the time of delivery; if sent by post - upon the expiration of 48 hours after posting.
46. This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior negotiations, representations, understandings or agreements whether oral or written.
47. This Agreement will be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Termination

48. We can terminate the provision of the Training immediately if you:
- a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to make pay any amount due under the Contract on the due date for payment; or
 - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

49. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Training. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

50. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
51. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
52. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Training or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a. any indirect, special or consequential loss, damage, costs, or expenses or;

- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Training and how they will meet your requirements or your use of the Training or any goods supplied in connection with the Training.
53. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
54. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Communications

55. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
56. Notices shall be deemed to have been duly given:
- f. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - g. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - a. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - b. on the tenth business day following mailing, if mailed by airmail.
57. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

58. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

59. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

60. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

On behalf of

Signed Date

Print Name

Position

On behalf of ASH Healthcare Training

Signed Date

Print Name

Position