



## TERMS AND CONDITIONS

In these terms and conditions of trading, ACTIVE means Active First Aid Training, The Old Stables, Snowdon Street, Llanberis, Gwynedd, LL55 4HE. The Client means the person(s), Company or Organisation to whom the services of Active First Aid Training are provided.

**1. FEES.** Fees are valid for 30 days from date of quotation. On receipt of a booking Active will confirm in writing/email the agreed fee(s) with the client. Invoices will be raised on receipt of the booking form or completion of the services ordered.

ACTIVE reserves the right to withhold certificates until all outstanding fees have been paid.

**Fees are payable in full no later than 30 days from date of invoice. ACTIVE understands and will exercise its statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms.**

Fees for In-house training (i.e. at the chosen venue of the Client) are quoted per course with a minimum of 4 and maximum of 12 delegates per course. All course fees include the cost of ACTIVE administration, documentation, use of equipment, all course notes, use of training materials and certification.

Fees for In-house courses in excess of 30 miles (return) of ACTIVE's offices are subject to the addition of travel expenses for the instructor(s) and where appropriate assessors, at a rate to be agreed in writing/email with the client prior to training commencing. Where appropriate fees will be subject to the addition of accommodation expenses on a basis of one night accommodation per day of training. Accommodation will be arranged by and paid for by the client.

**2. CANCELLATION.** ACTIVE reserves the right to cancel or postpone any course. If this becomes necessary, as much notice as possible will be given and the client will be offered a choice, with due consultation of:

- (a) a full refund of fees or deposit already paid, if the course has not yet commenced
- (b) a proportionate of refund fees already paid, if the course has commenced and is not yet completed
- (c) an alternative date to commence or complete the course as appropriate to the circumstances.

If the Client requests cancellation or postponement of any course, no fees will be payable PROVIDED that not less than 21 days written notice is given to ACTIVE. If less than 21 days written notice is given, ACTIVE reserve the right to make an appropriate charge for administrative and other expenses as follows:

14 to 20 days written notice prior to course commencement = 25% of the course fee.

7 to 13 days written notice prior to course commencement = 50% of the course fee.

Less than 7 days written notice prior to course commencement = 100% of the course fee.

In exceptional circumstances and at the discretion of ACTIVE, courses may be postponed rather than cancelled. In cases where a course is immediately rearranged to an alternative date and therefore only postponed, 25% of the course fee and all travelling and accommodation charges incurred are payable as a postponement penalty. The fee for the rearranged course or place on a course would be full price. Further cancellation or postponement of an already rearranged course or place on a course would be subject to a mandatory 100% cancellation fee irrespective of the amount of prior written notice which is given.

**3. SUITABILITY.** Delegates selected for training must be those who are reliable and likely to remain calm in an emergency. In addition, they should have the aptitude and ability to cope with an intense course of study and be able to use the knowledge and skills learnt during the course. For certain courses, delegates must not suffer from any medical or other condition which would restrict their ability to undertake practical work which can be an essential part of the training. If a delegate is considered unsuitable in the opinion of ACTIVE's instructor(s), with due consultation the delegate may be asked to leave the course. In this event, ACTIVE reserves the right to charge the fee for that delegate.

**5. PROPERTY OF ACTIVE.** Any equipment and training materials supplied by ACTIVE remain the property of ACTIVE, apart from free issue course notes and other such material, which will be clearly identified. All such material is Copyright and no copying or publishing of any part of it is permitted without the written permission of ACTIVE unless stated otherwise.

**6. INSURANCE.** ACTIVE carries public liability insurance to a limit of £1,000,000.00 for any one incident. All property provided by and used by ACTIVE on courses is insured against accidental damage. The Client is required to insure any equipment provided for In-house training against accidental damage.

**7. HEALTH AND SAFETY.** The Client is required to ensure compliance with any Legislation, Regulation, Code of Practice or Guidance laid down by the Health and Safety Executive with regard to the suitability of premises provided for courses at a Client provided venue. ACTIVE will request details of the course venue (e.g. training room size) before course confirmation. ACTIVE Training has produced full risk assessments pertaining to training courses that they undertake, and all instructors undertake a dynamic risk assessment of at all venues. Where appropriate, delegates will be advised of any possible hazards which may be present during the course of training and procedures they should adopt to eliminate or minimise the risks pertaining to the hazards.

**8. DISCLAIMER.** ACTIVE shall not be liable for any loss, damage, expense, injury or delay of any kind to the Client, employee of the Client or any third party, by any act, default or omission howsoever caused, except insofar as such liability cannot be excluded by law.

**9. ALTERATION.** ACTIVE reserves the right to amend these terms and conditions without prior notification. English Law shall govern these Terms and Conditions of Trading. Any alterations, modifications or extensions affecting the above clauses shall not be valid unless agreed by ACTIVE Training and acknowledged in writing.