

Terms and Conditions for First Aid Courses booked through First Aid for Life, Onlinefirstaid.com or FirstAidforPets.net

1. Summary of key terms

First Aid Courses	First Aid courses can be practical, blended (online and practical) or delivered through Zoom or some other means.
Payment	Payment should be made at least 2 weeks in advance for bespoke courses and at the time of booking your place, for scheduled dates. All payment should be received in advance of the training course.
Cancellation	<p>First Aid for Life reserves the right to cancel dates or alter services but will endeavour to give as much notice as possible. First Aid for Life will try and transfer the booking to the next mutually convenient date or supply the course in an alternative way. First Aid for Life is not liable for any other costs other than the cost of the course, should they need to cancel. If a booking is cancelled by the client the following conditions apply:</p> <p>More than 14 days notice 100% refund</p> <p>7-14 days notice 50% refund</p> <p>0-7 days notice No refund</p> <p>Individuals booking on scheduled courses can transfer to an alternative date without charge up to 2 weeks prior to the course date. You can also transfer your place to another suitable person within 2 weeks (but please let us know). If you need to cancel or re-arrange your training between 1 and 2 weeks in advance of the training, you will be charged 50% of the course fee. For changes of less than a week, if you fail to attend a course or arrive later than 15 minutes and are therefore unable to be admitted, the full course fee remains payable.</p>
Health and Safety	In the case of courses involving physical skills (BLS), it is the employer's and attendee's responsibility to ensure that candidates are free from any condition which would affect their capability, and

	<p>that they have the aptitude to cope with an intensive course of study and the physical nature of the course. If Reasonable Adjustment is needed for any students for language, educational support or any physical, mental or emotional reason, it is essential that we are informed in advance of the course. (We do welcome candidates with disabilities for training, but it remains the employer's responsibility to ensure that they are appropriately supported in their workplace). If there are any issues or concerns around someone's suitability to undertake the practical aspects of the course, please contact us in advance of the course. It is usually possible to make reasonable adjustment and certificate accordingly. If the course is to be held in your own premises, please ensure that there is sufficient space for the lesson to be conducted, bearing in mind practical demonstration and participation is required. If you are unsure, please contact us for guidance. Should the venue prove to be unsuitable or unsafe, we reserve the right to refuse to proceed with the training. We will not be liable for any costs or refunds should we be unable to proceed as a result of your failings.</p> <p>Candidates should wear suitable clothing (ideally not skirts or dresses) to allow for the practical nature of this training.</p>
Liability	<p>All training and guidance given by 'First Aid for Life' and onlinefirstaid.com follows guidelines provided by the appropriate councils. Information given is to the best of our knowledge, up to date and evidence based, 'First Aid for Life' cannot accept any responsibility for misinterpretation of the guidance given. 'First Aid for Life' always advises if someone is at all concerned, they should seek medical guidance. The information provided during the course, on our websites or any documentation provided is for general information only and should not be treated as a substitute for medical guidance given by a doctor or any other health professional. 'First Aid for Life' and onlinefirstaid.com is not responsible or liable for any diagnosis made or actions taken by a user based on this information.</p>
Safeguarding	<p>We take the safeguarding of those we train and our trainers extremely seriously. Please ensure you have read and agree to our safeguarding policy before booking onto one of our courses. It is</p>

	signposted on our website or our office can supply you with a copy. It is vital that you take responsibility for ensuring we are appropriately briefed as to any specific safeguarding concerns and that you agree the proposed course content is suitable and appropriate for those we are teaching.
Poaching of trainers	You are engaging our trainer through First Aid for Life and all but emergency contact should be made through the First Aid for Life Office team – emma@firstaidforlife.org.uk . We take it very seriously if clients attempt to poach our trainers, contact them directly or ask them to quote for further work without going through First Aid for Life, and we will take further action. If you have enjoyed your course and would like to have that particular trainer for future courses, please let us know and we will do our best to arrange this.

2. Application of terms and conditions

2.1. These terms and conditions (“Terms”) apply to the booking of first aid courses or courses (“Course”) operated by First Aid for Life Limited Partnership (“we” or “us”). By registering to be a participant in our Course, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

2.2. The agreement is between us and you, the person or entity registering to be a participant in the Course (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the Course and shall continue until terminated in accordance with these Terms.

2.3. When purchasing, the order process will be as follows:

2.3.1. You will book through our website via TicketTailor or Eventbrite, through onlinefirstaid.com or through the office team, paying by invoice.

2.3.2. if you are paying by PayPal, you will be re-directed to the PayPal website for you to make payment and then once payment is made, you will be re-directed back to our site;

2.3.3. we will send you an email acknowledging your order and confirming whether we have accepted your order.

2.3.4. If at any stage you have made an error in your order, you may email us at emma@firstaidforlife.org.uk to correct any errors.

2.4. If you are purchasing online, you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.

2.5. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website www.firstaidforlife.org.uk and www.onlinefirstaid.com ("site")).

2.6. Any content posted or submitted by you to our site or in our forum or any contribution on group sessions in the course of the Course is subject at all times to the Acceptable Use Policy.

2.7. Where you are a corporate entity, "you" as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

3. Course content

3.1. The course will be provided as practical, blended or online training according to what was agreed and booked. Most certificates are valid for 3 years.

3.2. The course outlines are available for guidance as to what will be covered. They are usually emailed to you but are also available on our site www.firstaidforlife.org.uk.

3.3. The materials we deliver as part of the Course do not in any way constitute advice or recommendations. We are providing training and guidance only. We are not able to advise you on your individual circumstances.

3.4. **Translation disclaimer:** If you choose to translate my course into another language you do so entirely at your own risk and we shall have no ability whatsoever for any failings in that translation or for any loss, damage, injury or can other liability that you may sustain as a result of such translation.

4. Medical disclaimer:

4.1 The following disclaimer applies to all guidance offered from FirstAidforLife.org.uk, onlinefirstaid.com, FirstAidforPets.net and StaySafe.Support on any related sites, social media, emails or publications.

4.2 Any information or guidance we provide is not a substitute for the consultation, diagnosis, and/or medical treatment of your doctor or healthcare provider.

4.3 You must not rely on any information or guidance we provide you with as an alternative to medical guidance from your doctor or healthcare provide and we expressly disclaim all responsibility, and shall have no liability, for any damages, loss, injury, or liability whatsoever suffered by you or any third party as a result of your reliance on any information or guidance we provide you with.

4.4 If you have any specific questions or concerns about any medical matter, you should consult your doctor or healthcare provider as soon as possible

4.5 If you think you, someone else, or an animal may be suffering from any medical condition, you should seek immediate medical attention from your healthcare provider. Do not delay seeking medical guidance, disregard medical guidance or discontinue medical treatment because of information or guidance we provide you with.

4.6 First Aid for Pets: If during the provision of our services there is any incident that affects the wellness or health of your dog or cat (or any other dog or cat), you agree that unless caused by our negligence, you will be liable for such incident and you will make a claim under your insurance policy. You acknowledge that in such circumstances, unless caused directly or indirectly by our negligence, we shall have no liability whatsoever. Nothing in this disclaimer shall limit or exclude our liability for matters that we cannot limit or exclude by law.

4.7 Nothing in this disclaimer will limit or exclude any liability that may not be limited or excluded by applicable law.

5.0 Practical, in-person Training Sessions

5.1 If you can't attend a scheduled first aid course, providing you have given us sufficient notice, we shall endeavour to try to reschedule such session or help you to attend another course, but if we are not able to do so, we shall not be obliged to refund you any amounts paid in relation to such sessions that you have not attended. If you are unable to attend a course you have booked we require a full 14 days' notice in order to provide a full refund, or book you onto another course without charge. However, providing you contact us in advance, you are able to transfer your place to another suitable individual. For Bespoke, Group courses we require a full 14 days' notice to try and reschedule your course.

5.2 The Practical Sessions (or any other in person session as part of the Course) may be held in third party venues such as hotel meeting rooms and you agree to comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). We will require you to leave if you do not comply with such policies and rules (and shall not be obliged to refund you any amounts paid in relation to such session).

5.3 You are responsible for your own belongings that you take to an in-person session and neither we nor the venue will be liable for any loss, damage, theft or destruction of any of your belongings.

5.4 You agree to indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a venue as part of the Course.

5.5 Group sessions shall start and end at the scheduled times regardless of the time that you join the session. If you are late for a group session, the session will not be extended, and we shall not be obliged to refund you any amounts in relation to such session. If you are more than 15 minutes late for a practical course, we reserve the right to refuse admission. For regulated courses our Regulator stipulates that there needs to be 100% attendance, we are therefore unable to admit you if you are late. If admission is refused, we shall not be obliged to refund you any amounts related to such sessions.

5.6 You may not under any circumstances engage, employ or otherwise deal with any of our trainers, employees, agents (or any companies or organisations that they are associated with other than us) for the duration of this agreement and for a period of 12 months after the termination of this agreement and if you do so in breach of this agreement you shall pay us a finders-fee of 50% of the Course Fee.

6.Sessions and cancellation

6.1 We shall provide such number of training sessions to such Employees as is specified on our invoice or as agreed in our proposal or email communications between us.

6.2 Where Sessions are held in third party venues, you agree to procure that the Employee shall comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). You acknowledge that the Employee will be required to leave the venue if he or she does not comply with such policies and rules (and we shall not be obliged to refund you any amounts paid in relation to such Session).

6.3 Where Sessions are held at your venue, you agree to procure that all facilities reasonably requested by us are available at the requested time and date and you acknowledge that if such facilities are not provided adequately by the requested time and date we may be unable to provide the Session, in which case the amount payable for such Session shall remain due and payable. You further agree to ensure that your venue complies with all Health & Safety legislation and otherwise any applicable laws and regulations and shall indemnify us in relation to the same.

6.4 You acknowledge that each Employee is responsible for his or her belongings taken to a Session and that neither we nor any third-party venue will be liable for any loss, damage, theft or destruction of any of such belongings.

6.5 You agree to indemnify us and keep us indemnified against any claim, costs, charges, expenses, fines, demands, fees (including reasonable professional fees) or any other liability that we suffer arising out of the actions or inactions of an Employee in relation to the Services provided pursuant to this Agreement.

6.6 We may cancel a Session on at least 24 hours' notice to you, or at any time in the event of circumstances outside of our control. If we cancel a Session, no fee shall be payable for such Session, and we will re-schedule the Session at the earliest mutually convenient time. A fee shall be payable for such rescheduled Session.

7. ONLINE CONTENT AND SESSIONS

7.1 The online sessions of the Course are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Course but in the event that such content (or any content added by you or other participants in the Course) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.

7.2 You agree to keep user details, any access urls or codes and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account.

7.3 Any digital materials included in the Course require the following hardware and software and other functional requirements in order to be fully used: computer, laptop, tablet or smartphone.

7.4 Any digital materials included in the Course have the following technical protection measures: Access will expire after 12 months.

8. GOODS

8.1 Where we are providing goods or products (such as books, face shields or first aid kits) ("Products") as part of the Course, the following terms and conditions of this paragraph 8 shall apply.

8.2 Any photographs of the Products on our site are for illustration purposes only.

8.3 The delivery charges for the Products are as set out on our site from time to time.

8.4 Your order will be fulfilled by our distributor on the estimated delivery date set out in their confirmation email or as described on their site, unless there is an event outside of their control. If they, or we are unable to meet the estimated delivery date because of an event outside our control, we will endeavour to contact you with a revised estimated delivery date.

8.5 Delivery will be completed when we deliver the Products to the address you gave us when you placed the order and the Products will be your responsibility from the completion of delivery.

8.6 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. [Return delivery will be at your expense.]

8.7 You own the Products once we have received payment in full for the Course, including all applicable delivery charges.

9. PAYMENT

9.1 The total price payable for the Course is as set out in the summary of key terms above.

9.2 Payment is to be made by any method that is detailed on our site.

9.3 Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 4% above the base rate of the Bank of England from time to time in force and/or (ii) suspend the availability of the Course until such time as payment is made or the Contract is terminated.

9.4 The total price payable as set out in the summary of key terms is exclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary. Our practical first aid training is VAT exempt, Our online courses are subject to VAT.

9.5 You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Course.

9.6 All payments are non-refundable other than as set out in paragraph [10.5 and 12.2] below.

9.7 The price of any Course will be as quoted on our site from time to time, except in cases of obvious error.

9.8 Payment for all Courses must be by such method of payment as is specified on our website. If you choose to pay by PayPal, you must have a valid PayPal account in order to purchase a Course.

9.9 The charges for the Services are as set out in email correspondence between us.

9.10 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in email correspondence between us.

9.11 For Services where fees are payable in one single payment, we will invoice you for the fixed price in advance.

9.12 the charges payable for the Services shall be calculated in accordance with our standard fee rates in force at that time;

- 9.13 You must pay each of our invoices in full, and in cleared funds by the payment method specified on the invoice, within 7 days of the date of the invoice and in advance of the course.
- 9.14 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may:
- 9.15 charge interest on the sum due from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Business, accruing on a daily basis and being compounded quarterly until payment is made (whether before or after any court judgment) and you shall pay the interest immediately on our demand; and suspend all Services until payment has been made in full.

10. OUR OBLIGATIONS

- 10.1 We warrant to you that the Course and Course materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the Course is supplied.
- 10.2 Other than as set out in paragraph 10.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of our training courses and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.
- 10.3 We will endeavour to ensure that all information that we provide is accurate and up to date, but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.
- 10.4 You acknowledge that in the course of the Course you may have access to other Course participants confidential information, and you agree not to use or disclose to any third party such confidential information. This restriction does not apply to:
- (a) any use or disclosure authorised by you or required by law.
 - (b) any use or disclosure which you consider necessary or advisable in order to prevent illegal acts or harm to others; or
 - (c) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
- 10.5 [If you are buying as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying the Course as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, you may cancel the Contract within 14 days of the date of you registering for the Course by emailing us at emma@firstaidforlife.org.uk stating your clear intention to cancel or by using the form of cancellation annexed to this agreement at Annex

1. If we receive such email within 14 days of the date of you registering for the Course, we shall provide you with a full refund of the amount paid by you up to such date, within 14 days of the day on which we received your valid notice of cancellation and usually by the method originally used by you to pay for your purchase.
- 10.6 If you are purchasing in a business capacity the above cancellation policy is not applicable.
- 10.7 You hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed. If you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 10.8 You agree that we may begin the supply of digital content not on a tangible medium before the end of the cancellation period set out in paragraph 10.4 and you acknowledge that you will lose your cancellation rights in relation to such digital content.
- 10.9 You acknowledge that your personal data will be processed by and on behalf of us as part of us providing the Course to you in accordance with our Privacy Notice that you can view at <https://firstaidforlife.org.uk/privacy-policy-2/>.

11. INTELLECTUAL PROPERTY

- 11.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Course and all content within the Course and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Course or the content of the Course to you or to any other person.
- 11.2 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials (or any of the ideas and concepts created by us and contained in the content or materials) contained in the Course.
- 11.3 We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Course for the purposes for which the Course was provided only.
- 11.4 Except as set out in paragraph 11.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.
- 11.5 You may not without our prior written consent make any audio or visual recordings of any part of our Course.

- 11.6 We may from time to time record the Course being delivered or take photos during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.
- 11.7 You are not permitted to sell or promote products or services to other participants in the Course at or during any part of our Course without our prior written permission. You shall not contact any participants of the Course other than in relation to progressing within the Course.
- 11.8 Except for in an emergency, you are not permitted to contact our trainers directly. We take the poaching of our trainers extremely seriously. All contact for future courses should be made through First Aid for Life and we will do our best to provide the requested trainer if at all possible.
- 11.9 You agree to keep confidential any sensitive information learned from other attendees on the course.
- 11.10 The provisions of this paragraph shall survive termination of the Contract.

12. TERM AND TERMINATION

- 12.1 The Contract shall continue until the end of the Course when the Contract shall expire other than for the Terms that are specifically stated to remain in force. [For the avoidance of doubt, the license granted in paragraph 11.3 shall terminate automatically on termination or expiry of the Contract.]
- 12.2 Either of us may terminate the Contract if the other is in material breach of any of these Terms.
- 12.3 We may terminate the Contract immediately (without any liability to provide any refund to you) if we reasonably feel that you or your team are not participating fully in the group sessions, that you are disrupting the group sessions or for any other reason where we reasonably feel that your presence is adversely impacting on the group sessions.
- 12.4 On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under the Contract.
- 12.5 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of either of us as at the date of termination, including the right to claim in respect of any breach of the Contract which existed at or before the date of termination.
- 12.6 Notwithstanding the provisions of paragraph 12.1, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:
- (a) The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

- (b) The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or
- (c) The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially averse to the interests of the terminating party.

- 12.6 On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).
- 12.7 Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.
- 12.8 Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.
- 12.9 This paragraph 12 shall survive termination of the Contract.
- 12.10 Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 12 and all other paragraphs that refer to “termination”.
- 12.11 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of either of us as at the date of termination, including the right to claim in respect of any breach of the Contract which existed at or before the date of termination.
- 12.12 Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of the Contract, including the following clauses: clause 11 (Confidential Information), this clause 12, clause 13 (Limitation on liability) and clause **Error! Reference source not found.**4 (General, Governing law and jurisdiction).

13. LIABILITY

- 13.1 Nothing in this paragraph 13 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

- 13.2 We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Course.
- 13.3 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Course.
- 13.4 Any claims to be brought under or arising out of the Contract must be brought within 6 months of the date of the event giving rise to the claim.
- 13.5 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control (including our illness or incapacity or that of any member of the team involved in providing the Course), we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 13.6 We may make changes (and shall not be liable for any additional costs incurred by you or for any other liability incurred by you as a result of changes) in (i) the Course, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) the delivery mode of the sessions (for example changing an in person session to an online session) (vi) trainers, instructors or coaches.
- 13.7 The provisions of this paragraph 13 shall survive termination of the Contract.
- 13.8 You acknowledge and agree that:
- (a) The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Course (which shall be deemed to have been terminated by mutual consent);
 - (b) in entering into the Contract, you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Course other than as expressly set out in the Contract.

14. GENERAL

- 14.1 By registering for our course or course you warrant that:
- (a) You are legally capable of entering into binding contracts; and

- (b) You are at least 18 years old; and
 - (c) if you are outside the UK, that you will abide by UK Law.
 - (d) That all information you provide us with is materially true and accurate at all times and not misleading in any way.
- 14.2 You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 14.3 We may vary these Terms (other than the price payable by you for the Course) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Course will be deemed to be your acceptance of any new Terms. [Where there has been a material change to the Terms, if you do not wish to accept the new Terms and provide us with written notice of this within 7 days of our email to you setting out the changes to the terms, the Contract will terminate immediately without further notice and we will refund to you a pro rata amount of any sums paid by you for the Course in advance, for sessions that you are no longer able to take due to such termination.]
- 14.4 The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract. However, if you are unable to attend a practical course, please contact us immediately and it may be permitted for you to re-allocate your place to another suitable attendee.
- 14.5 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.
- 14.6 If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.
- 14.7 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

- 14.8 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.9 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 14.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 14.11 We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 14.12 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

ANNEX 1

MODEL CANCELLATION FORM

To **First Aid for Life, 74 Ramsden Road, Balham SW12 8QZ** emma@firstaidforlife.org.uk

I/we* hereby give notice that I/we* cancel my/our* contract of sale for the supply of the following services:

.....

Ordered on

Name of consumer

Address of consumer

Signature of consumer

Date

[* delete as appropriate]