

Booking Terms and Conditions

By booking a course placement at the Centre for Health Education (the 'Centre'), Delegates acknowledge and agree to be bound by the terms and conditions in this document.

1. PRE-COURSE ISSUES

1.1. Eligibility

- 1.1.1. The Delegate is responsible for ensuring that they meet the eligibility criteria before applying and paying for a course. If a Delegate was not eligible yet still applied, their placement shall be cancelled and a full refund [less any costs already incurred by the Centre on the Delegate's behalf (e.g. issuance of the course manual, booking of accommodation etc.) and an administration charge of £25] shall be reimbursed to the Delegate.
- 1.1.2. If a Delegate has provided information that is later found to be untrue, their placement shall be cancelled and a full refund [less any costs already incurred by the Centre on the Delegate's behalf (e.g. issuance of the course manual, booking of accommodation etc.) and an administration charge of £25] shall be reimbursed to the Delegate.

1.2. Booking a course placement.

- 1.2.1. Bookings may be made via telephone or online. However, telephone bookings shall only be permitted at the discretion of the Centre and shall only be valid if they are supported by e-mail confirmation of acceptance of the Terms and Conditions of Booking.
- 1.2.2. No placement shall be secured until a complete application form and the required booking fees have been received and approved by the Centre.

1.3. Processing and securing a course placement.

- 1.3.1. The Delegate accepts that it may take up to five working days for any payment to clear, during which it may be possible for any last spaces on a course to be taken by another Delegate.
- 1.3.2. The Delegate accepts that, until their application is fully processed by the Centre for Health Education, it may be possible for any last spaces on a course to be taken by another Delegate.
- 1.3.3. Until an application form is submitted correctly (i.e. with no missing details on the form) and payment has fully cleared, an application will not be considered (in the queue) for consideration of placement on a Delegate's chosen course. The Centre for Health Education shall accept no responsibility if a course had spaces available at the time of a Delegate's application but, by the time the Delegate provided any missing details on their application form or by the time they were ready to make payment, the course had subsequently become full. Delegates are advised to not proceed with booking travel or accommodation until they receive acknowledgement from the Centre for Health Education that their application and payment have been approved. If the Delegate does book travel or accommodation, and the Centre for Health Education is subsequently unable to offer them a placement, the Centre for Health Education can accept no responsibility for loss of funds in relation to the Delegate's booked travel or accommodation.

1.4. Cooling off period.

The 24-hour period immediately after payment has been submitted by a Delegate is known as the 'Cooling Off Period'. During the Cooling Off Period, a Delegate may change their booking at no additional cost. If a Delegate cancels during the Cooling Off Period, a full refund of all monies paid by the Delegate shall be issued by the Centre for Health Education without any question or objection. The Cooling Off Period shall apply to all bookings made more than 3 months before a course date. The Cooling Off Period shall not apply to short notice bookings (i.e. those made 3 calendar months or earlier before the applicable course date).

1.5. Fees and charges.

- 1.5.1. The booking fee for a course shall comprise the 'Course Fee' plus an 'Administrative Charge' (£25). Any course manual postage & packaging, accommodation or subsistence costs are separate from the booking fee.
- 1.5.2. After the 'Cooling Off Period', the administrative charge is non-refundable regardless of any authorised transfers or cancellations.
- 1.5.3. Postage and packaging (P&P) for delivery of the course manual may vary depending on the destination where the manual is to be shipped.
- 1.5.4. The pre-course preparation materials, if they have already been issued to the Delegate, shall be deducted from the course fee in the event of any refund being issued to the Delegate.

1.6. Card payments.

All online/telephone card payments shall be processed by WorldPay. Card payments may take up to five working days to reach the Centre for Health Education. Delegates recognise and accept that the Centre for Health Education shall be in no way responsible for failure of WorldPay services for reasons that are out-with the Centre for Health Education's control.

- 1.7. Third party payments.** Where Delegates rely on a third party (e.g. their employer) to make a payment, the Delegate shall be responsible for liaising with the third party to ensure it has made the payment. The Centre for Health Education shall assume no responsibility for delay or failure of the third party to pay on behalf of the Delegate.
- 1.8. Invoices.** The Centre for Health Education shall raise an invoice upon written request by the Delegate or their duly appointed representative. The onus shall be on the Delegate to ensure that any third party representative has made such an invoice request. The Centre for Health Education accepts no responsibility for any payment delay as a result of failure or delay in requesting of invoices.
- 1.9. Receipts.** All card payments shall generate an 'Electronic Receipt' (issued by WorldPay), e-mailed to the Delegate's designated e-mail address.

1.10. Transfers

- 1.10.1.** Delegates may be moved from their original course date to an alternative course date on a 'like for like' basis (e.g. an ALS course placement moved to another ALS course). This shall be known as a 'Transfer'.
- 1.10.2.** Transfers are on a non-recurring basis. Only one transfer is permitted per initial booking. Once a transfer is complete, the new course placement becomes fixed (i.e. no further amendments/transfers, cancellations or refunds are permitted).
- 1.10.3. Transfers requested by Delegates.**
- 1.10.3.1.** Transfer requests must state the date of the future course to which the Delegate wishes to be transferred. Such transfer requests shall only be valid if the new course chosen by the Delegate has available capacity. If the Delegate's chosen date is invalid or has insufficient capacity, the Centre for Health Education reserves the right to decline the transfer or offer the Course Fees in the form of Booking Credits. A valid date must be chosen before the date of the original course. If a valid date is not chosen prior to the original course date, the transfer request shall be deemed null and void.
- 1.10.3.2.** Transfer requests must be made in writing prior to the original booked course date. Valid transfer requests shall only be honoured by the Centre for Health Education subject to a replacement Delegate being found and a transfer charge being paid.
- 1.10.3.3.** The onus is on the Delegate to inform the Centre for Health Education with ample notice, leaving sufficient time to agree upon a valid date with the Centre for Health Education. The Centre for Health Education accepts no responsibility for failure or inability to choose a valid date or submit a valid Transfer request within the above prescribed time lines.
- 1.10.4. Transfers offered by the Centre for Health Education.** If the Centre for Health Education is unable to accommodate a Delegate on a course, for any reason (e.g. course is postponed), the Centre for Health Education reserves the right to transfer the Delegate to the next available course that has spare capacity or offer the Delegate the course fee as the Centre for Health Education Booking Credits, at the Centre for Health Education's sole discretion.

1.11. Switching

- 1.11.1.** Delegates may be moved from their original course type to a different course type (i.e. not on a 'like for like' basis, e.g. an e-ALS course placement moved to an ALS course). This shall be known as a 'Switch'.
- 1.11.2.** Switching requests must be made in writing to the Centre for Health Education. An e-mail shall suffice but shall only be considered a valid request if the Switching request originates from the same e-mail address registered by the Delegate at the time of booking.
- 1.11.3.** Switching shall incur a Switching administrative charge (£25).
- 1.11.4.** When Switching to a lower priced course, Delegates shall be refunded the difference less the Switching administrative charge.
- 1.11.5.** When Switching to a higher priced course, Delegates shall be required to pay the difference plus the Switching administrative charge.
- 1.11.6.** Switching requests shall be honoured (subject to availability of capacity on the chosen alternative course) only if a replacement Delegate may be found to fill the vacant slot on the original course date.
- 1.12. Standby lists.** Delegates who have a confirmed placement on a Centre for Health Education course may request a 'Standby' placement for an earlier course date (on a course that was full at the time of Delegate's original booking).
- 1.12.1.** The Standby date must be chosen by the Delegate at the time of the original booking, in order to be valid.
- 1.12.2.** If a space subsequently becomes available on the Delegate's chosen Standby course, the Delegate shall be transferred from their original course date to the Standby course date at no additional charge.
- 1.12.3.** Once a Delegate has been transferred from their original course date to the standby course date, the new course date becomes fixed (i.e. no further amendments/transfers, cancellations or refunds are permitted).

1.13. Cancellations.

- 1.13.1.** At all times, the Centre for Health Education reserves the right to cancel or postpone a course, if it deems it necessary. If the Centre for Health Education should cancel a course, it will always notify the Delegate in writing. Delegates shall not assume a course has been cancelled without first checking with the Centre for Health Education. In the event that the Centre for Health Education should cancel a course, the Centre for Health Education reserves the right to offer the Delegate a transfer or refund at the Centre for Health Education's sole discretion. Exceptionally, the Centre for Health Education reserves the right to offer alternative means of remuneration or compensation, if a transfer or refund is not possible. If the Centre for Health Education has not cancelled a course, and the Delegate fail to attend, it will be marked as a 'no show' and all fees paid shall be forfeit.
- 1.13.2.** Delegates wishing to cancel their booking must make their request in writing to the Centre for Health Education. An e-mail shall suffice but shall only be considered a valid request if the cancellation notification originates from the same e-mail address registered by the Delegate at the time of booking.
- 1.13.3.** Cancellation requests that are approved by the Centre for Health Education shall only be eligible for a refund of the course fee in the form of the Booking Credits if a replacement Delegate can be found to take up the vacant slot on the original course. The amount refunded shall equate to the course fee (i.e. booking fee minus administrative charge) less the cost of any pre-course materials that have already been issued.

1.14. Refunds.

- 1.14.1.** Monetary refunds, from the date of authorisation by the Centre for Health Education, shall be processed within 30 working days.
- 1.14.2.** Booking Credits.
- 1.14.2.1.** Refunds in the form of the Centre for Health Education Booking Credits may be used by the Delegate to book a fresh Centre for Health Education course (the date of the fresh Centre for Health Education course must be within one calendar year from the date of the original booking).
- 1.14.2.2.** After one calendar year, the Booking Credits shall expire. Delegates are advised to utilise their Booking Credits as soon as possible as course prices may fluctuate or, indeed, increase. Should that situation prevail, if the Booking Credits do not cover the new (higher) course price, the Delegate shall require to pay the difference before being able to secure a placement on the course.
- 1.14.2.3.** The onus shall be on the Delegate to choose a fresh Centre for Health Education course in a timely manner. If a Delegate delays in choosing a fresh Centre for Health Education course date such that no capacity remains on any course within the one-year time limit, the Centre for Health Education shall in no way accept responsibility for this. In such an event, the Booking Credits shall naturally expire when the one-year time limit is breached.

1.15. Course manual issues.

- 1.15.1.** The Centre for Health Education shall post manuals to the personal address provided by the Delegate on their course booking form. Delegates are responsible for notifying the Centre for Health Education of any address changes prior to the course manual being issued.
- 1.15.2.** By booking a course placement, Delegates acknowledge and accept the risks of postal delays or risk of failure of delivery as a result of the postal service or courier service. In doing so, Delegates absolve the Centre for Health Education of any responsibility for such delay or failure to receive course correspondence or course materials. The Delegate agrees to bear the cost associated with reissuance of such correspondence or materials.
- 1.15.3.** If the Centre for Health Education receives confirmation of a completed delivery (from the courier service used to deliver the course manual), the Centre for Health Education's responsibility for issuance of the course manual shall be deemed to have been fulfilled.

- 1.16. Awarding Body issues.** The Delegate acknowledges and accepts the risks of delivery delays or failure of receipt of pre-course learning materials/access as a result of the Awarding Body (e.g. their website may be undergoing maintenance). In doing so, the Delegate absolves the Centre for Health Education of any responsibility for such delay or failure to receive pre-course learning materials/access. In matters pertaining to e-learning, the Delegate is responsible for contacting the host of the e-learning website. The Centre for Health Education shall assume no responsibility for failure of the e-learning website.

- 1.17. Pre-course access.** The Centre for Health Education shall strive to ensure that Delegates receive pre-course access to learning materials in a timely manner, as per course regulations. Should the Delegate not receive their pre-course learning materials on time, the Delegate shall be responsible for notifying the Centre for Health Education and taking the necessary steps to rectify the issue.

- 1.18. Pre-course learning.** The Delegate is responsible for completion of all pre-course learning prior to attendance at the face-to-face (F2F) component of the course, in accordance with course regulations. Where a course has a pre-course online component of the course, it is recommended that these are completed at least 2 working days

before the F2F in order to allow sufficient time for the course administration team to prepare and set up the course. Failure to complete the pre-course online component may result in the Delegate not being allowed to obtain a F2F completion certificate even if they subsequently complete the online component at a later date. No refunds shall be given if a Delegate fails to complete the pre-course online component in time for the relevant course.

- 1.19. Very short notice applications.** Delegates acknowledge and accept that pre-course learning materials shall not be issued by the Centre for Health Education until the application and payment have been fully processed and, consequently, they will have limited preparation time if they apply for a course at very short notice. The Centre for Health Education accepts no responsibility for such short notice applications and any impact such short notice may have on a Delegate's preparation, performance or course outcome.

2. IN-COURSE ISSUES

- 2.1. Issues impacting on course participation.** Delegates are responsible for bringing any issues (that may impact on their ability to take part in the course in the conventional or prescribed manner) to the attention of the administration team and/or Course Director **before** booking a course placement. If Delegates fail to do so prior to making their booking, and subsequently find that their participation in the course has been adversely impacted upon as a result of such issues, the Centre for Health Education shall accept no responsibility for such impact and no refunds or transfers shall be issued by the Centre for Health Education to compensate for such impact.

2.2. Attendance.

- 2.2.1.** Delegates are responsible for attending all sessions during a course in a timely manner, as directed by the course administration or directorial team. Delegates acknowledge and accept that failure to attend in a timely manner on their part may result in an 'incomplete' or 'fail' outcome to their course (subject to the relevant course's regulations). No refunds or transfers shall be issued by the Centre for Health Education in such an event. If a Delegate either refuses to or is unable to take part in a teaching session for any reason, this should be brought to the attention of the Course Director. The Course Director will try, where possible, to resolve the issue. If, however, this is not possible the Centre for Health Education may not be able to accept responsibility for the issue or its impact on the Delegate's course certification/completion. It is therefore recommended that Delegates bring such matters to the attention of the course administrator before booking the course as all course fees, once paid, are subject to the cancellation policy outlined in this document.

3. POST-COURSE ISSUES

- 3.1. Post-course placements.** Delegates who require a future course placement in order to complete elements of a course (e.g. to undertake a 3rd ALS CAS test or to attend missed teaching sessions in the case of an 'incomplete' APLS course), the responsibility for organising such placements shall lie solely with the Delegate. At no point shall the Centre for Health Education be responsible for ensuring such placements. Communication of the outcome of any post-course placements also lie with the Delegate. The Centre for Health Education reserves the right to verify such outcomes with the supporting centre where the Delegate undertook their post-course placement before notifying the accrediting body of the Delegate's placement outcome.
- 3.2. Certification.** Delegates acknowledge & accept that the Centre for Health Education is not responsible for issuance of certificates of successful completion, and that this right lies solely with the accrediting body. Delegates shall be responsible for contacting the accrediting body if they have any difficulties in obtaining their certificate.
- 3.3. Instructorship nominations.** Any nominations for instructorship shall be undertaken by the faculty in accordance with course regulations. Instructorship nominations are made on an invitation basis only and may not be demanded by Delegates. Delegates shall respect and accept the decision of the teaching faculty in such matters as final.

4. GENERAL ISSUES

- 4.1. Intellectual Property.** All materials obtained by, issued to or accessed by Delegates as a result of their participation in a Centre for Health Education educational activity (e.g. lecture notes) are for their personal use only and shall at all times remain the sole property of the Centre for Health Education except where the materials are acknowledged by the Centre for Health Education to originate from an authorised third party source (e.g. an Awarding Body). Delegates agree not to record, copy, reproduce, cite, distribute, publish, display, modify, create derivative works, transmit, or in any way exploit any such materials without the express written permission of the Centre for Health Education. Furthermore, Delegates agree to not distribute any part of such materials over any network, including a local area network, sell or offer it for sale, or use such materials to construct any kind of database. Breach of this clause shall automatically invalidate any bookings made by the Delegate and the Delegate shall immediately

forfeit any monies paid. Furthermore, breach of this clause may result in prosecution of the Delegate to the full extent of the law.

- 4.2. Communications.** The Centre for Health Education shall assume no responsibility for failure of arrival of communications that it sends to Delegates, e.g. via e-mail or post, for reasons out-with their control (e.g. Delegate's e-mail server filters the e-mail out into SPAM and the Delegate is not aware of the e-mail).
- 4.3. Legal entity.** The Centre for Health Education shall be recognised and accepted by the Delegate as the trading name of Training Consultancy Services Limited, the parent legal entity, for the purposes of legal identity and legal rights pertaining to its activities. Training Consultancy Services Limited reserves the right to outsource part or all of its operations to third party organisations at its discretion (e.g. WorldPay for handling card payments). If Training Consultancy Services Limited does outsource any part of a course's operations, these Booking Terms and Conditions shall remain valid as if Training Consultancy Services Limited had directly handled those operational matters.
- 4.4. Force Majeure.**
- 4.4.1.** Force Majeure shall be defined as an extraordinary event or circumstance which is beyond the control of either the Delegate or the Centre for Health Education, and is recognised by both parties as such.
- 4.4.2.** In the event of a Force Majeure, both the Delegate and the Centre for Health Education shall be relieved of their obligations as outlined in these Booking Terms and Conditions. Any monies paid by the Delegate to the Centre for Health Education shall be refunded by the Centre for Health Education (less any costs incurred by the Centre for Health Education on behalf of the Delegate, e.g. course manual or accommodation costs etc.) within 12 months of the date of the Delegate's invoking of this Force Majeure clause. The Centre for Health Education shall be absolved of any responsibility for any monies lost by the Delegate in any other matter (e.g. travel or accommodation booking).
- 4.4.3.** The following situations outline the circumstances that shall be recognised and accepted by both parties (Delegate and Centre for Health Education) as a Force Majeure for the purposes of these Booking Terms and Conditions. Either party (Delegate or Centre for Health Education) may invoke Clause 4.4 of this document by writing to the other party, should any of these situations prevail. However, the notification by either party must be within 7 calendar days of the Force Majeure event and be supported by evidence of the causal link between the Force Majeure and the inability of the claimant party to perform their obligations under these Booking Terms and Conditions.
- 4.4.3.1. Bereavement.** This shall be considered a Force Majeure event if the deceased is a direct, first degree relative of the Delegate (father, mother, brother, sister, son or daughter).
- 4.4.3.2. Accidents and injuries.** This shall be considered a Force Majeure event if the accident or injury has arisen as a result of a third party being at fault. An example would be a car accident where the third party has caused the accident.
- 4.4.3.3. Public health emergency.** This shall be considered a Force Majeure event if the severity is such that the Scottish Government imposes restrictions that either prevent the Centre for Health Education from running a course or prohibit Delegates from travelling to the Centre for Health Education venue to attend a course. As these Booking Terms and Conditions (i.e. this document) are governed by the Laws of Scotland, any Delegate applying or travelling from an area that is not under the jurisdiction of the Laws of Scotland shall be deemed to be out with the remit of protection conferred by these Booking Terms and Conditions and, as such, the Force Majeure clauses within this document shall not apply to them.
- 4.4.3.4. Pregnancy.** This shall be considered a Force Majeure event if the Delegate has a medical certificate issued by their named doctor (e.g. GP or hospital consultant under whom they were treated) evidencing that the state of pregnancy would have precluded their attendance at the course. In the case of a pregnant Delegate delivering prior to or during the date of a course, this shall also be considered a Force Majeure.
- 4.4.4.** For the avoidance of doubt, the following situations outline circumstances that shall not be recognised as a Force Majeure for the purposes of these Booking Terms and Conditions.
- 4.4.4.1.** Personal ill-health.
- 4.4.4.2.** COVID-19 contact, unless the Scottish Government rules preclude attendance as outlined in Clause 4.4.3.3 or the Centre for Health Education refuses admittance of a Delegate to their booked course on the grounds of the Delegate being coronavirus positive. In the case of the latter, the Centre for Health Education reserves the right to request evidence of the Delegate being coronavirus positive. The coronavirus pandemic is a known pre-existing event at the time of booking. It is a reality of life in the United Kingdom (and, indeed, for most parts of the world). Delegates acknowledge and accept that the coronavirus pandemic is therefore no longer considered a Force Majeure as it is a known event prior to booking. By making a booking, therefore, Delegates accept the risks that the coronavirus pandemic may bring to their booking (e.g. if circumstances should change because

the Delegate is recalled to their workplace and the Delegate is unable to come to the centre). The Centre for Health Education, for its part, can accept no responsibility for any such impact of the coronavirus pandemic, be that a change of circumstances on the part of the Delegate or otherwise (unless Clause 4.4.3.3. is relevant & invoked). Delegates are therefore responsible for considering very carefully such risks before deciding to book a course placement. If they should choose to book nonetheless, they do so in full acknowledgement of the uncertainty created by the coronavirus pandemic and accept the consequent risks to their booking.

4.5. Complaints and concerns.

- 4.5.1.** Any issues of concern (including complaints) about a course (booking, attendance etc.) shall, in the first instance, be raised by the Delegate in writing to the Centre for Health Education Administrator. If the matter cannot be solved to mutual satisfaction, the issue may then be escalated to the Centre Manager.
- 4.5.2.** Any issues of concern (including complaints) about application of course regulations, shall in the first instance be raised by the Delegate in writing to the Course Co-ordinator or Course Administrator. If the matter cannot be resolved by the Course Co-ordinator or Administration, the issue may be escalated to the Course Director. In such an event, if the Course Director is unable to resolve the concern, the issue may then be escalated to the Centre Manager and (failing that) to the accrediting body. If the accrediting body is unable to resolve the dispute, the matter may be resolved through legal means.
- 4.5.3.** Any issues of concern (including complaints) about the Centre for Health Education itself shall, in the first instance, be raised by the Delegate in writing to the Centre for Health Education Manager. If the matter cannot be solved to mutual satisfaction, the issue may then be escalated to the Centre for Health Education Director. If the Centre Director is unable to resolve the dispute, the matter may be resolved through legal means. In all matters of dispute, the Laws of Scotland shall prevail.