

Booking Terms and Conditions

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

1. DEFINITIONS

ALS	Advanced Life Support
CAS	Cardiac Arrest Simulation
CD	Course Director: the person authorised by the Centre or Awarding Body to operationally lead a course.
Centre	The Centre for Health Education.
Delegate	An individual who participates in a course.
e-ALS	e-Learning enhanced ALS course
e-ILS	e-Learning enhanced ILS course
ILS	Immediate Life Support
Short notice	Less than 30 days prior to a course.
Standby	The act of waiting to be added to a course that is full, in the event that a seat becomes available.
Transfer	The act of moving from one course to another.
P&P	Postage and packaging.

2. PRE-COURSE ISSUES

2.1. Eligibility

- 2.1.1. The Delegate is responsible for ensuring that they are eligible to attend a course, both from a course regulations point of view as well as any relevant third-party requirements (e.g. their own employer's study leave rules etc.). If a Delegate applies for a course when the course regulations deem them ineligible, their booking shall automatically be cancelled and any fees paid shall be forfeit.
- 2.1.2. If a Delegate has provided information that is later found to be untrue, their booking shall automatically be cancelled and any fees paid shall be forfeit.

2.2. Processing and securing a course placement.

- 2.2.1. The Delegate accepts that it may take a variable length of time for their booking payment to clear, during which it may be possible for any last spaces on a course to be taken by another Delegate.
- 2.2.2. 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 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 their payment had cleared, the course had subsequently become full. Delegates are advised to not proceed with booking travel or accommodation until they receive acknowledgement from the Centre that their application has been approved and payment has cleared. If the Delegate does book travel or accommodation, and the Centre is subsequently unable to offer them a placement, the Centre can accept no responsibility for loss of funds in relation to the Delegate's booked travel, accommodation or other expenses incurred by the Delegate.
- 2.2.3. Commencement of Processing. All bookings that are made 30 days or more before a course date will be processed after 24 hours have elapsed from the payment date/time, to allow for the Cooling Off Period, and the payment has cleared. All short notice bookings (made with less than 30 days' notice prior to a course date) shall be processed once the payment has cleared.

2.3. Cooling off period.

- 2.3.1. There shall be no Cooling Off Period for short notice bookings (which is defined as 'bookings made less than 30 days before a course'). **Short notice bookings are non-refundable and non-transferrable at all times.**
- 2.3.2. For all bookings made 30 days or more before a course, there shall be a 'Cooling Off Period' during which the Delegate may cancel (and receive a full refund) or request a transfer to a later course (free of charge). The Cooling Off Period for such Delegates shall be the 24-hour period immediately after their submission of a booking form and payment. For the avoidance of doubt, the Cooling Off Period shall end exactly 24 hours after the date and time shown on the automated e-mail receipt generated by WorldPay. Beyond the Cooling Off Period, the standard cancellation policy and transfer policy outlined in this document shall apply.

2.4. Fees and charges.

2.4.1. The Booking Fee shall cover the cost of the course and associated learning materials. Any course manual postage & packaging (P&P), accommodation or subsistence costs are separate from the Booking Fee.

2.4.2. P&P costs vary depending on the destination where the requested item (e.g. course manual) is to be sent.

2.5. Card payments. All online/telephone card payments shall be processed by WorldPay. Card payments may take a variable length of time to reach the Centre (e.g. due to public holidays etc.). Delegates accept that the Centre shall be in no way responsible for failure of WorldPay services for reasons that are out-with the Centre's control.

2.6. Acceptable methods of payment.

2.6.1. For individual bookings, only online card payments via WorldPay shall be accepted by the Centre. At all times, the Delegate shall be responsible for checking and ensuring that a payment has been successfully made. The Centre shall assume no responsibility for delay or failure of a payment made by a Delegate.

2.6.2. For corporate bookings, the payment method must be discussed with the Centre prior to making payment.

2.7. Receipts. All card payments shall generate an 'Electronic Receipt' (issued by WorldPay), e-mailed to the Delegate's designated e-mail address. Any additional receipts required by the Delegate must be requested in writing (via e-mail will suffice). The Centre shall endeavour to provide any such additional receipt upon request.

2.8. Transfers

2.8.1. Transfers offered by the Centre. At all times, if the Centre is unable to honour a Delegate's booking for any reason (e.g. loss of faculty resulting in the course having to be cancelled), the Centre reserves the right to either transfer the Delegate to the next course that has spare capacity or offer the Delegate a full refund (less the cost of any materials already issued), at the Centre's sole discretion. Delegates must respond to any offer of a transfer by the deadline specified in the e-mail offer. Failure to do so shall automatically render the offer null and void and the refund process shall be initiated.

2.8.2. Transfers requested by Delegates.

2.8.2.1. No transfers shall be permitted for short notice bookings (defined as 'bookings made less than 30 days before a course'). **Short notice bookings are non-refundable and non-transferrable at all times.**

2.8.2.2. For all bookings made 30 days or more before a course, a free transfer is permitted if the transfer request is made by the Delegate to the Centre in writing (via e-mail will suffice) within the Cooling Off Period. Beyond the Cooling Off Period, no transfers are permitted – only cancellations are possible (see the relevant cancellation clauses within this document).

2.8.2.3. By making a Transfer request, the Delegate is indicating to the Centre that the original booking is not acceptable from the Delegate's point of view. Therefore, no placement shall be secured for the Delegate on the original course date booked (and the seat that they originally booked shall be available for other individuals to book). Rather, the Delegate's booking shall be 'paused' until the Transfer issue can be addressed and, if the Transfer issue cannot be addressed, the booking shall be automatically cancelled as per Cooling Off Period rules.

2.8.2.4. 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 there is no capacity on the requested course, no further course dates shall be offered or discussed. Rather, the original booking shall be automatically cancelled.

2.8.2.5. Transfer requests must be made in writing (an e-mail will suffice, but the onus is on the Delegate to check and ensure that their e-mail has reached the Centre – the Centre can accept no responsibility for e-mail/server/ICT failures or firewalls etc.).

2.8.2.6. If a transfer is requested within the Cooling Off Period, it must be to a **later** course date. Transfers to earlier course dates are not permitted. Delegates must request transfers on a 'like for like' basis (e.g. an ALS course placement moved to another ALS course) or an 'equivalent certificate' basis from the same Awarding Body (e.g. an ALS course placement moved to an e-ALS course, or an ILS course placement to an e-ILS course etc.). If a Delegate requests transfer to another course of a lower monetary value, the difference in cost shall be reimbursed by the Centre less an administration fee of £25. If a Delegate requests transfer to another course of a higher monetary value, the difference in cost must be paid by the Delegate to Centre in addition to an administration fee of £25 (within the 24 hour Cooling Off Period) before the transfer request may be considered as valid by the Centre.

2.8.3. 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 are permitted).

2.9. Standby lists.

There are only two scenarios in which a Delegate may be considered for a course placement on a 'Standby' basis.

2.9.1. Individuals who had a confirmed seat but their seat was subsequently cancelled due to unforeseen circumstances (e.g. reduction in a course size due to loss of faculty), if they have completed all their pre-course preparation, may be placed on Standby which means if another course participant withdraws at short notice, their seat may be offered to the standby Delegate to take up at short notice.

2.9.2. A Standby request will be considered for those who have a confirmed seat but have expressed preference for a seat on an earlier course which had no capacity at the time of their original booking.

2.9.2.1. Only those whose original booked course is more than 30 days away are eligible to make Standby requests. No requests shall be considered from those who book a seat with less than 30 days' notice.

2.9.2.2. Such Standby requests **MUST** be made in writing (an e-mail will suffice) within the Cooling Off Period in order to be a valid request.

2.9.3. There are special rules that apply to all Standby placements:

2.9.3.1. An exact course date must be agreed with the Delegate at the time of the Standby request/offer, in order for the request/offer to be valid.

2.9.3.2. If another course participant withdraws at short notice (from the earlier preferred course), their seat may be offered to the Standby Delegate to take up at short notice. The Standby Delegate must respond to the offer by the deadline specified in the e-mail offer in order to take up the vacant seat. Failure to do so in a timely manner shall render the offer null and void. **Standby seats will only be offered to Delegates who have already completed their pre-course learning/preparation requirements by the time a seat becomes vacant/available.**

2.9.3.3. It is important to note that an offer of a Standby seat vacancy is not a guaranteed offer. It is subject to the 'first come, first served' principle. Such vacant seats are offered to ALL Delegates who are on the Standby list for that particular course and are allocated to whoever responds to the offer first.

2.9.3.4. Once a Standby seat is taken up by a Delegate, their original booking placement is no longer linked to the Delegate's record (i.e. it is available for others to book). The Delegate's new seat on the earlier course becomes their fixed placement and the standard cancellation rules shall apply to the timeline for that new earlier course seat/date (e.g. 'no refunds if cancelled with less than 30 days' notice prior to this new seat's course date').

2.9.3.5. Standby placements are allocated at no additional charge.

2.10. Cancellations.

2.10.1. Cancellations requested by Delegates.

2.10.1.1. Cancellation requests may be made at any time prior to a course but shall be subject to the refund policy outlined in this document.

2.10.1.2. Cancellation requests must be made in writing (an e-mail will suffice, but the Delegate is responsible for checking that their e-mail has reached the Centre – the Centre can accept no responsibility for e-mail/server/ICT issues etc.). An e-mailed cancellation request shall only be considered as valid if it originates from the same e-mail address registered by the Delegate at the time of booking.

2.10.2. Cancellations made by the Centre.

2.10.2.1. At all times, the Centre reserves the right to cancel or postpone a course or an individual participant's seat, if it deems it necessary (e.g. loss of faculty resulting in cancelling or reducing the size of a course)

2.10.2.2. If the Centre should cancel a course or an individual's seat on a course, it will always notify the Delegate in writing. Delegates shall not assume a course or their seat has been cancelled without first checking with the Centre.

2.10.2.3. In the event that the Centre should cancel a course or an individual's seat on a course, the Centre reserves the right to offer the Delegate a transfer or refund at the Centre sole discretion. Exceptionally, the Centre reserves the right to offer alternative means of remuneration or compensation, if a transfer or refund is not possible. If the Centre has not cancelled a course, and the Delegate fails to attend, it will be marked as a 'no show' and all fees paid shall be forfeit.

2.11. Refunds.

2.11.1. All monetary refunds shall be processed within 30 working days from the date of approval by the Centre.

2.11.2. Booking Refunds. How much is refunded of an individuals' Booking Fees shall depend on the timing of the cancellation of the individual's seat. It should be borne in mind that the Booking Fee refers only to the cost of the course and associated learning materials. It does not include P&P or accommodation payments.

2.11.2.1. No refund shall be given if a seat is cancelled with less than 30 days' notice prior to the course date.

2.11.2.2. If a cancellation request is received more than 30 days prior to a course date, the amount refunded shall be tiered as follows:

Timing of the Cancellation request	Refund Amount
30 days or more before the course	
• During the Cooling Off Period (Up to 24h from the date/time of payment)	100% refund of any monies paid
• Beyond the Cooling Off Period (> 24h from the date/time of payment)	
o 90 days or more	90% refund of any monies paid*
o 60 days or more	60% refund of any monies paid*
o 30 days or more	30% refund of any monies paid*
Less than 30 days before the course	
• At all times	No refund

** Less the cost of any materials already issued by the Centre*

2.11.3. Accommodation Refunds. Accommodation fees are non-refundable at all times, except in two situations: if the Centre is unable to provide accommodation for any reason OR if the Delegate requests cancellation of their accommodation during the Cooling Off Period (this option does not exist for short notice bookings).

2.12. Course manual issues.

2.12.1. The Centre shall post manuals to the personal address provided by the Delegate on their booking form. Delegates are responsible for notifying the Centre of any address changes prior to the manual being issued.

2.12.2. 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 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.

2.12.3. If the Centre receives confirmation of a completed delivery (from the courier service used to deliver the manual), the Centre's responsibility for issuance of the course manual shall be deemed to have been fulfilled.

2.13. 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 of any responsibility for such delay or failure to receive pre-course learning materials/access or failure of the Awarding Body's website. In matters pertaining to e-learning, the Delegate is responsible for contacting the host of the relevant e-learning website.

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

2.15. 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.

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

3. IN-COURSE ISSUES

3.1. 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 Centre 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 shall accept no responsibility for such impact and no refunds or transfers shall be issued by the Centre to compensate for such impact.

3.2. Attendance.

- 3.2.1.** 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 do so on their part may result in an 'incomplete' or 'fail' course outcome (subject to the relevant course's regulations). No refunds or transfers shall be possible 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 CD. The CD will try, where possible, to resolve the issue. If, however, this is not possible the Centre may not be able to accept responsibility for the issue or its impact on the Delegate's course certification/completion. It is thus recommended that Delegates bring such matters to the attention of the course administrator before booking the course as all fees, once paid, are subject to the cancellation policy outlined in this document.

4. POST-COURSE ISSUES

- 4.1. 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 retest 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. The Centre reserves the right to verify the original course outcome with the supporting centre where the Delegate undertook their previous course placement before offering the Delegate any placement.
- 4.2. Certification.** In the case of accredited courses, Delegates acknowledge & accept that the Centre is not responsible for issuance of certificates of successful completion, and that this right lies solely with the Awarding Body. Delegates shall be responsible for contacting the Awarding Body for all matters regarding such certificates.
- 4.3. 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.

5. GENERAL ISSUES

- 5.1. Intellectual Property.** All materials obtained by, issued to or accessed by Delegates as a result of their participation in a Centre educational activity (e.g. notes) are for their personal use only and shall at all times remain the sole property of the Centre except where the materials are acknowledged by the Centre 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. 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.
- 5.2. Communications.** The Centre 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).
- 5.3. Legal entity.** The Centre shall be recognised and accepted by the Delegate as the trading name of Training Consultancy Services Limited, the Parent Body, for the purposes of legal identity and legal rights pertaining to its activities. Training Consultancy Services Limited (TCS) reserves the right to outsource any or all of its operations to third party organisations at its discretion (e.g. WorldPay for handling card payments). In the event of such outsourcing, these Terms and Conditions shall remain valid as if TCS had directly handled those operational matters.
- 5.4. Force Majeure.**
- 5.4.1.** Force Majeure shall be defined as specific events or circumstances where there is no forewarning and is not caused by either the Delegate or the Centre, and is recognised by both parties as such.
- 5.4.2.** In the event of a Force Majeure, both the Delegate and the Centre shall be relieved of their obligations as outlined in this document. Any monies paid by the Delegate to the Centre shall be refunded by the Centre (less any costs incurred by the Centre 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 shall bear no responsibility for any monies lost by the Delegate through any third party (e.g. travel booking).
- 5.4.3.** The following situations outline the circumstances that shall be recognised and accepted by both parties (Delegate and Centre) as a Force Majeure for the purposes of these Booking Terms and Conditions. Either party (Delegate or Centre) may invoke Clause 5.4 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.

- 5.4.3.1. 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).
- 5.4.3.2. 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.
- 5.4.3.3. 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 from running a course or prohibit Delegates from travelling to the Centre to attend a course. As these Booking Terms and Conditions within 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.
- 5.4.3.4. 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 a course, this shall also be considered a Force Majeure.
- 5.4.3.5. Ill health.** 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 ill health would have precluded their attendance at the course.
- 5.4.3.6. Withdrawals mid-course.** If a Delegate decides to withdraw on the grounds of ill health (in the middle of the live face-to-face component of a course), this shall also be accepted as a Force Majeure if the Delegate is subsequently able to present to the Centre a medical certificate issued by their named doctor (e.g. GP or hospital consultant under whom they were treated) evidencing that the state of ill health would have precluded their attendance at the course. The decision to withdraw is solely the Delegate's to make. The Centre and the teaching Faculty (including the Course Director) cannot make this decision for the Delegate nor can they accept responsibility for such a decision.
- 5.4.4.** 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.
- 5.4.4.1.** Contact cases in regards to transmissible infectious diseases (e.g. COVID-19), unless there are specific public health restrictions in place imposed by the Scottish Government, in regards to that particular infection.
- 5.4.4.2.** The coronavirus pandemic is a known pre-existing event at the time of writing of these Terms and Conditions. It is a reality of life in Scotland (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 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. Delegates are therefore responsible for considering very carefully such risks before deciding to book a course placement. If they should book nonetheless, they do so in full acknowledgement of the uncertainty created by the coronavirus pandemic and accept the consequent risks to their booking.
- 5.5. Complaints and concerns.**
- 5.5.1.** 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 Administrator. If the matter cannot be resolved to mutual satisfaction, the issue may then be escalated to the Centre Manager.
- 5.5.2.** 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 Administrator, 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.
- 5.5.3.** Any issues of concern (including complaints) about the Centre itself shall, in the first instance, be raised by the Delegate in writing to the Centre Manager. If the matter cannot be solved to mutual satisfaction, the issue may then be escalated to the Centre 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.