### **Start Confident First Aid - Terms and Conditions**

### **Course Inquiries and Bookings**

- Course inquiries can be made via email, telephone or our website
   <u>www.startconfidentfirstaid.com</u>. Please note that we aim to respond to all inquiries within two working days.
- All inquiries will receive the necessary information or assistance regarding course availability and costs or any other queries. Please note that costs may vary depending on the course chosen, the number of participants, specific course requirements and the location.
- o All courses are offered subject to availability.
- Once your booking is confirmed, additional course details will be provided via a confirmation email.
- It is the participant's responsibility to provide correct contact information. Start Confident
   First Aid will not be held responsible for failure to receive booking confirmations if incorrect
   details are provided. If you have made a payment but have not received a booking
   confirmation, please contact Start Confident First Aid immediately.
- By confirming a booking, you agree to the terms and conditions outlined in this document and published on the website www.startconfidentfirstaid.com.

### **Payment Terms**

# 1. Payment Methods:

- We accept payments via credit card, debit card, bank transfer, and PayPal.
- Full payment is required by the due date indicated on the invoice to secure your course place.
- To make a bank transfer, please use the following bank account details;
  - CE Flaherty
  - o Barclays Bank

Sort Code: 20-02-62

O Account Number: 30562408

### 2. Invoicing:

o An invoice will be issued once booking confirmation is complete.

# 3. Late Payments:

- o All payments must be completed before the commencement of the course.
- Failure to make payment within the specified time frame may result in the cancellation of your booking.

### 4. Price Changes:

- Start Confident First Aid reserves the right to change course prices at any time.
- o Prices are guaranteed once your booking is confirmed and full payment is received.

### 5. Prices:

o All prices are in GBP unless otherwise quoted.

# **Cancellation, Amendments and Refund Policy**

#### 1. Cancellation by Participant:

- Cancellations made more than 28 days before the course start date will receive a full refund,
   minus a 25% administrative fee.
- o Cancellations made up to 14 days before the course start date, a 50% refund will be issued.
- No refunds will be issued for cancellations made less than 14 days before the course start date unless rescheduling has been agreed upon.
- o To cancel your booking, please contact us at <a href="mailto:startconfidentfirstaid@gmail.com">startconfidentfirstaid@gmail.com</a>

#### 2. Amendments to Course Attendees:

 Amendments to attendee details for regulated courses after booking confirmation will incur a £20 administration fee.

### 3. Rescheduling:

To inquire about the possibility of rescheduling your booking, please contact us at startconfidentfirstaid@gmail.com

# 4. Cancellation by Start Confident First Aid:

- In the unlikely event that we need to cancel a course, participants will be notified as soon as possible.
- Participants will be offered the option to reschedule to a different date or receive a full refund.
- Start Confident First Aid is not responsible for any additional costs incurred by participants (e.g., travel expenses).

# 5. Non-Attendance/Failure to Complete Course:

 Non-attendance without prior notice or failure to complete the course will not qualify for refunds, except in cases of Force Majeure or verified emergencies.

#### 6. Course Changes:

- Start Confident First Aid reserves the right to change course dates, times, and locations when necessary.
- Participants will be notified of any changes as soon as possible and offered the option to reschedule or receive a full refund if the new arrangements are not suitable.

#### 7. Attendance, Missed Sessions and Conduct Expectations:

- We encourage punctuality to ensure full learning outcomes are met and to minimise disruptions. Please aim to arrive on time for every session. A grace period of 15 minutes will be allowed for unforeseen delays.
- To conform with the requirements for regulated courses, attendance at all sessions is mandatory so it will be deemed that you have not met the assessment criteria if sessions are missed.
- A respectful and positive learning environment is essential. If behaviour whilst attending a
  course is deemed inappropriate, threatening behaviour, bullying, racial or sexual
  harassment, or generally disruptive to other delegates, you will be asked to leave the course.
- o In all such cases, the full course remains payable and is non-refundable.

### **Force Majeure**

### 1. Definition of Force Majeure

Force Majeure refers to events beyond the control of Start Confident First Aid, such as
natural disasters, wars, pandemics, government restrictions, or strikes, that prevent the
course from proceeding as planned.

# 2. Impact on Course Delivery:

In the event of Force Majeure, the course may be postponed or rescheduled. If the Force
Majeure lasts longer than a 30-day period, the client may withdraw from the contract and a
full refund will be made.

### 3. Client Responsibilities:

 Clients should notify Start Confident First Aid within a reasonable timeframe if they are unable to attend due to Force Majeure and attempts to reschedule or find an alternative solution will be discussed.

### 4. Communication

 Start Confident First Aid will communicate any updates or changes via email or phone during a Force Majeure event.

# **Obligations of the Client**

# 1. Client Responsibility

 The client is required to make all necessary arrangements to facilitate the service provision by Start Confident First Aid without delay. This includes but is not limited to, timely payment of any fees due and the submission of relevant information and documents needed for verification of regulated courses.

### 2. Client Health and Reasonable Adjustments:

 Participants registered for any course with Start Confident First Aid must be in good health and free from any condition, ailment, or injury that may impact their ability to fully participate in the practical elements of the training, including the ability to perform CPR. Additionally, delegates must possess the physical fitness and appropriate attributes required of a competent First Aider. A sufficient level of proficiency in both spoken and written English is also required to ensure an understanding of the course material and the ability to complete written assessments.

Reasonable adjustments may be made for participants with disabilities, medical conditions, or specific learning needs, per the FAA Reasonable Adjustment and Special Consideration
 Policy. For instance, support may be provided with reading or writing. If a participant has any concerns or require adjustments, they should contact Start Confident First Aid to discuss their needs before attending the course.

#### 3. Client Attendance and Behaviour:

- To conform with the requirements for regulated courses, attendance at all sessions is mandatory so it will be deemed that you have not met the assessment criteria if sessions are missed.
- A respectful and positive learning environment is essential. Inappropriate conduct, including but not limited to threatening behaviour, bullying, harassment, or disruptive actions, will result in removal from the course.
- o In all such cases, the full course remains payable and is non-refundable.

# **Certificates**

### 1. Certificate Fees

- After successful completion of all accredited courses, an E-certificate and a printed hard copy will be provided and sent to the address provided once they are received from the awarding body. This is included in the course fee. Please note that any claims regarding errors on certificates or failure to notify Start Confident First Aid of a missing certificate must be made within 28 days. Claims made after this period will result in paying a fee for a replacement certificate.
- The replacement fee for a previously issued hard copy certificate fee is £20 for a regulated course and £10 for an unregulated course.
- o Certificates will be issued within 7-14 working days after course completion.
- Start Confident First Aid reserves the right not to issue a certificate if an invoice remains unpaid.

# First Aid at Work Requalification

### 1. Requalification Conditions

A First Aider may renew their FAW qualification by attending a 2-day requalification course,
 provided it is completed within 1 month after the expiry date of their current certificate.

 If this has exceeded by more than 1 month but no longer than 3 months, 'Special Considerations' may be made to allow the First Aider to attend a 2-day course.

# 2. Special Considerations

- A signed letter from the client's employer to Start Confident First Aid stating reasons why
  the First Aider is suitably experienced to attend the 2-day course and not the 3-day FAW
  course.
- Start Confident First Aid may decide after discussion with the employer or the First Aider that their previous experience is sufficient to attend a 2-day course.
- o If the First Aider has lapsed beyond 3 months, they must attend a full 3-day FAW course.

### **First Aid Onsite Training**

### 1. Training Space Requirements

- Start Confident First Aid is responsible for ensuring that the venue and any equipment used for the delivery and assessment of FAA qualifications meet acceptable health and safety standards and the venue is conducive to learning. These requirements are based on recommendations from the Health and Safety Executive and the First Aid Awarding Organisation Forum. The venue's health and safety policy must be adhered to and a trainer/assessor must relay all relevant information to learners at the start of a course, for example, fire evacuation procedures. A venue safety checklist will be completed before the delivery of any course.
- The room provided by the client must be large enough (approx. 40 square meters) to accommodate all delegates attending the regulated courses (up to 12 delegates). There should be sufficient room for the students to safely practice the practical elements of the training. There will also need to be a table space for the students to complete their written exam papers. **Start Confident First Aid** can consider smaller rooms for fewer delegates.
- Please note if the venue is insufficient, Start Confident First Aid reserves the right to cancel
  the course. No refunds will be issued if a suitable venue cannot be provided.

# **Intellectual Property and Course Materials**

- All course materials, including handouts and digital resources for unregulated courses, are
  the property of **Start Confident First Aid** and are provided for personal use during and after
  the course. These materials may not be copied, distributed, or used for any purpose outside
  the course.
- For regulated courses, course materials, including manuals and digital resources, are supplied by **Nuco Training** and are subject to their intellectual property rights. Unauthorized reproduction, distribution, or use of these materials beyond the scope of the course is strictly prohibited.

### **Health and Safety**

### 1. Health and Safety Conditions

- At Start Confident First Aid, we are committed to protecting the health and safety of our clients. In particular, we aim to:
- o Provide a safe and healthy learning environment for our learners
- Create a culture where both Start Confident First Aid and the client and learners are all responsible for Health and Safety
- Carry out a venue safety checklist before any courses are delivered
- Provide all necessary protective equipment (PPE) that may be used during the delivery of a course and provide any training required to use such equipment effectively
- Maintain and ensure the maintenance of first aid equipment and replace it when necessary
- Ensure that within reason, the most suitable equipment is provided for the delivery of any training
- Not tamper with or misuse any equipment provided, as doing so may result in harm to individuals, property, or the environment
- Report any personal injuries, illness or conditions that may affect the safe delivery of training
- Ensure that hazards such as furniture or electrical equipment are properly managed and do not pose a risk to individuals, property or the environment
- Prioritize hygiene to the highest standard. Learners will be provided with adequate medical wipes, face shields and disposable gloves to ensure a safe and clean training environment.
   The manikin lungs will be changed after every training course to further facilitate this

### 2. Fire Safety

 Before the delivery of a course, evacuation procedures and routes to the relevant assembly points will be established. This information will be discussed with the learners, and a course register will be taken and maintained daily.

# **Liability and Insurance**

### 1. Adherence to Guidelines

- All training and resources provided by Start Confident First Aid follow the latest best practices and guidelines from The Resuscitation Council UK. While we provide the necessary instruction to safely perform First Aid, participants are responsible for applying these skills appropriately outside the training environment.
- Once certified, participants are responsible for their actions when applying First Aid in reallife situations. **Start Confident First Aid** accepts no liability for any injury or harm caused by participants using the skills learned during the course.

### 2. Participant Responsibility

All participants undertake the training at their own risk. Start Confident First Aid cannot be
held liable for any injury, loss, or damage incurred during or after training, except where it
results from negligence on the part of Start Confident First Aid. Each participant is
responsible for ensuring they are physically fit to participate in the course, especially for
practical elements, such as performing CPR.

# 3. Personal Injury and Property Damage

Start Confident First Aid cannot be held liable for any personal injury, illness, or property
damage that occurs as a result of attending a course unless such injury or damage arises due
to negligence on our part. Participants are encouraged to obtain personal insurance if they
deem it necessary.

## 4. Limitations of Liability

- o Start Confident First Aid will not be held liable for:
- Any indirect, consequential, or economic losses, such as loss of income, business disruptions
  or future earnings, resulting from participating in the course
- Failure to perform any obligation under these terms and conditions due to causes beyond reasonable control (Force Majeure)

#### 5. Insurance

Start Confident First Aid maintains appropriate public liability and insurance to cover claims
arising from any negligent acts or omissions by our trainers during course delivery. This
insurance does not cover participants' personal property or injuries sustained outside of our
direct control.

### **Data Protection and Privacy**

- Start Confident First Aid is committed to safeguarding your personal information. Any personal data you provide to us will be handled and processed in full compliance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR). We will use your data solely to deliver our services and ensure compliance with certification requirements.
- For further details on how we collect, store and protect your data, please refer to our **Privacy Policy**, available on our website at <u>www.startconfidentfirstaid.com</u>. By enrolling in our courses, you agree to the terms of this policy.

# **Complaints Procedure**

 If you are dissatisfied with our services or have any concerns, please do not hesitate to contact us at <a href="mailto:startconfidentfirstaid@gmail.com">startconfidentfirstaid@gmail.com</a>. We will aim to respond to all inquiries within two working days.

# **Contact Information**

For any queries regarding payments, cancellations, or rescheduling, please reach out to us via:

o Email: <u>startconfidentfirstaid@gmail.com</u>

o Phone: 07854393620

These terms and conditions ensure clarity and fairness for both **Start Confident First Aid** and participants. By booking a course with **Start Confident First Aid**, you agree to these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any prior versions, the terms outlined here will take precedence unless explicitly stated otherwise.

Our policies are kept under constant review and updated as required – October 2024