

1 Training Services

- We agree to provide you with a training service as detailed in your course confirmation letter/email.
- We own all intellectual property rights and all other rights in any documents, products, presentations, handouts and materials that we develop.
- Our logo and branding should not be used or reproduced without our express consent.
- We are a training service offering training courses based on legal, national and accredited standards and not an advice service. Any opinions given by a member of our team should be taken as opinion and not formal advice. We are not liable for losses and damages which result from following such advice.
- We reserve the right to offer a qualified and experienced training officer of our choice.
- We reserve the right to change the planned training officer at short notice or postpone the date of training (to a mutually agreed date) in case of sickness and/or emergency. In these rare cases, our customers can expect us to make every effort to provide an alternative training officer to facilitate the course. We will make you aware of this at the earliest opportunity so alternative arrangements can be made.
- The maximum number of learners per course/trainer must be adhered to. We reserve the right to refuse certification for those learners that are in excess of the maximum numbers.
- Neither party will have liability for unforeseen events which subsequently mean they cannot carry out or delayed in carrying out any obligations carried out in this contract (*force majeure*)
- If we cannot undertake this service or have to delay the service because of anything you and/or a person working with you does or if the information you provided to us was incorrect, we will not be liable for costs or losses that you and/or third parties may suffer.
- You will liable to pay us reasonable costs and losses whether they be financial or in terms of reputational damages because you:
 - *behave fraudulently or negligently*
 - *misrepresent services that we gave to you*
 - *defamed our name in any way*
- We will not be held responsible for any special, indirect, consequential or economic losses that you suffer, including loss of profit as a result of these training services.
- Our total liability for any loss or damage caused as a result of negligence or breach of agreement shall be limited to total cost of services provided.
- Many of our training courses require the completion of practical activity in order to be passed as competent. You should make your team members aware of the nature of the practical activity they will be expected to do so they know what is expected from them physically. Please make us aware of a member of your team has a pre-existing injury. The nature of practical activity will be detailed in our course confirmation letter/email.

2 Payment and Invoicing

- An invoice will be issued from Action Point Training for payment within 14 days of the invoice date or prior to the start of the course, whichever is sooner.
- Course certificates will be not be issued until payment of invoice is received.
- We reserve the right to charge an administration fee of £25 as a contribution to the chasing of outstanding invoices.

3 Cancellation Policy

- Please note our cancellation and postponement terms for all training courses including open public courses:
 - 14- 8 calendar days prior to course date - 50% of invoice
 - Within 7 calendar days of course date - 100% of invoice
- We reserve the right to cancel the course if the number of learners in attendance is not viable to undertake the session. We will offer an alternative course date and will not accept any liabilities in this instance.
- Full payment of invoice is still required in event of course cancellation/postponement due to extreme weather such as flooding and snow. It is our policy to make every attempt to attend the course scheduled but stress that the safety of our team must come first. We will observe and follow travel advice that is given by the Met Office and other authorities.
- We reserve the right to cancel the course in the following instances:
 - you have an outstanding invoice with us
 - you are in the process of bankruptcy or are in the process of administration/liquidation

4 General Data Protection Regulations

- We will process and store the name and contact details of the main client contact to process your training services. This will be kept for a period of 7 years.
- We will process and store the name of the learner in order to certificate them as individuals.
- Individuals will be required to show photographic identification at the beginning of the course in order to verify their identity for accreditation purposes. No copies of identification will be kept.
- In the case of accredited courses, the learner name will be shared the awarding body in order to accredit the learner. We will not share any data with any other third parties
- Our full GDPR policy is available at www.actionpointtraining.com at the foot of the page

5 Learners

- It is mandatory that all learners attend all course sessions for the full timetable of the course.
- We reserve the right to refuse to allow learners that are 15 minutes late from the course start time permission to attend the course.
- All learners are expected to conduct themselves in a professional, courteous and inclusive manner to the training officer and other learners taking part in the session.
- Learners must attend the course with a pad for making notes and a black pen.
- All learners must be physically able to complete the practical assessments including CPR on the floor. As per national guidance, CPR cannot be completed on a table instead of the floor.
- We stress to all learners that there is always a risk of injury when undertaking practical activity. Learners must not undertake any physical activity that they are not comfortable with. Learners are advised to make the training officer aware of any injuries or mobility limitations.
- For Level 3 Award in First Aid at Work Requalifying course - learners will need to provide their previous Level 3 Award in First Aid at Work certificate (within its 3 year validity).

6 Venue and Training Environment

- For in house training, a suitable training room will be provided that must allow appropriate space for the activities to be carried out. For example, for first aid courses a small practical area should be provided to allow for practical activity such as CPR and the recovery position.
- It is your responsibility to ensure your training room meets the disability requirements under the Equality Act 2010.