



St John Ambulance - Booking Terms and Conditions

1 Information about us and how to contact us

1.1 Who we are: We are St John Ambulance a company registered in England and Wales. Our company registration number is 3866129 and our registered office is at St John's Gate, Clerkenwell, London, EC1M 4DA. Our registered charity number is 1077265/1.

1.2 How to contact us: You can contact us by telephoning our booking team on 0344 770 4800 or by writing to us at workplace-training@sja.org.uk.

1.3 How we may contact you: If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your booking. We may from time to time contact you using alternative communication channels, which may include social media, web chat or SMS.

1.4 "Writing" includes emails: When we use the words "writing" or "written" in these terms, this includes emails.

2 These terms

2.1 What these terms cover: These are the terms and conditions on which we supply training services to you.

2.2 Why you should read them: These terms tell you who we are, how we will provide training services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. If you are a National Account customer, please refer to your Training Services Agreement.

2.3 Are you a business customer or a consumer? You may have different rights under these terms depending on whether you are a business or consumer. You are a consumer if: you are an individual; and you are buying training services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

3 Booking a course

3.1 How we will accept your booking: Our acceptance of your booking will take place when we email you with a booking confirmation, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your booking: If we are unable to accept your booking, we will inform you of this and will not charge you for the training course. This might be because the training course is fully booked, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the training course.

3.3 Your booking reference number: We will assign a booking reference number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking reference number whenever you contact us about your booking.

3.4 Your responsibility to book the correct training course: You acknowledge that you are responsible for the selection of the training course.

4 Your rights to make changes

If you wish to make a change to the training course you have booked please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the training course, the timing of the training course or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5 Our rights to make changes

5.1 Minor changes to the training courses: We may change the training courses to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the training course.

5.2 More significant changes to the training courses and these terms: In the event that we need to make significant changes to the training course or these terms, we will notify you and you may then contact us to transfer the booking to another individual at no cost or to transfer your booking to another course (for which a transfer fee may be payable).

6 Transferring your booking

6.1 Please contact us on 0344 770 4800 or workplace-training@sja.org.uk if you wish to transfer your booking to another individual or training course.

6.2 If you wish to transfer your booking on a specific training course to another individual, this is not subject to any transfer fee.

6.3 If you wish to transfer your booking from one training course to another training course, this is subject to a fee as set out below, transfer fees are subject to VAT:

In the case of transfer:

- More than 4 weeks before the training course is due to commence: First transfer at no charge; subsequent transfer: 25% of amount charged
- Between 2-4 weeks before the training course is due to commence: 25% of booking fee will be charged as a transfer fee
- Less than 2 weeks before the training course is due to commence: 50% of booking fee will be charged as a transfer fee

6.4 Any transfer of booking will not be completed until you have received an email confirming your booking onto an alternative training course; or the individual to whom you are transferring your booking has received an email confirming their booking.

6.5 Nothing in these terms allows you to resell or offer for resale at a premium, your booking on the training course unless expressly authorised by us. These are grounds for cancellation by us.

7 Providing the training course

7.1 Suitability for the training course: Please note it is your responsibility to ensure that you or any individuals you book on the training course are free from any condition which would affect your or their capability to undertake the chosen training course, and that you or they have the aptitude to cope with an intensive course of study. We welcome students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. St John Ambulance would welcome in advance, for setup purposes, notification of any assistance that a student is likely to need during the running of the course.

Delegates need a basic command of English (defined as Level 2). So whilst we are often able to provide support to people who for example do not have English as a first language, our ability to do so is limited by the time available and the number of people who require assistance, although we may be able to make special arrangements if requested in advance. Please contact us if you need any guidance.

7.2 Training course information: During the booking process we will let you know when and where the training course will be taking place. We will provide joining instructions at least 4 weeks prior to the training course.

7.3 We are not responsible for delays outside our control: If the training course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay we will use reasonable endeavours to book you onto an equivalent training course.

7.4 What will happen if you do not give required information to us: We will need certain information from you so that we can supply the training course to you, for example, delegate name. If so, this will have been stated in the description of the training course on our website. We will contact you to ask for this information. Additionally, you must provide the following information: details of any assistance that you or an individual you have booked onto a training course is likely to need during the running of a course.

If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for complications on the day of the training course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.5 Resupplying a training course: If we decide in our sole discretion that a participant has not achieved the learning outcomes of the training course and/or the assessment standard, then we shall inform the participant and we reserve the right to charge for any further training or coaching over and above that provided on the training course.

8 Removal from the training course

8.1 We reserve the right to refuse to allow you, or any person booked by you, to participate, or continue to participate, in the training course if you:

- give cause for concern that your continued participation may cause offence or injury to yourself or other participants;
- do not arrive in time for the training course or any part of it;
- are deemed by us (acting reasonably) to behave inappropriately;
- are, in our reasonable opinion, under the influence of drugs and/or alcohol;
- are not dressed appropriately throughout the course;
- do not maintain appropriate personal hygiene (we recommend that no heavily scented perfumes, colognes or lotions are used); or
- do not meet the minimum age requirement for the training course.

8.2 Your removal from the training course will entitle us to end the contract as per clause 11.

8.3 Your removal from the training course under this clause 8 will not entitle you to any refund.

9 Your rights to end the contract

9.1 You can always end your contract with us: Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

9.2 Ending the contract because of something we have done or are going to do:

If you are ending a contract for a reason set out at 9.2.1 to 9.2.3 the contract will end immediately. We shall use reasonable endeavours to offer you an alternative training course. If no alternative training course is available, we will refund you in accordance with clause 10.2. The reasons are: we have told you about an upcoming change to the training course or these terms which you do not agree to; we have told you about an error in the price or description of the training course you have booked and you do not wish to proceed; or you have a right to end the contract because of something we have done wrong.

9.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013): If you are a consumer then for most products and/or services bought online you have a legal right to change your mind within 14 days and receive a refund.

9.4 How long do consumers have to change their minds? If you are a consumer you have 14 days after the day we email you to confirm your booking, this is your cooling-off period. However, if the training course takes place during the cooling-off period and you take part in the training course you cannot change your mind, even if the cooling-off period is still running.

9.5 If you need to end the contract for reasons that prevent your participation: If you are prevented from participating, for example due to injury or ill health, then you can defer your booking to another training course in the same calendar year (if the alternative training course is a higher price, you pay the difference but no transfer fee applies); or transfer your booking to another individual in accordance with clause 6. You must provide a note from a doctor to exercise these options.

9.6 Ending the contract where we are not at fault and there is no right to change your mind: You can still end the contract before it is completed. You may have to pay us compensation as follows (cancellation fees are subject to VAT):

In the case of cancellation:

- More than 4 weeks before the training course is due to commence: Full refund of booking fee
- Between 2-4 weeks before the training course is due to commence: 50% of booking fee will be refunded
- Less than 2 weeks before the training course is due to commence: The booking fee will not be refunded

In all cases, notice of cancellation must be confirmed in writing addressed to the contact details on the booking confirmation.

10 How to end the contract with us (including if you are a consumer who has changed their mind)

10.1 Tell us you want to end the contract: Phone or email customer services on 0344 770 4800 or workplace-training@sja.org.uk, providing your name, address, details of the booking and, where available, your phone number and email address.

10.2 How we will refund you: If you are entitled to a refund we will refund you the price you paid for the training course less any administration fee, by the method you used for payment. Business customers paying by invoice will have the refund credited to their account (or can contact credit-control@sja.org.uk for a refund instead, providing account code, invoice/credit note number and bank details).

10.3 When your refund will be made: As soon as possible. Consumers exercising their right to change their mind will be refunded within 14 days of notifying us.

11 Our rights to end the contract

11.1 We may end the contract if you break it, for example if: we remove you (or any person booked by you) from the training course under clause 8.3; you do not make any payment when due; you do not, within a reasonable time, provide necessary information; or a participant arrives late or is absent from any session (we reserve the right to refuse to accept the participant if we decide they will gain insufficient knowledge or skill in the time remaining — attendance at all sessions is mandatory to conform with HSE requirements for statutory certificates).

12 If there is a problem

If you have any questions or complaints about the training course, please contact us — telephone 0344 770 4800 or write to workplace-training@sja.org.uk.

13 Price and payment

13.1 Where to find the price for the training course: The price (shown excluding and including VAT) will be the price indicated on the booking pages when you made your booking.

13.2 What happens if we got the price wrong: Where the correct price at your booking date is less than our stated price, we will refund the difference. If the correct price is higher, we will contact you for instructions. If a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund any sums paid.

13.3 When you must pay and how you must pay: We accept American Express, Mastercard, VISA credit cards and VISA debit cards. You must pay the full price when booking through our website.

13.4 Our right of set-off if you are a business customer: Business customers must pay all amounts due in full without any set-off, counterclaim, deduction or withholding (other than tax deductions required by law). Invoices require a valid purchase order number and are payable within 30 days of the invoice date.

14 Our responsibility for loss or damage suffered by you if you are a consumer

14.1 We are responsible for foreseeable loss and damage caused by our breach of these terms or failure to use reasonable care and skill, but not for unforeseeable loss.

14.2 We do not exclude or limit liability where unlawful to do so — including death or personal injury caused by negligence, fraud, or breach of your legal rights.

14.3 We are not liable for business losses if you use the training course for commercial purposes (liability limited as per clause 15 in that case).

14.4 Nothing in these terms waives your statutory rights.

15 Our responsibility for loss or damage suffered by you if you are a business

15.1 Nothing in these terms shall limit or exclude liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of terms implied by section 2 of the Supply of Goods and Services Act 1982; or any matter which cannot lawfully be excluded.

15.2 Except as expressly stated in clause 13, all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to 15.1: we shall not be liable for loss of profit or any direct, indirect or consequential loss; our total aggregate liability for all other losses shall be limited to 100% of the total sums paid for training courses under the contract.

16 How we use personal data

16.1 If you are a consumer: St John Ambulance is the data controller (data protection register no. Z7376592). We use your name and contact details to take bookings, send joining instructions, provide training and issue certificates. Externally accredited courses have outcomes shared with the awarding body (who becomes data controller for that information). We use external companies to issue certificates under written contracts. We send refresher/expiry reminders (opt-out available). We keep information for 5 years after course completion. Contact the Data Protection Officer at data-protection@sja.org.uk for data requests, or the ICO (0303 123 1113 / casework@ico.org.uk) for complaints.

16.2 If you are a business customer: You are the Data Controller and St John Ambulance is the Data Processor. We use personal data only for the agreed purpose or your instructions, notify you of any conflicts with data protection legislation, keep data secure, ensure staff reliability and training, don't transfer

data outside the EEA without written instruction, notify you within 24 hours of a data breach or Subject Access Request, use external certificate-issuing companies under written contract, don't authorise further sub-processors without consent, facilitate audits, and delete/return data on instruction (default retention 5 years).

Awarding Bodies

- Professional Drivers First Aid – Joint Approvals Unit for Periodic Training
- Risk Assessment – British Safety Council
- Working and Managing Safely – Institute of Occupational Safety and Health
- Mental Health First Aid – Mental Health First Aid England

18 Intellectual Property Rights and Confidential Information

18.1 We may distribute materials during a training course; all IP rights in such materials are owned by us.

18.2 Participation does not confer any IP rights to use, alter, copy or deal with SJA symbols, trademarks, logos or IP.

18.3 Confidential information disclosed to you must not be disclosed to any person, except as required by law, court order, or governmental/regulatory authority.

19 Other important terms

19.1 We may transfer this agreement to another organisation (we will notify you).

19.2 You need our written consent to transfer your rights.

19.3 This contract is between you and us only (save where an employer books for employees) — no other person has rights to enforce its terms.

19.4 If a court finds part of this contract illegal, the rest will continue in force.

19.5 Delay in enforcing this contract does not prevent us enforcing it later.

19.6 **Freedom of Information:** Public Authorities must notify us immediately of any FOIA request regarding us, and consult with us on exemptions. We agree to cooperate.

19.7 For business customers, these terms constitute the entire agreement; no reliance on statements outside these terms.

19.8 **Consumers:** Governed by English law; consumers can bring proceedings in English courts (Scotland: Scottish or English courts; Northern Ireland: Northern Irish or English courts).

19.9 **Business customers:** Governed by the law of England and Wales, with exclusive jurisdiction of the courts of England and Wales.