



Terms and Conditions For Businesses and Organisations

The following terms and conditions apply to all orders for the purchase of services from Life Skills First Aid and Safety Training.

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. “ Life Skills Training” means Life Skills First Aid and Safety Training. The postal address is 177 Tessall Lane, Birmingham, B31 5ED.
- c. “Contract” means these terms and conditions, the application form which is completed by the Customer and the booking confirmation issued by Life Skills Training to the Customer.
- d. “Course” means a first aid course, a mental wellbeing course or any similar course organised and run by Life Skills Training.
- 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 General Data Protection Regulation (Regulation (EU) 2016/697), Data Protection Act 2018, 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 a venue chosen by Life Skills Training, 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 Life Skills Training.

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 book 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 before the Course start date.
- c. Life Skills Training reserves the right to withhold certificates until full payment has been cleared.
- d. Life Skills Training currently does not charge VAT as their revenue does not reach the VAT threshold.

3. **Cancellations, Rescheduling and Substitution**

a. Cancellations by an Individual

- i. An Individual may cancel the booking of a place on a Scheduled Course within 14 calendar days of making the booking, starting on the day after the day on which the place on the Scheduled Course was booked.
- ii. An Individual may cancel a place on a Scheduled Course at any time up to 7 calendar days before the Course start date.
- iii. If an Individual cancels a booking under sub-clause 5(a) or sub-clause (b) above, Life Skills Training will refund the fee.

iv. 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 7 days of the date of cancellation, Life Skills Training will not refund the fee.

b. Transfer of Individuals on Scheduled Courses

i. If an Organisation books places for Individuals on a Scheduled Course it may transfer one or more Individuals from one Scheduled Course to another Scheduled Course, once, without incurring a charge, provided that Life Skills Training receives this request to transfer at least 10 working days before the initial Scheduled Course start date.

ii. If an Organisation requests the transfer of Individuals from one Scheduled Course to another Scheduled Course fewer than 10 working days before the start of the initial Scheduled Course the Organisation must pay for both Courses, unless the Individual is ill and the Organisation submits a medical certificate to Life Skills Training in respect of the ill Individual.

c. Details of persons attending Scheduled Courses

i. 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.

d. Rescheduling of Group Course

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

ii. 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% of the initial Group Course fee.

4. Course Timing and Booking Confirmation

a. Good time keeping throughout the Course is essential.

b. Life Skills Training 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 Life Skills Training by emailing info@lifeskillsfirstaid.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. Life Skills Training will post certificates and invoices to UK addresses. If a Customer requires additional copies, whether sent by post or email, the Customer may be required to pay an additional fee for these.
- g. If a Customer requires Life Skills Training to send documentation outside the UK, the Customer may be required to pay an additional fee.

5. Attendance

- a. Attendees must attend and complete all aspects of the Course to qualify for certification.
- 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.
- c. Attendees cannot bring children to the Course (eg because they could not get or have been left without childcare). If an Attendee arrives at a Course, Life Skills Training will refuse the Attendee to take part in the Course and no refund will be issued.

6. Meeting the needs of Attendees

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

- b. Life Skills 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.

7. 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.
- 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.

8. Re-certification

- a. It is the responsibility of the Customer to ensure that Attendees attending a first aid re-certification Course hold proof of a current (in date) first aid at work certificate which is valid for the duration of the re-certification Course being attended.
- b. If Life Skills Training 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.

9. Limitation of liability

- a. Except in respect of death or personal injury caused by the negligence of Life Skills Training, Life Skills 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.
- b. Life Skills Trainings 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 Life Skills Training for fraud.

10. 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 Life Skills Training 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 Life Skills Training only for the purpose of Course administration. Life Skills Training may disclose this personal data to a sub-processor, Nuco Training, (or any replacement organisation carrying out a similar task), which prints and posts paperwork such as invoices and certificates to Customers. Also 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. Life Skills Training 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. Life Skills 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.
- f. Life Skills Training shall not transmit personal data to a country or territory outside of the European Economic Area without ensuring that such data is afforded adequate protection as required by the DP Legislation.
- g. Life Skills Training shall notify the Customer as soon as possible and at least within 1 working day if Life Skills Training believes any breach or unauthorised disclosure of personal information has occurred.
- h. Life Skills Training shall destroy all personal data relating to the Contract, using a secure method when it is no longer needed for the Services.
- i. If Life Skills Training discloses personal data to a third party pursuant to clause 15(b) above, Life Skills 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 Legislation.
- j. Contact details supplied to Life Skills Training will not be passed on to third parties.

11. How to find out what personal information Life Skills Training holds about a Customer

- a. The Customer can request details of the personal information that Life Skills Training holds about the Customer under the Data Protection Act 2018.
- b. If the Customer would like a copy of the information that Life Skills Training holds about the Customer, or wants to update such information, the Customer should email info@lifeskillsfirstaid.co.uk.

12. Complaints

- a. If the Customer has any complaint about any of the services which Life Skills Training provides, the Customer should email Life Skills Training at info@lifeskillsfirstaid.co.uk.
- b. Life Skills Training will try and resolve the complaint as soon as possible.

13. Governing Law

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

14. COVID-19 specific terms and conditions

- a. If the trainer has any symptoms of COVID-19 the course will be postponed or cancelled (in line with cancellation terms above).
- b. If the course is cancelled by Life Skills Training due to COVID-19, the attendee will be offered a place on a future course or a full refund.
- c. Any attendee with symptoms of COVID-19 must not attend training session booked on. The customer must notify Life Skills Training by emailing info@lifeskillsfirstaid.co.uk. Life Skills First Training will endeavour to place the attendee onto a future course. A refund will not be issued if within 7 days of the course commencing.
- d. If the course is unable to take place due to the current government guidelines, Life Skills Training will contact the booker. The booker will be given the option to rearrange the training, or to receive a full refund.
- e. Attendees and Life Skills Training staff must adhere to COVID-19 government guidelines in place at the time and procedures put in place by Life Skills Training, relating to social distancing, face coverings, hygiene procedures for example.
- f. Life Skills Training has the right to refuse an attendee access to training, if the attendee displays any symptoms of COVID-19 on arrival to the course.
- g. Life Skills Training will adhere to government guidelines, regarding social distancing, face coverings and hygiene procedures prior and throughout the course. While carrying out these procedures, safety of the staff and customers are of the highest priority, with the procedures in place, although risks are greatly minimised, Life Skills Training can not guarantee that attendees are not able to contract COVID-19 and is not liable if this occurs.

- h. Life Skills Training will issue bookers a letter to be given to all attendees, stating what to expect during the course, in relation to COVID-19 procedures in place. It is expected that both Life Skills Training staff and attendees adhere to the procedure laid out. Failure to follow the procedures outlined may result in the attendee being refused to attend training, the attendee to be removed from training or for the course to stop completely. No refund will be issued to the booker if this occurs.
- i. After the course, if a member of staff of Life Skills Training or an attendee has symptoms of or has contracted COVID-19, Life Skills Training must be notified. We will contact everyone that may have had contact with this person, to enable the government guidelines to be followed, in relation to self isolation and tests to be carried out.
- j. Where training is carried out at a venue supplied by the booker, the booker is responsible for ensuring the training facilities meet the government guidelines to ensure training can be carried out safely. The booker must also fill in the venue checklist provided and return to Life Skills Training, prior to a booking being confirmed.
- k. If the trainer feels the training facilities do not meet the requirements in the venue checklist filled out by the booker or set out by government guidelines, then training will not take place. The booker will not receive a full refund as the terms and conditions will have been breached. If an alternative date can be rearranged, once the training facilities meet the standards agreed in the venue checklist, then Life Skills Training will work with the booker to accomplish this. An additional charge of £150 per training day will be charged for the trainers time and expenses.

Life Skills First Aid & Safety Training

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