

Primary Training Services

General Terms and Conditions for Primary Training Services including Course Bookings.

- 1.0 Your contract is made with Primary Ambulance Services Ltd, Trading as: **Primary Training Services** (hereinafter referred to as Primary Training)
- 1.1 Primary Training Services is a trading name of Primary Ambulance Services Ltd.
- 2.0 General:**
- 2.1 All courses and activities are constructed to ensure you receive the highest level of service at the best possible price. This requires you, the student / client, to attend all course sessions at the agreed time and date.
- 2.2 In the event that a student is absent from a session, further tuition may be required in order to complete the course. Any costs incurred due to this **will** be payable by the student.
- 2.3 Additional costs will be levied when available, and every attempt will be made to ensure costs are kept to a minimum.
- 2.4 All students retain the responsibility to ensure all knowledge development is completed as required for course schedules. Students, who consistently fail to complete paperwork as required, may be required to complete additional sessions to ensure correct understanding of subjects. This **may** incur additional charges.
- 2.5 Students are expected to behave in a suitable manner at all times to ensure your safety throughout the duration of the course.
- 2.6 Candidates must ensure that they make the instructor(s) aware of any medical condition or relevant medical history that may exist which will have a bearing upon the teaching methods prior to, and if needs be, again at any relevant stage during training. Furthermore, by accepting these terms and conditions, candidates agree that they are physically fit to complete the training course at hand.
- 2.8 All skills gained from the completion of training provided by Primary Training or any of its affiliated instructors, will only be used where required under the common law of necessity or in accordance with the applicable sections governing the provision of emergency medical care or the equivalent section and act which may be in existence in that particular country of incident.
- 2.9 Primary Training reserves the right to change any terms and conditions without prior notice.
- 3.0 Payment:**
- 3.1 Full payment is required in cleared funds no less than 2 weeks prior to the commencement of a course.
- 3.2 Primary Training reserves the right to refuse course attendance to any learner who has not fully paid their course fees in accordance with clause 3.1
- 3.3 Only agreed accounts will be payable on 30-days.
- 3.4 In the case of credit account customers, Primary Training reserves the right to withhold certificates until full payment has been cleared.
- 3.5 Late Payments will incur a late payment charge of 10% of the total invoiced fee in addition to the invoiced fee per 7 day period or part thereof after the initial agreed term until the invoiced payment is received in cleared funds. Primary Training Services reserves the right to pass any debts to our nominated debt collection agent if payment is not received in full at or before the end of the agreed payment term. All additional costs and charges incurred by delayed payment will be added to the debt amount and will be payable by the Customer.
- 3.6 Payment may be made via BACS or Credit/Debit Card. Payment details are listed on each invoice.
- 3.7 We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.
- 3.8 Closed (Corporate) Courses are subject to a minimum charge to the equivalent cost of 6 Candidates.
- 4.0 Individual Course Bookings Cancellations:**
- 4.1 If you are booking as an individual then you have the right to cancel your booking without charge within 7 days of the date of booking.
- 4.2 After this period, an administration fee will be charged under the following cancellation policy:
- | Cancellation Within: | % of Full Amount |
|-----------------------------|-------------------------|
| 28 Days | 25% |
| 14 Days | 50% |
| 7 Days | 100% |
- 4.3 Cancellation refers to the period prior to the advertised course dates. % refers to amount to be charged in relation to total course costs inclusive of VAT.
- 5.0 Transfers: (Individuals)**
- 5.1 A candidate transferred to the same course type within 14 days of the course start date will be charged an administration fee of £25.00.
- 5.2 Transfers will only be accepted with a credit card / debit card or BACS payment
- 5.3 Transfer requests to a different course type will be considered a cancellation and charged appropriately.
- 6.0 Substitutions: (Individuals)**
- 6.1 Substitutions will be accepted provided they meet the pre-requisite criteria and are provided within 7 days of the course start date.
- 7.0 Corporate Course Bookings Cancellations:**
- 7.1 All corporate bookings are bound by these terms and conditions.
- 7.2 Cancellation charges will apply under the following periods:
- | Cancellation Within: | % of Full Amount |
|-----------------------------|-------------------------|
| 28 Days | 25% |
| 21 Days | 50% |
| 14 Days | 75% |
| 7 Days | 100% |
- 7.3 Cancellation refers to the period prior to the advertised course dates. % refers to amount to be charged in relation to total course costs inclusive of VAT.
- 8.0 Transfers: (Corporate)**

- 8.1 A candidate transferred to the same course type within 14 days of the course start date will be charged an administration fee of £25.00.
- 8.2 Transfers will only be accepted with a credit card / debit Card, BACS payment or purchase order.
- 8.3 Transfer requests to a different course type will be considered a cancellation and charged appropriately.
- 9.0 Substitutions: (Corporate)**
- 9.1 Substitutions will be accepted provided they meet the pre-requisite criteria and are provided within 7 days of the course start date.
- 10.0 Date/Venue changes:**
- 10.1 For clients to alter the date(s) of a group booking payment must have been received.
- 10.2 To alter agreed date(s) within 14 days of the course start date an administration fee of £100 will be charged
- 10.3 Primary Training Services reserves the right to change or amend the venue of all or part of a course, but must notify the client in writing ahead of the course start date/time.
- 11.0 Course Prices:**
- 11.1 All our prices are subject to VAT at the prevailing rate.
- 12.0 Course timing and joining Instructions:**
- 12.1 Good time keeping throughout the course is essential.
- 12.2 Primary Training will issue full joining instructions for candidates to the individual (in the case of individual bookings) or to the employer (in the case of corporate bookings) as necessary, which includes information on the start time of the course. In the case of corporate bookings, it is the responsibility of the employer to ensure that the candidate is fully briefed and made aware of these instructions and all course requirements, before attending the course.
- 13.0 Attendance:**
- 13.1 Candidates must attend and complete all aspects of the course to qualify for certification.
- 13.2 The full cost of the course will be charged for candidates who arrive late or are absent from all or any part of the course.
- 13.3 In the case of illness we are able to transfer delegates on to another course provided that we receive a medical certificate.
- 13.4 Primary Training reserves the right to cancel or reschedule any of its courses without further notice.
- 14.0 Employer Notes - Meeting the Needs of the Candidates**
- 14.1 Primary Training has an Equal Opportunities Policy. To enable us to ensure that all candidates are treated fairly and their requirements are fully met.
- 14.2 You must advise us in advance of any needs that you or your candidates have, to enable them to participate fully in the training.
- 14.3 Please note that there will be a charge for any additional costs incurred for specialist equipment and/or personnel such as signers or translators.
- 15.0 Candidate Selection:**
- 15.1 It is the responsibility of the employer to select suitable persons to become first-aiders in the workplace. This will depend on a number of factors including an individual's:
- * Reliability, disposition and communication skills.
 - * Aptitude and ability to cope with stressful and physically demanding emergency procedures.
 - * Normal duties. These should be such that individuals can be made available immediately and rapidly to attend to an emergency.
- 15.2 Candidates unable to meet the above requirements or failing to meet the pre set assessment criteria for the course, will not be awarded a certificate, and will therefore be unable to act as first aiders within the workplace.
- 16.0 Re-certification:**
- 16.1 It is the responsibility of the individual (or the employer in the case of corporate bookings) to ensure that all delegates attending a recertification course, hold proof of a current (in date) qualification (for which they are being recertified)
- 16.2 Candidates whose certificate lapses before or during training will not be accepted onto the course.
- 16.3 In this instance the full course fee for the candidate will still be charged.
- 16.4 It is the responsibility of the employer to provide a copy of the certificate at the time of booking.
- 17.0 Limitation of liability:**
- 17.1 Except in respect of death or personal injury caused by the negligence of Primary Training, Primary Training shall not be liable by reason of any representation (unless fraudulent) or implied warranty condition or other term, or any duty at common law or under the express terms of this agreement, for any loss of profit or any indirect special or consequential loss, cost expenses or other claims for compensation.
- 17.2 The entire liability of Primary Training to you under or in connection with this agreement and the provision of the Training Services shall not exceed the sum of twice the contract value.
- 18.0 Force Majeure**
- 18.1 Primary Training accepts no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from unusual and unforeseeable circumstances beyond its control. Such as war, threat of war, riot, civil strife, industrial disputes including; terrorist activity, Pandemic or Widespread Illness.
- 19.0 Course Booking**
- All training courses booked by individuals are bound by these terms and conditions.
- 20.0 Jurisdiction:**
- 20.1 Any Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.