

Terms & Conditions of Trading – North West Ambulance Service NHS Trust - Commercial Training Services

1. THE LAW

1.1 These terms and conditions and all other expressed terms of the contract shall be governed by and constructed in accordance with English Law.

2. DEFINITIONS & GENERAL TERMS

2.1 'NWS' – 'North West Ambulance Service NHS Trust'

2.2 'Client' – The organisation or individual making the reservation for training or purchasing goods from NWS.

2.3 'Accommodation' – refers to Hotel, B&B Accommodation or Training Venue.

2.4 'Charges' – As per the latest quotation or rate card, whichever is the greater in monetary value. It also refers to the cost of goods and/or supplies purchased from or via NWS.

2.5 'Booker' – The person who formally makes a booking request on behalf of a Client or orders goods and/or supplies from NWS on behalf of the Client.

2.6 'Certificate' – The written proof awarded to course Delegates, either confirming their attendance or acknowledging their successful completion of a course, subject to the appropriate examinations or tests.

2.7 'Delegate(s)' – The person(s) attending a training course.

2.8 No employee, agent or representative of NWS has the authority to vary these terms and conditions without the written consent of a Director of NWS or nominated deputy, and no such variation shall be binding on NWS unless accepted in writing by a Director of NWS. NWS shall be entitled to vary these terms and conditions for (i) existing bookings and orders upon giving not less than 7 days notice in writing of the variations to the client; and (ii) for any new bookings or orders, upon giving the Client notice in writing of the variation(s). Whereupon the Client will be bound, in the case of (i) by the varied terms and conditions, if the Client does not give counter notice within the 7 days cancelling the booking or order; and in respect of (ii) the Client will be bound by the new terms and conditions upon NWS sending said notice by first class post, fax or email. In either case NWS notice may contain just the varied terms and conditions or a complete set of the terms and conditions as varied.

2.9 Submission of a booking request or placement of an order by or on behalf of the Client indicates acceptance of these terms and conditions.

2.10 NWS reserves the right to determine and to vary the location of accommodation or any part thereof at its discretion whether before or during the period of training.

2.11 Unless provided in writing from a Director of NWS, any equipment or product used by NWS for training purposes is for the effectiveness of the course only. NWS in no way endorses or recommends any particular equipment or product.

3. CONFIRMATION OF BOOKINGS

3.1 In order to accept and confirm a booking, NWS must first receive in writing from the Client a booking request. All booking requests and NWS' acceptance thereof shall be governed by the NWS Terms and Conditions of Trading and Charges current at the date of the acceptance by NWS. Copies of these terms are available on request.

3.2 NWS will confirm its acceptance of the booking in writing (whether or not the acceptance is sent to the Client or to the address of the Booker); via e-mail, fax or post.

4. NO SMOKING

4.1 NWS operates a strict no smoking policy, with which all visitors and Delegates to the site must comply. At the NWS HQ (Broughton) arrangements exist for smoking away from the main building, so as not to create a nuisance for visitors arriving by motor car/vehicle. The Client accepts that there is no guarantee that any smoking facilities will exist in the future.

4.2 All Delegates must comply with NWS' current smoking policies applicable to the venue, whilst attending an NWS course or at a venue other than the NWS HQ (Broughton).

5. CHARGES AND PAYMENTS

5.1 Unless otherwise agreed in writing by NWS, the charges applicable to the booking will be at the prevailing rate, including any subsequent charges either detailed within these terms, or additional charges communicated in writing by NWS to the Client. The details of the charges may be supplied in a written quotation, a rate card or a promotional leaflet.

5.2 Submission to NWS by the Client of a booking request (as detailed at Paragraph 3 above) will be the Client's agreement to pay NWS all the applicable charges arising in accordance with these terms.

5.3 NWS will invoice the Client in advance of the course. The invoice will be due for payment no later than 30 days from the date of each applicable invoice.

5.4 If a Delegate, for any reason including exam failure, is unable to finish or pass the course, then the following charges will apply:

5.4.1 Technician, MIMMS, Bespoke Courses & All Residential Courses

a) If the failure occurs in the first half of the course, then the charges for the first half of the course are to be paid by the Client to NWS in full (representing half the full charge). An invoice will be raised by NWS pursuant to Paragraph 5.3. The remainder of the course charges (the other half of the charges) for the Delegate shall be reduced by 50% (i.e. to 25% of the full charge). Any accommodation charges which can be cancelled by NWS without NWS being liable to pay them to a third party will not be charged to the Client from NWS.

b) If the failure occurs in the second half of the course, then the full payment of the remainder of the course charge will be payable by the Client to NWS. Any accommodation charges which can be cancelled by NWS without NWS being liable to pay them to a third party will not be charged to the Client from NWS.

5.4.2 All other courses

a) Despite the failure, the full course charges will still apply. The Client accepts liability to pay for any associated charges costs or expenses reasonably incurred by NWS or its agents as a result of or arising from the Delegate(s) being unable to finish the course.

5.5 Regardless of any disputes, the Client agrees not to withhold any payments due to NWS or its agents for any reason. The Client further agrees to make such payments to NWS, on the relevant payment dates. NWS reserves the right to withhold the distribution of certificates, of whatever description, until full payment has been made in accordance with these terms. Furthermore, the Client accepts liability for all related costs as a result of certificates being withheld, including (but not limited to) claims for financial loss from the Delegate(s) concerned. The Client will indemnify NWS against any liability to the Delegate(s) so affected by NWS' withholding pursuant to this paragraph.

5.6 If full payment (including the successful clearance of cheques) is not received by NWS prior to the course commencement, then NWS reserves the right to carry out one or all of the following actions:

a) Postpone the course until payment has been received. The Client will be liable for all associated costs that NWS may incur as a direct result of the postponement.

b) Retain Delegate certificate(s) until payment has been received. In which case the provisions of Paragraph 5.5 shall apply.

c) Cancel the course. The Client will be liable for all associated costs that NWS may incur as a direct result of the cancellation.

6. LIABILITY

6.1 The Client agrees to keep NWS safe from and to indemnify NWS against (i) all loss, damage or liability suffered by NWS and/or a third party and (ii) legal fees and costs incurred by NWS; in the course of providing Training Services and resulting from:

6.1.1 any deliberate or wilful act, act of neglect or default of the Client, his Delegate(s), agents or employees.

6.1.2 any successful claim by a third party alleging libel or slander in respect of any matter arising from the provision where the defamation arises from materials included in the course at the request of the Client or materials provided by the Client.

7. FORCE MAJEURE

7.1 Neither party shall be liable to the other party by reason of any failure or delay in performing its obligations under these terms which is due to Force Majeure, where there is no practicable means available to the party concerned to avoid such failure or delay.

7.2 If either party becomes aware of any circumstances of Force Majeure which gives rise to any such failure or delay on that party's behalf, or which appear likely to do so, that party shall promptly give notice of those circumstances (as soon as practicable after becoming aware of them) and shall thereby inform the other party of the period the notifying party estimates will be the duration of the failure or delay.

7.3 For the purposes of paragraph 7, 'Force Majeure' means any event or occurrence which is outside of the control of the party concerned and which is not attributable to any act or failure to take preventative action by the party concerned. However, this definition does include any industrial action occurring within NWS or within any sub-contractor organisation acting on behalf of or for NWS, which shall be a force majeure.

7.4 Any failure or delay by NWS in performing its obligations under these terms, which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself subject to a Force Majeure as defined by 7.3 so that it is impeded and prevented from the performance of, or compliance with, any obligations owed by NWS to the Client.

8. COPYRIGHT

8.1 All rights are reserved by NWS and by any Third party whose copyright NWS acknowledges. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the copyright owner.

9. FUNDING

9.1 NWS reserves the right to pass on Delegate and Client details to a third party for reclaiming additional funding. The client shall ensure that its Delegate(s) consent to this. All information is treated in the strictest confidence. Delegate and Client information will not be passed or sold to a third party organisation by NWS for marketing purposes without the prior written consent of the Client.

10. HOTEL ACCOMMODATION

10.1 If the Client, as part of its training course with NWS, requests or receives hotel or other accommodation for Delegate(s), either as part of the course charges or for a supplementary charge, then NWS reserves the right, either before or during the stay, to alter the accommodation, providing always that it shall be fit for purpose and of a reasonable standard, without liability to the Client and without any obligation to reimburse any part of the charges for the accommodation as originally agreed.

10.2 Changes in accommodation by NWS will only be made when deemed absolutely necessary. The Client will be notified of the change in writing, at least 7 days prior to the change where practical.

10.3 The Client accepts liability for all costs and expenses incurred by the Client or by each of its Delegate(s) that are not expressly included within the charges stated in the written agreements between the Client and NWS for accommodation charges. Such costs and expenses as additional meals, room service etc, are to be paid direct by the Client in accordance with the terms of business of the accommodation providers (Hotel etc). Any charges passed to NWS for payment, which should have been paid direct by the Client, which NWS then pays to the accommodation provider(s), will be recharged to the Client at the invoice cost +20%, in order to cover NWS' administrative and other costs of payment and recharge.

11. CANCELLATION – 'Technician', 'MIMMS' and bespoke courses

11.1 Cancellations by the Client in whole or part must be made in writing to NWS, to which the following terms will apply:

11.1.1 Non-attendance on any course without prior written notice will result in the full charges becoming due and payable by the Client.

11.1.2 All written notifications of cancellation must be received by NWS at least 28 working days prior to the commencement date of the course. A cancellation fee of £50 per Delegate may be charged, in which case a minimum cancellation fee of £50 will apply.

11.1.3 Notifications of less than the 28 working days' period, will result in payment by the Client to NWS of the full course charges. Regrettably, this full charge is necessary due to the difficulty in recruiting new Delegates at such short notice. However, a substitute Delegate can be named by the Client upto 3 working days prior to the course start date - subject to written acceptance from either a Director of NWS or the appointed course director at NWS. Such acceptance not to be unreasonably withheld.

12. CANCELLATION OF ALL COURSES

(see Paragraph 11 for Technician, MIMMS and Bespoke courses)

12.1 Cancellations from the Client in whole or part must be made in writing to NWS, with the following applying:

- Non-attendance on any course without prior written notice will result in the full charges becoming due and payable by the Client.

- Where written notice is received less than 5 working days before the commencement date of the course, fifty percent (50%) of the fee will be charged.

- Where written notice is received 6 – 10 working days before the commencement date of the course, then thirty percent (30%) of the fee will be charged.

- Where written notice is received 11 - 27 working days before the commencement date of the course, then twenty-five percent (25%) of the fee will be charged.

13. SAFETY

13.1 Whilst attending a course, the Client will ensure that all Delegates respect and comply with all Health and Safety notices and warnings at the venue and that they also observe all safety precautions from the course tutor, at the accommodation or from an agent of NWS.

13.2 Any Delegate who does not follow 13.1, may be removed from the course by NWS' Commercial Training Manager or a Director of NWS. The Client accepts liability for any associated charges due as a result of a Delegate being removed from the course. Should a Delegate be selected for removal from a course, then where practicable, NWS will make the Client aware of the intended expulsion, by notice in writing, given to the Booker of the Client.

14. PURCHASE OF SUPPLIES

14.1 All goods or supplies purchased by the Client remain the property of NWS until paid for in full.

14.2 Risk in the goods or supplies shall pass to the Client upon delivery. The title in the goods and/or supplies shall not pass to the Client until full payment has been made.

14.3 Any dates provided by NWS for deliveries of goods and supplies are approximate. NWS will use best endeavours to deliver items on time. However NWS will have no liability to the Client if delivery dates are not met. The Client agrees not to withhold any charges for NWS as a result of late delivery. However, where late delivery prevents the Client and its Delegates from participating fully in a NWS Course, the Client may cancel the Course and the goods and supplies for a full refund, which will be the extent of NWS' liability in respect of the late delivery.

14.4 All prices are exclusive of VAT and carriage unless otherwise stated in writing by NWS to the Client. If applicable, VAT will be charged at the current rate.

14.5 NWS will not be liable under any circumstance(s) for:

(a) damage or defects resulting from fair wear and tear, neglect, improper use, inadequately trained operators, or failure by the Client to comply with any manufacturer's instructions.

(b) goods and/or supplies which have been repaired or altered.

(c) The Client shall be deemed to have satisfied itself before ordering that the goods and/or supplies are suitable for the purposes for which the Client is purchasing them.

14.6 Any defects or problems with deliveries must be notified in writing to NWS within 3 working days of delivery or expected delivery date. The Client will be deemed to have had sufficient time to inspect the deliveries where made, in order to give such notice.

15. CONFIDENTIALITY

15.1 NWS will treat all information of a business nature supplied by the Client as confidential and shall not disclose it to any third party without the Client's prior permission.

15.2 The Client shall treat all information supplied by NWS to the Client under or arising out of a Course booking and/or an order for goods and/or supplies as confidential where it relates to the business activities of NWS and/or to NWS' intellectual property. The Client shall not divulge such information to a third party without prior written permission of NWS.

16. PUBLICITY

16.1 NWS shall be permitted to freely quote the Client's name in NWS' publicity for NWS' courses, goods and/or supplies to denote that the Client has obtained some or all of these from NWS, as the case may be.