

# **Cookson First Aid Accredited Training Terms & Conditions**

### 1. GENERAL

1.1 The following terms and conditions are between Cookson First Aid / OCF LSS Limited and the customer.

1.2 Through booking on to a course with Cookson First Aid/ OCF LSS Limited, a customer accepts and is entering a legal binding contract with the supplier and agrees to the terms and conditions listed.

1.3 All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

1.5 The Supplier is **Cookson First Aid**, which operates under OCF LSS Limited (registered in England and Wales with the company number: 14277535). With the registered office situated at

1 London Road, Alderley Edge, Cheshire, United Kingdom, SK9 7JU.

#### 2. DEFINITIONS

2.1 "Conditions" these are the terms and conditions set out in this document as amended accordingly.

2.2 "Learner" or "delegate" means a person who is booked to attend a course.

2.3 "Customer" means the purchaser of services, being either an organisation or an individual, with the term customers also including those attending the course themselves (refer to 1.2).

2.4 "Individual" means a person who attends a scheduled open course.

2.5 "Course" means a training course(s) which are listed on our website and organised and run by Cookson First Aid/ OCF LSS Limited. With "Services" meaning all the courses, and any other related products and services that are supplied by Cookson First Aid/ OCF LSS Limited.

2.6 "Organisation" means a customer which is from either of the following: a company, charity, or a group of people. The group of people includes family bookings or someone who is booking on behalf of individuals to attend an open course.



2.7 An "Open Course" is a scheduled course at a selection of Cookson First Aid/ OCF LSS Limited's training venues of which individuals and organisations can book one or more places.

2.8 "Business Day" includes Monday, Tuesday, Wednesday, Thursday, and Friday (excluding Saturday, Sunday and Public Holidays in England and Wales). If individuals or organisations wish to book a course with Cookson First Aid/ OCF LSS Limited on the excluded days listed, then additional fees will be incurred (see clause 3.6).

2.9 "Onsite Training" means completing a course at your own venue if deemed suitable to do so.

#### **3. BOOKING CONDITIONS**

3.1 A customer can book onto a course through the website (www.cooksonfirstaid.org), by telephone (0330 043 5334), or by e-mail (hello@cooksonfirstaid.org).

3.2 Cookson First Aid/ OCF LSS Limited will provide the course at the customer's chosen venue which may be at their own venue if suitable or they may wish to have the training delivered at one of Cookson First Aid/ OCF LSS Limited's training venues.

3.3 Cookson First Aid/ OCF LSS Limited may at any time without notifying the customer make changes to the service if necessary, to comply with any applicable health and safety or other statutory requirements, or which do not affect the nature or quality of the service being delivered- and we will notify you if this is necessary.

3.4 If onsite training has been booked and the customer's venue is not deemed suitable and appropriate to run the course, the trainer has the right to refuse the training as it is the customer's responsibility to ensure their venue is appropriate. If this situation occurs there will be no refund issued, and the course fee remains payable and cannot be withheld by the customer.

3.5 In terms of the onsite training venue, the customer agrees to a suitable training room that is a clean, safe and accessible environment and provides adequate space for the number of people attending the course. The space provided should be safe and meet the HSE guidelines for work requirements. The appropriate training equipment can be set up and used to run the course; this includes space for the trainer to set up a laptop and their own projector.



3.6 If an organisation or group booking requires their course to run over a non-business day (Saturday, Sunday, or a bank holiday) an additional fee will be charged for each day of training.

3.7 Cookson First Aid/ OCF LSS Limited reserves the right to adjust any prices, venue, or changes of the trainer.

#### 4. PAYMENT

4.1 The fees for the Services are set out in the quotation or invoice provided and are on a time and material basis.

4.2 The fees for the Services are set out in the quotation or invoice and are on a time and material basis. In addition to the fees, we can recover from you the following:

a. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses;

b. the cost of services provided by third parties and required by us for the performance of the Services;

c. the cost of any materials required for the provision of the Services.

4.3 Payments from all course bookings must be paid within 14 days of the course start date, this applies to open courses as well as courses at a customer's venue. Cookson First Aid/ OCF LSS Limited reserves the right to refuse admittance to the course until full payment has been received, unless prior to the course an agreement has been arranged between the customer and Cookson First Aid/ OCF LSS Limited.

4.4 Cookson First Aid/ OCF LSS Limited reserves the right to charge interest on late payments. Without limiting any other right we have for statutory interest, if a payment is not made in the period stated (30 days or more), we will charge interest at the rate of 4% per annum above the base lending rate of the Bank of England from the time of the amount outstanding until the full payment is received.

4.5 Free quotations of pricing will be confirmed via e-mail by Cookson First Aid/ OCF LSS Limited. All quotations are valid for 14 days upon the date in which the e-mail has been sent.

4.6 The customer must pay for any additional services provided by Cookson First Aid / OCF LSS Limited that are not specified in the quotation in accordance with



our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provision of clause 4.2 also applies to these additional services.

4.7 Certificates will not be issued until full payment has been received unless a prior agreement has been arranged between Cookson First Aid / OCF LSS Limited and the customer. This clause is stated in the invoice, in which when a course has been booked by a customer, they will receive an invoice which gives clear instructions to the customer on how to make payment.

#### 5. CANCELLATION OR TRANSFERS OF A COURSE BY CUSTOMER

Cancellations and transfers of a course by a customer will be charged at the following rates:

Notice Given	% of the fee charged
More than 28 days	0%
15 - 28 days	25%
1 - 14 days	50%
Cancellation on the day or no attendance	100%

# 6. CANCELLATION OR TRANSFERS OF A COURSE BY COOKSON FIRST AID / OCF LSS LIMITED

In the event of a course cancellation or alteration of the dates or venue by Cookson First Aid/ OCF LSS Limited, bookings will usually be transferred to our next available course of the same value, if a suitable alternative date cannot be found, a full refund will be provided.

#### 7. RESCHEDULING OF A COURSE

7.1 An organisation or individual can reschedule a course without charge, providing that Cookson First Aid / OCF LSS Limited receives at least 14 working days' notice before the start of the original course date.

7.2 If for any reason an organisation or individual chooses to reschedule a course with less than 14 working days' notice, they will incur a charge of 50% of the original course booking fee.



#### 8. ATTENDANCE

8.1 Failure to attend a course for any reason is considered as a cancellation with no notice and the payment will be due in full (refer to clause 5).

8.2 If a learner arrives late to a course or is absent from any of the courses, Cookson First Aid/ OCF LSS Limited reserves the right to refuse to allow the individual to continue the training, and the payment will still be due in full (see clause 8.4).

8.3 Each learner must attend and complete all aspects of the course to qualify for certification.

8.4 Cookson First Aid/ OCF LSS Limited reserves the right to refuse admission to any individual who it considers in its discretion to be unsuitable for any reason given.

8.5 Where a course is delivered through a mix of online and practical training, this will usually require online training to be completed prior to the practical training, any learner who has not completed the online training, will not be able to complete the practical training or receive their certificate, and a refund will not be issued.

#### 9. SUITABILITY

9.1 The customers have the responsibility of ensuring the course they have booked on to is suitable for the delegates attending. Even when a customer has liaised with a Cookson First Aid/ OCF LSS Limited employee and received course recommendations, the final decision on the course suitability is the customer's responsibility.

9.2 Cookson First Aid / OCF LSS Limited has an Equality and Diversity Policy, which ensures that all delegates are treated fairly, as well as ensuring their needs and requirements are fully met.

9.3 To fully meet all delegate's needs and requirements, Cookson First Aid/ OCF LSS Limited should be informed in advance of the course so that any arrangements or accessibility requirements that need to be put into place to assist delegates in completing the course fully.

9.4 Cookson First Aid/ OCF LSS Limited is not able to supply any specialist equipment or personnel such as a translator- this is up to the learner to source and provide at their own cost.



9.5 All onsite and open courses are delivered only in the English language, and all learners must have sufficient fluency in written and spoken English in order to successfully complete the course. If a learner is unable to do so, the trainer will not allow them to participate in the course- full payment will still be required and no refund will be given.

#### 10. THE AGE, FITNESS, AND NATURE OF LEARNERS

10.1 All learners of a First Aid course must be able to meet the physical requirements of being a First Aider and completing the course which includes the following:

a. All learners must be able to be physically able to participate in all practical elements and demonstrations on the course which involves things such as kneeling on the floor to demonstrate CPR; and

b. Suitable clothing must be worn for the course due to each learner having to participate in the practical elements of the course, so clothing such as dresses will not be appropriate; and

c. Have good communication skills and have the necessary disposition needed to become a First Aider; and

d. Delegates need to be 14 years old or above.

10.2 Delegates who are not able to meet the requirements for the course will not be able to attend the course and become a First Aider.

## **11. RE-CERTIFICATION**

11.1 By choosing to book with Cookson First Aid/ OCF LSS Limited you are agreeing to receive a reminder of your annual update and your re-certification (after 3 years).

11.2 It is the responsibility of the customer and those attending the course to bring with them a valid First Aid at Work certificate when attending a re-certification, with First Aiders having a period of up to 28 days in order to requalify.

11.3 If Cookson First Aid/ OCF LSS Limited has issued a customer with a certificate for a re-certification course and finds out later that the individual did not successfully complete the initial training, then the re-certification certificate will be invalid.



#### **12. REPLACEMENT CERTIFICATES**

12.1 Replacement certificates can be requested at any time within the 3 years of a valid certificate following the completion of a course.

12.2 A replacement certificate can be sent via e-mail as a PDF free of charge.

12.3 Additionally, a hard copy replacement certificate can be provided with a charge of £10 per certificate (inclusive of postage).

In booking training with Cookson First Aid/ OCF LSS Limited, you are accepting the terms and conditions outlined above.

Please contact <u>hello@cooksonfirstaid.org</u> or call 0330 0435334 if you have any questions.

All of the income generated from our accredited and corporate training is directly invested into our free first aid programme.

Thank you for joining our mission to save lives.

www.cooksonfirstaid.org.