Every Second Counts
First Aid & Safety Training
Training together - Saving lives

SILVER CENTRE ProTrainings.uk APPROVED CENTRE #91233

INSTRUCTOR OF THE YEAR AWARD 2025

TRAINING TERMS & CONDITIONS

1. Bookings, Invoicing & Payments

1.1 Bookings & Confirmation: Course bookings may be made via telephone, email, our website booking form, or in writing. All bookings will be confirmed in writing.

1.2 Invoicing & Payment Terms: Where a course is booked more than one month in advance, an invoice will be issued during the month prior to the scheduled course date. Full payment is required no later than 7 days prior to the delivery of any course.

1.3 Withholding of Certificates & Future Bookings: Course certificates will not be issued or dispatched until all outstanding fees have been paid in full. If a client has an overdue or unpaid balance from a previous booking, Every Second Counts First Aid & Safety Training reserves the right to suspend or cancel any subsequent bookings and apply the appropriate cancellation fees under Section 3.

1.4 Late Payment, Interest & Debt Recovery Costs: Under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2002 and 2013), Every Second Counts First Aid & Safety Training reserves the right to claim statutory interest, fixed-sum compensation, and reasonable recovery costs on overdue commercial invoices:

- **Statutory Interest:** Charged at 8% per annum above the Bank of England base rate on any invoiced amount remaining unpaid past its due date (or after 30 days where no earlier date is agreed).
- **Fixed Debt Recovery Fee:** In addition to statutory interest, a fixed compensation fee will be added per overdue invoice in accordance with statutory limits based on the size of the debt:

Overdue Invoice Amount	Statutory Fixed Recovery Fee
Up to £999.99	**£40.00**
£1,000.00 to £9,999.99	**£70.00**
£10,000.00 or more	**£100.00**

- **Additional Recovery Costs:** Where the reasonable costs incurred in recovering an overdue debt (such as third-party debt collection agency fees or legal costs) exceed the fixed compensation sum above, Every Second Counts First Aid & Safety Training reserves the right to recover the difference from the client.

2. Course Delivery, Venue & Delegate Requirements

2.1 Mandatory Full Attendance & Punctuality: To comply with the requirements of the Health and Safety Executive (HSE) and other relevant awarding/regulatory bodies for statutory certification, delegates must attend all course sessions for their full scheduled duration. Delegates arriving late to a session or returning late from scheduled breaks may be refused entry by the trainer if statutory guided learning hours cannot be met; in such instances, no refund or free transfer will be provided.

2.2 Blended Courses (Online e-Learning, Substitutions & Completion): For all blended training courses (including Blended First Aid at Work, Blended Paediatric First Aid, and associated ProTrainings blended modules):

- **Mandatory Online Completion:** The online e-learning theory portion (Part 1) must be completed in full prior to attending the classroom practical session (Part 2).
- **Admission to Practical:** Delegates must provide proof of online theory completion upon arrival at the classroom session. Every Second Counts First Aid & Safety Training reserves the right to refuse entry or participation to any delegate who has not completed the prerequisite e-learning module, and no refund or rescheduling will be offered for that session.
- **Delegate Substitutions on Blended Courses:** Because e-learning licences are registered individually, a booked delegate on a blended course may only be substituted prior to the practical session if the replacement delegate has also completed the prerequisite online e-learning module in full beforehand (which may incur an additional e-learning licence fee). Once an online e-learning module has been accessed by a learner, the licence is non-refundable.
- **Completion Requirements & Timeframes:** Delegates must complete both the online theory and the classroom practical session within the specific completion timeframes stipulated by the relevant regulatory or awarding body governing their sector (such as HSE, Ofsted, GDC, CQC, etc.). Failure to complete within the required regulatory timeframe will result in course expiry, requiring re-booking at full cost.
- **Assessment & Progression:** Successful certification requires both the verified completion of the online theory and the satisfactory demonstration of practical skills and digital/written assessments during the classroom session.

2.3 Re-qualification Course Prerequisites: Delegates attending the 2-day First Aid at Work (FAW) Re-qualification course must present a valid First Aid at Work certificate at the start of the course. To be eligible, the existing certificate must have been issued by an accredited HSE/approved training provider and must not have expired by more than 28 days on the first day of the re-qualification course.

2.4 Delegate Eligibility, Clothing & Conduct: Delegates attending regulated workplace first aid courses must be at least 16 years of age (or 14+ with prior parental/guardian consent for non-regulated courses) and should wear comfortable, practical clothing suitable for floor-based CPR and recovery position exercises. Courses are delivered in English. Any delegate who behaves in an unruly, disruptive, or abusive manner towards trainers, staff, or other delegates during a course will be required to leave the premises immediately, will forfeit their course fee in full, and will lose their right to certification.

2.5 Assessments & Re-assessment: Course fees cover tuition and standard course assessment, and do not guarantee a pass. Where a delegate fails to meet the required practical or theoretical assessment standards, any subsequent re-assessment or re-attendance will be charged at the applicable rate.

2.6 Client Venue & Facilities: Where training is delivered at a client-provided venue or workplace, the client is responsible for ensuring that the room/facility is safe, adequately lit, ventilated, heated, of sufficient size to accommodate the maximum of 12 delegates per course, and compliant with current Health and Safety standards. Tables are not a requirement, but seats at a comfortable height must be provided for delegates attending. The client must also provide adequate access for trainers to set up equipment prior to the course start time. Every Second Counts First Aid & Safety Training reserves the right to suspend or cancel training without refund if the venue is deemed unsuitable or unsafe by the instructor.

2.7 Delegate Health, Fitness & Reasonable Adjustments: First aid training involves a moderate level of physical activity, including kneeling and performing chest compressions on the floor. It is the responsibility of the client and/or individual delegates to ensure that delegates are physically fit and capable of participating in these practical exercises. Clients must notify Every Second Counts First Aid & Safety Training prior to the course of any specific medical conditions, injuries, or accessibility needs. Every Second Counts First Aid & Safety Training accepts no liability for injuries sustained during training resulting from undisclosed medical conditions or failure to follow instructor safety guidelines. Where a delegate cannot meet standard qualification assessment criteria due to a health or fitness condition and a trainer applies a reasonable adjustment during the course, a formal Reasonable Adjustment Request Form must be submitted to the relevant awarding body for final approval before any qualification certificate can be issued.

3. Cancellations & Postponements by the Client

3.1 Standard Cancellation Fees: Cancellations made prior to a course are subject to the following charges:

- **Less than 7 days' notice before the course date:** 50% of the total invoice amount.
- **On the day of the course (or non-attendance):** 100% of the total invoice amount.

3.2 Open Courses & Non-Attendance: The cancellation fees set out in Clause 3.1 apply equally to bookings for open courses. The full invoice fee remains payable if a delegate fails to attend an open course without having notified Every Second Counts First Aid & Safety Training prior to the course commencing.

3.3 Consumer Cooling-Off Period (Individual Bookings): Where a booking is made by an individual consumer (rather than a business or organisation) online or by telephone, a statutory 14-day cooling-off period applies under the Consumer Contracts Regulations, unless the consumer requests that training or digital e-learning commences within that 14-day period, in which case the right to cancel is waived once services begin.

3.4 Postponements: A booked course may be postponed free of charge up to a maximum of two (2) times. Any further postponements beyond this limit will incur the standard cancellation fees outlined in Clause 3.1.

4. Changes & Cancellations by Every Second Counts

4.1 Course Capacity & Minimum Numbers: All training courses have a maximum capacity of 12 delegates per course to ensure optimal learning and practical safety. Every Second Counts First Aid & Safety Training also reserves the right to cancel any course if delegate numbers are insufficient to run a viable session. In such instances, an alternative course date will normally be offered.

4.2 Trainer Availability & Schedule Changes: Every Second Counts First Aid & Safety Training reserves the right to substitute a trainer or amend the training date if an assigned trainer becomes unavailable at short notice. In this rare event, we will make every effort to provide a suitably qualified alternative trainer or rearrange the course for a mutually convenient date, and will notify the client as early as possible. Every Second Counts First Aid & Safety Training accepts no liability for any costs or losses incurred by the client as a result of such changes.

5. Liability, Data Protection & General Terms

5.1 Limitation of Liability: To the maximum extent permitted by law, the total aggregate liability of Every Second Counts First Aid & Safety Training to the client for any claim arising out of or in connection with these terms or the provision of training shall be limited to the total fees actually paid by the client for the specific course in question.

5.2 Force Majeure: Every Second Counts First Aid & Safety Training shall not be liable for any failure or delay in performing its obligations under these terms if such failure results from events, circumstances, or causes beyond its reasonable control (including, but not limited to, acts of God, extreme weather, utility failures, pandemics, transport strikes, or severe illness of the trainer). In such cases, Every Second Counts First Aid & Safety Training will use reasonable endeavours to reschedule the course at the earliest mutually convenient date.

5.3 Intellectual Property Rights: All training materials, handouts, presentations, manuals, branding, and digital e-learning content provided by Every Second Counts First Aid & Safety Training (including ProTrainings-associated material where applicable) remain the intellectual property of Every Second Counts First Aid & Safety Training or its licensors. Clients and delegates are granted a non-exclusive, non-transferable licence to use materials solely for personal learning during the course. No part of any training material may be copied, reproduced, distributed, or resold without prior written consent.

5.4 Data Protection (UK GDPR): Delegate personal data collected on the day of training or during online enrolment is processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 solely for the purposes of course administration, awarding body registration, statutory certification, and issuing qualification refresher/renewal reminders.

5.5 Governing Law & Jurisdiction: These Terms & Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.