

## **First Aid Training - Sales of Service Terms & Conditions**

If you have any queries about the following terms and conditions, please get in touch with one of our team who can assist you. Please contact us on 0121 516 5118, or, you can send us an email to [info@med-als.com](mailto:info@med-als.com) or [firstaidtraining@med-als.com](mailto:firstaidtraining@med-als.com)

### **1. GENERAL**

1.1 The following terms and conditions are between ALS Med Ltd and you the customer.

1.2 The terms and conditions replace any previous terms and conditions that were set out by ALS Med Ltd.

1.3 Through booking on to a course with ALS Med Ltd, a customer accepts and enters a legally binding contract with the supplier and agrees to the terms and conditions listed.

1.4 All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

1.5 The Supplier is ALS Med Ltd (registered in England and Wales with the company number:14760312). The main office is 4<sup>th</sup> Floor, 205 Regent Street, London, W1B 4HB, trading HQ based in Birmingham, West Midlands.

### **2. DEFINITIONS**

2.1 “Conditions” these are the terms and conditions set out in this document as amended accordingly.

2.2 “Learner” or “delegate” means a person who is booked to attend a course.

2.3 “Customer” means the purchaser of services, being either an organisation or an individual, with the term customers also including those attending the course themselves (refer to 1.2).

2.4 “Individual” means a person who attends a scheduled open course.

2.5 “Services” means all of the courses and any other related products and services that are supplied by ALS Med Ltd.

2.6 “Organisation” means a customer who is from either of the following: a company, charity, or a group of people. The group of people includes family bookings or someone who is booking on behalf of individuals to attend an open course.

2.7 “Business Day” includes Monday, Tuesday, Wednesday, Thursday, and Friday (excluding Saturday, Sunday and Public Holidays in England and Wales). If individuals or organisations wish to book a course with Training on the excluded days listed, then additional fees will be incurred (see clause 3.6).

2.8 “Onsite Training” means completing a course at your own venue if deemed suitable to do so.

### **3. BOOKING CONDITIONS**

3.1 A customer can book onto a course through the website by telephone (0121 516 5118), or by e-mail ([info@med-als.com](mailto:info@med-als.com))

3.2 ALS Med Ltd will provide the course at the customer’s chosen venue, which may be at their own venue if suitable, or they may wish to have the training delivered at one organised by ALS Med Ltd which may include additional prices for venue hire.

3.3 ALS Med Ltd may at any time, without notifying the customer, make changes to the service, if necessary, to comply with any applicable health and safety or other statutory requirements or which do not affect the nature or quality of the service being delivered- and we will notify you if this is necessary.

3.4 If onsite training has been booked and the customer's venue is not deemed suitable and appropriate to run the course, the trainer has the right to refuse the training as it is the customer's responsibility to ensure their venue is appropriate. If this situation occurs there will be no refund issued, and the course fee remains payable and cannot be withheld by the customer. The venue requirements can be obtained from us, ALS Med Ltd, upon request by the customer.

3.5 In terms of the onsite training venue, the customer agrees to a suitable training room that is a clean and safe environment and provides adequate space for the number of people attending the course. The space provided should be safe and meet the HSE & First Aid Industry Body (FAIB) guidelines for work requirements. The appropriate training equipment can be set up and used to run the course this includes space for the trainer to set up a laptop, projector screen & projector if a large TV/Display screen with HDMI input isn't already available.

3.6 If an organisation or group booking requires their course to run over a non-business day (Saturday, Sunday, or a bank holiday) an additional fee will be charged for each day of £50 per course.

3.7 All registered charities are able to receive a **10% discount** off each course they book with ALS Med Ltd

3.8 ALS Med Ltd reserves the right to adjust any prices, venue, or changes of the trainer.

3.9 A delegate's name can be changed on the booking prior to the course date if, for any reason, the customer needs to change the delegate attending the course.

#### 4. PAYMENT & DEPOSIT

4.1 The fees for the Services are set out in the quotation and are on a time and material basis.

4.2 ALS Med require a non-refundable deposit to be paid within 3 days of accepting the quote for the course you have chosen to secure your booking. This deposit will be 20% of the overall charge and/or covering the cost of any E-Learning content as licenses will need to be purchased for your candidates to have access to the E-Learning portal. If the course is cancelled by You, then the deposit taken will be non-refundable.

4.3 The fees for the Services are set out in the quotation and are on a time and material basis. In addition to the fees, we can recover from you the following:

- a. reasonable incidental expenses, including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses.
- b. the cost of services provided by third parties and required by us for the performance of the Services (e.g. venue hire for large groups).
- c. the cost of any materials required for the provision of the Services.

4.4 Payments from all course bookings must be paid in full before the course start date, which will be the first day of the face-to-face training; this applies to open courses as well as courses at a customer's venue. ALS Med Ltd reserves the right to refuse admittance to the course until full payment has been received unless prior to the course, an agreement has been arranged between the customer and ALS Med Ltd.

4.5 ALS Med Ltd reserves the right to charge interest on late payments. Without limiting any other right we have for statutory interest, if a payment is not made in the period stated (by the due date on the invoice), we will charge interest at the rate of 20% per 7 calendar days from the time of the amount outstanding until the full payment is received.

4.6 Free quotations of pricing will be confirmed via e-mail by ALS Med Ltd. All quotations are valid for 14 days from the date on which the quote has been sent via the accounting system.

4.7 The customer must pay for any additional services provided by ALS Med Ltd that are not specified in the quotation in accordance with our then-current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provision of clause 4.3 also applies to these additional services.

4.8 Certificates will not be issued until full payment has been received unless a prior agreement has been arranged between ALS Med Ltd and the customer. This clause is stated in the invoice, in which when a course has been booked by a customer, they will receive an invoice which gives clear instructions to the customer on how to make payment.

4.9 ALS Med does not charge VAT.

4.10 Under this policy, you may cancel your purchase of the course within the period of 14 calendar days from the date on which the contract of purchase is concluded. This is called a "Cancellation Period".

If you decide to cancel your purchase of a course, it can be done in the following way:

By contacting ALS Med Ltd via e-mail. If you cancel the purchase of a course within 14 calendar days of the cooling-off period, as mentioned above, we will refund you for all payments made as a part of your purchase within 14 calendar days from the day we accept that you are entitled to a refund.

Note: for blended learning courses, if E-Learning has been sent out to candidates, then you will not be entitled to a refund covering the cost of the E-Learning, and a breakdown credit note will be sent to you detailing the prices. Once the licenses have been purchased, this will become non-refundable. Proof of purchase of the e-learning content can be provided upon request.

## 5. CANCELLATION OR TRANSFERS OF A COURSE BY CUSTOMER

Cancellations and transfers of a course by a customer will be charged at the following rates:

Notice Given	% of the fee charged
Over 28 days	0%
15 - 28 days	25%
1 - 14 days	50%
Cancellation on the day or no attendance	100%

## 6. CANCELLATION OR TRANSFERS OF A COURSE BY ALS MED LTD

In the event of a course cancellation or alteration of the dates or venue by ALS Med Ltd, bookings will be transferred to our next available course of the same value.

## 7. RESCHEDULING OF A COURSE

7.1 An organisation or individual can reschedule a course without charge, providing that ALS Med Ltd receives 7 working days' notice before the start of the original course date.

7.2 If, for any reason, an organisation or individual chooses to reschedule a course with less than 14 working days' notice, they will incur a charge of 25% of the original course booking fee.

## **8. ATTENDANCE**

8.1 Failure to attend a course for any reason is considered as a cancellation with no notice and the payment will be due in full (refer to clause 5).

8.2 If a learner arrives late to a course or is absent from any of the courses, ALS Med Ltd reserves the right to refuse to allow the individual to continue the training, and the payment will still be due in full (see clause 8.4).

8.3 Each learner must attend and complete all aspects of the course to qualify for certification.

8.4 ALS Med Ltd reserves the right to refuse admission to any individual who it considers to be unsuitable for any reason given.

## **9. SUITABILITY**

9.1 The customers have the responsibility of ensuring the course they have booked on to is suitable for the delegates attending. Even when a customer has liaised with an ALS Med Ltd employee and received course recommendations, the final decision on the course suitability is the customer's responsibility.

9.2 ALS Med Ltd has an Equality and Diversity Policy, which ensures that all delegates are treated fairly, as well as ensuring their needs and requirements are fully met.

9.3 To fully meet all delegates' needs and requirements, ALS Med Ltd should be informed in advance of the course so that any arrangements can be put into place to assist delegates in completing the course fully.

9.4 ALS Med Ltd is not able to supply any specialist equipment or personnel such as a translator- this is up to the learner to source and provide at their own cost.

9.5 All onsite and open courses are delivered only in the English language, and all learners must have sufficient fluency in written and spoken English in order to successfully complete the course. If a learner is unable to do so, the trainer will not allow them to participate in the course- full payment will still be required and no refund will be given.

9.6 Where English is not the first language, but delegates have a good understanding of the English language, ALS Med Ltd will endeavour to make all parts of the training easily interpreted and answer any queries regarding a misunderstanding in a part of the content.

## **10. THE AGE, FITNESS, AND NATURE OF LEARNERS**

10.1 All learners of a First Aid course must be able to meet the physical requirements of being a First Aider and completing the course which includes the following:

- a. All learners must be able to be physically able to participate in all practical elements and demonstrations on the course which involves things such as kneeling on the floor to demonstrate CPR; and
- b. Suitable clothing must be worn for the course due to each learner having to participate in the practical elements of the course, so clothing such as dresses will not be appropriate; and

c. Have good communication skills and have the necessary disposition needed to become a First Aider; and

d. Delegates need to be 14 years old or above.

10.2 Delegates who are not able to meet the requirements for the course will not be able to attend the course and become a First Aider.

### **10.3 REASONABLE ADJUSTMENTS**

10.3.1 ALS Med will make every effort to make reasonable adjustments where practicable to allow candidates to safely attend and pass their chosen First Aid Training Course.

10.3.2 If the learner has difficulty kneeling on the floor, they may practise with the manikin on a table or chair if it is safe to do so. In real life, the casualty is highly likely to fall to the floor, so the learner must demonstrate CPR and the safe use of an AED with the manikin on the floor at least once. Padding, such as a folded coat, may be provided to kneel on during the assessment. When using an AED trainer, the learner must perform the skill without assistance from a third party.

10.3.3 Arthritic wrists (among other conditions) can cause an inability for the learner to bend their wrists back. Alternative techniques are acceptable – the primary measure of success should be the ability to safely and effectively compress the chest at the correct depth and rate whilst applying pressure to the lower half of the sternum.

10.3.4 A Learner must perform CPR effectively and continuously for at least 2 minutes to be considered competent. This must include combining rescue breaths with chest compressions at the current recommended rate and ratio.

### **11. RE-CERTIFICATION**

11.1 By choosing to book with ALS Med Ltd you are agreeing to receive a reminder of your annual update and your re-certification (after 3 years).

11.2 It is the responsibility of the customer and those attending the course to bring with them a valid First Aid at Work certificate when attending a re-certification, with First Aiders having a period of up to 28 days in order to requalify.

11.3 If ALS Med Ltd has issued a customer with a certificate for a re-certification course and finds out later that the individual did not successfully complete the initial training, then the re-certification certificate will be invalid.

### **12. REPLACEMENT CERTIFICATES**

12.1 Replacement certificates can be requested at any time within the 3 years of a valid certificate following the completion of a course by providing ALS Med Ltd with your Name, Email Address, Course Attended, & Date of course.

12.2 A replacement certificate can be sent via e-mail as a PDF free of charge.

### **13. E-LEARNING AND BLENDED COURSES**

13.1 When booking a Blended Learning course, you will be required to cover the cost of the e-learning course up front (see clause 4.2), followed by covering the remainder of the course for you and/or your candidates when available. ALS Med Ltd will then require all email addresses of those signed up for the course, and we will then send out login details to those emails (a form will

be sent to you {individual or team manager} to fill out with candidate details). Should you require a change of name after login details have been sent out, then you should contact ALS Med Ltd, who will then discuss the best way forward. This may incur an extra charge for a new E-Learning profile; thus, make sure your emails are accurate and attending candidate details are final prior to paying.

13.2 For the Blended Courses delegates will need to have completed the online element of the course prior to the practical course day. If a delegate does not complete the online aspect, they will be unable to complete the practical day of the course. Full payment for the course must still be made, and no refund will be issued.

13.3 The E-Learning certificates are non-transferable.

## 14. LIABILITY

14.1 Our liability under these Terms and Conditions, and in breach of statutory duty, shall be limited as set out in this section.

14.2 Although ALS Med Ltd aims to deliver courses at venues that provide parking, ALS Med Ltd is not liable for any possible parking charges at any chosen venue.

14.3 We are not liable (whether caused by our employees, freelance trainers, or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions for the following:

- 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 services and how they will meet your needs or your use of the services or any goods supplied in connection with the services.

14.4 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 matters for which it would be unlawful to limit liability.

14.5 The total amount of our liability is limited and shall not exceed the sum of twice the price paid by the Customer for the Services.

14.6 The information provided by ALS Med Ltd, either on the website or any documentation provided, is for general information only and should not be treated as a substitute for medical advice given by a healthcare professional. Therefore, ALS Med Ltd is not responsible or liable for any actions taken by an individual based on this information.

## 15. COMPLAINTS & COMPLIMENTS

If a customer has a complaint about a service that has been provided by ALS Med Ltd, then the customer should contact the complaints manager at [complaints@med-als.com](mailto:complaints@med-als.com), detailing the concern in as much detail as possible.



Any compliments or praises for our staff or services provided can be sent in writing to [compliments@med-als.com](mailto:compliments@med-als.com)

Our complaint procedure can be found on our website at <https://med-als.com/terms-%26-conditions>

## 16. REFUNDS

16.1 Refunds may take up to 14 working days to be processed.

16.2 Refunds will be processed by the same payment method in which the original payment was made – unless an alternative arrangement has been made.

16.3 Refunds will be made in GBP (£) for the exact amount that was originally paid.

16.4 No refund will be issued to delegates who fail any course provided by ALS Med Ltd, or to those who do not attend a course for whatever reason (in line with clause 8).

## 17. DATA PROTECTION

17.1 When supplying the services to the customer, ALS Med Ltd may gain access to and acquire the ability to transfer, store, or process the personal data of the customer and those attending the course.

17.2 ALS Med Ltd will only process personal data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions.

17.3 All contact details that are supplied to ALS Med Ltd will not be passed on to any third party.

17.4 Further information about ALS Med Ltd.'s approach to data protection is specified in its Data Protection Policy, which can be found on the website and sent via e-mail on request. For any enquiries or complaints regarding data privacy, get in touch with a member of the team via e-mail ([info@med-als.com](mailto:info@med-als.com)) or telephone (0121 516 5118).

## 18. HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 The customer can request details of what personal information ALS Med Ltd holds about a customer, request that their data be deleted, and request that their data is not used for certain purposes – as set out by the Data Protection Act 2018.

18.2 If the customer would like to see what personal information ALS Med Ltd holds about the customer or make any changes then they should contact a member of the team (see clause 17.4 for contact details).

## 19. TERMINATION

19.1 ALS Med Ltd can terminate the provision of services immediately for the following reasons:

- a. Commit a material breach of your obligations under these terms and conditions; or
- b. Fail to make full payment by the given due date for payment; or
- c. Are or become or, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision of the relief of insolvent debtor.

19.2 ALS Med Ltd does not accept any liability for the consequences of the termination of the services.

19.3 The consequences of the termination arise without prejudice to the duties, rights, and liabilities of either party made prior to the termination of the service.

## 20. COPYRIGHT

20.1 'ALS Med Ltd' is the copyright owner of all course materials, with the exception of materials that are clearly published by a third party.

20.2 'ALS Med Ltd' copyright materials may only be used by a learner of a training course for their personal use.

## 21. GOVERNING LAW

These terms and conditions shall be governed by and interpreted in accordance with the law of England and Wales.

## 22. ACCEPTING THESE TERMS & CONDITIONS

22.1 By accepting your quote and invoice, which will be received via Xero Accounting System, you agree you have read, agree and will adhere to these Terms & Conditions.

22.2 These terms & conditions will be attached to your quote & final invoice for viewing when it is emailed to the relevant recipient.

**This has been approved & authorised by:**

**Name:** Alexander Blenkiron, Liam Ormsby  
**Position:** Managing Director, Managing Director  
**Date:** 17/02/2025