



Stewart First Aid Training - Booking Terms and Conditions

1. BASIS OF THE CONTRACT

- All contracts for Courses shall be made subject to these Conditions unless expressly varied in writing and signed by an Executive Director on behalf of Stewart First Aid Training Ltd (SFAT).
- All bookings for a Course must be supported by a confirmation email.

2. WARRANTIES

Stewart First Aid Training warrants that:

- Courses supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards;
- It will provide appropriately qualified and experienced instructor(s) and consultant(s) to deliver Courses using suitable Course Materials.

3. FEES/CHARGES

- Prices quoted are inclusive of tuition, Course Materials, assessment where applicable, and certification.
- The price does not include any lunch (unless varied in writing), travel, accommodation or living expenses, which the Delegate may incur in attending the Course.
- Prices quoted exclude VAT or other sales taxes, which will be added.
- Companies using SFAT services shall be responsible for the candidates that they provide. Companies who do not provide candidates who are physically capable of completing the course shall forfeit that candidate's fee.

4. PAYMENT TERMS

- Companies will be invoiced prior to training. Invoices may or may not reference Purchase Order details depending on information given at time of the confirmation.
- Stewart First Aid Training's payment terms are 30 days from the date of invoice, unless otherwise agreed in writing. Where payment terms are breached i.e. if no payment has been made 37 days or more from the date of invoice, then Stewart First Aid Training reserves the right to use a debt

collection agent to collect all sums of money outstanding, at which point the client will be held liable for all costs associated with collection.

- Please note that certificates will be held until full payment of invoicing has been received unless otherwise agreed.
- Individuals not booking through Companies will be invoiced prior to training and payment must be received 1 week prior to the course. Stewart First Aid Training reserves the right to cancel all provisional bookings held by individuals if payment has not been received at least 1 week prior to the course start date.

5. SUBSTITUTIONS, TRANSFERS AND CANCELLATIONS BY THE CUSTOMER

- The Customer may substitute a Delegate(s) prior to the start of the Open Course at no additional charge subject to the new Delegate(s) meeting the published prerequisites (see clause 7).
- The Customer may change the date of attendance of a Delegate or cancel attendance at an Open Course subject to the following scale of charges.
- In-house course transfers or cancellations are subject to the following scale of charges.

Stewart First Aid Training Open Courses

For all open course bookings you can transfer your training dates if necessary. Transfer & cancellation rates are detailed as follows:

Notice given by the Customer to SFAT	1st Time Transfer Fee (to any instance of training)	Subsequent Transfer Fees	Cancellation Fee
> 7 days before event	0%	0%	0%
3–7 days before event	0%	Admin fee	25%
1–2 working days before event	Admin fee	30%	50%
On the day	Admin fee	50%	100%
No notice given	25%	100%	100%

Transfer of bookings

- For subsequent changes to the same order the rates provided above apply.
- New open course dates must be confirmed within 2 weeks of the transfer notification to Stewart First Aid Training.

- Admin fees – An administration fee for changing your booking may apply as detailed above. Please email info@stewartfirstaid.com or call 0800 163209 for details.

On Site Courses

We ask that clients give us as much notice as possible for changes to bookings. The following rates apply for changes and cancellations.

Notice given by the Customer to Stewart First Aid Training	Transfer Fee	Cancellation Fee
>7 days before event	0%	Admin fee
3–7 working days before event	25%	50%
1–2 working days before event	35%	75%
On the day	100%	100%

6. REPLACEMENT CERTIFICATES

An administration fee of £10 will be applied for replacement certificates. This will include standard 1st class postage. Where special delivery/recorded postage is requested then the fee for this will be applied.

7. CANCELLATIONS AND CHANGES TO COURSES BY STEWART FIRST AID TRAINING

Stewart First Aid Training Ltd reserves the right to cancel or change a Course and undertakes to provide reasonable notice of the cancellation or change. Note that this undertaking does not apply in relation to third party courses run in association with partner organisations.

8. PREREQUISITES & ADMISSION

The Health & Safety Executive detail in the Health & Safety (First-Aid) Regulations 1981, Approved Code of Practice and Guidance that candidates selected to be 'first aiders' must demonstrate the following. The Client must determine this suitability.

- Reliability, disposition and communication skills
- Aptitude and ability to absorb new knowledge and learn new skills
- The ability to cope with stressful and physically demanding emergency procedures
- Normal duties. These should be such that they may be left to go immediately and rapidly to an emergency

Stewart First Aid Training Ltd will not:

- Take responsibility for determining a delegate's suitability for training or take the liability for any condition or ailment held by the delegate which is exacerbated during training.
- If, during training, it is identified that a delegate cannot perform set tasks, which are required during the first aid assessment to allow them to be certificated, then the Client will be contacted by Stewart First Aid Training Ltd Headquarters. It is the Client's decision to allow or disallow the delegate to remain on the course until completed.
- Stewart First Aid Training Ltd shall be the sole judge as to the candidate's performance during assessment and whether they have satisfied the requirements of the course. In the event that Stewart First Aid Training Ltd determine that the candidate has not performed satisfactorily, that candidate will not be granted a certificate and will not be deemed to be classified as a First Aider. In this instance clients will still be responsible for the full cost of the course.

9. COPYRIGHT

- Copyright and all other intellectual property rights in all Course Materials shall remain the property of Stewart First Aid Training Ltd or the trading partner of Stewart First Aid Training Ltd responsible for developing the Course Material, as the case may be.
- The Customer agrees not to reproduce, sell, hire or copy Course Materials (in whole or in part) and not to use such materials except for the purposes of internal post Course reference.

10. LIMITS OF LIABILITY

- Stewart First Aid Training Ltd's entire liability and that of its employees and consultants and the Customer's sole remedies in respect of any claim under this contract or otherwise shall be limited to damages which, save as otherwise provided, shall be limited to the value of any fees payable for any Course booked.
- Nothing in this contract shall limit or exclude Stewart First Aid Training Ltd's liability for death or personal injury caused by the negligence of Stewart First Aid Training Ltd or its employees in the performance of any of its obligations under this contract.
- Stewart First Aid Training Ltd will under no circumstances be liable to the Customer for any loss of profits howsoever caused, loss of goodwill or business interruption.
- Stewart First Aid Training Ltd, its employees, agents and consultants shall not be liable for any and all liability and loss, damages, costs, legal costs,

professional and other expenses of any nature whatsoever incurred or suffered by the Customer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the Customer by any third party claiming relief against the Customer by reason of the use to which the instruction and advice obtained on any Course is put by the Customer or by any party with the authority of the Customer.

11. LOSS AND DAMAGES

- Personal belongings and items belonging to or in the possession of the Customer or any Delegate brought onto Stewart First Aid Training Ltd's premises are the sole responsibility of the owner and Stewart First Aid Training Ltd accepts no responsibility for such items.
- Delegates using any car parking facilities provided at any Stewart First Aid Training Ltd premises do so entirely at their own risk and Stewart First Aid Training Ltd does not accept any responsibility for damage, accident or loss resulting from such usage.
- Stewart First Aid Training Ltd are not responsible for and cannot be held liable for accidental damage to Customer property used during on-site first aid courses.

12. COMPLAINTS

If you are not satisfied with the service you have received you have the right to complain. Please contact: The Managing Director, Stewart First Aid Training Ltd, Atlantic House, 45 Hope Street, Glasgow G2 6AE, Telephone: 0800 163 209, Email: info@stewartfirstaid.com.

13. CALL RECORDING

Please note that all calls into and out of Stewart First Aid Training are recorded for training and quality purposes.