



Course Booking Form For Training Courses : Birmingham

1. invoice address for organisation or private individual

Organisation name:	<input type="text"/>	Order no.:	<input type="text"/>
Invoice address:	<input type="text"/>	Contact name:	<input type="text"/>
	<input type="text"/>	Position/Dept:	<input type="text"/>
	<input type="text"/>	Tel no.:	<input type="text"/>
	<input type="text"/>	Fax no.:	<input type="text"/>
Postcode:	<input type="text"/>	Email:	<input type="text"/>

2. Names of persons attending the course

Forename:	<input type="text"/>	Surname:	<input type="text"/>	Date of birth:	<input type="text"/>
Forename:	<input type="text"/>	Surname:	<input type="text"/>	Date of birth:	<input type="text"/>

3. Course details

Course:	<input type="text"/>	Start date:	<input type="text"/>	End date:	<input type="text"/>	Sub total:	£ <input type="text"/>
Course daily start time: 08:30 hrs. Course daily finish time: 16:30 hrs						VAT: 20%:	£ <input type="text"/>
The start date is the first day you attend training at Lifeskills Medical UK Training Centre.						Total:	£ <input type="text"/>

4. Course payment method

BACS payment transfer:	<input type="checkbox"/>	BACS payment transfer to be made to:
Invoice my organisation (not available to private individuals):	<input type="checkbox"/>	Account: Lifeskills Medical UK Ltd
Cheque to "Lifeskills Medical UK Ltd" enclosed for the total amount:	<input type="checkbox"/>	Bank code: 30 63 94
Debit the credit/debit card shown below:	<input type="checkbox"/>	Account No: 23352068
Card no.:	<input type="text"/>	Cheques to: Lifeskills Medical UK Ltd
Card valid from:	<input type="text"/>	Address: Lifeskills Medical UK Ltd
Expires end :	<input type="text"/>	3-10 Flexspace Business Centre
Card security number (last 3 digits on back of card):	<input type="text"/>	Middlemore Road
		Birmingham
		B21 0BN

5. Agreement confirmation and signature. Completion of this Document is your Purchase Order

Lifeskills Medical UK Ltd will supply a training course as shown in section 3 above, in accordance with its Terms and Conditions of Sale & Supply (LSMTC018 v010: 01 Jul 2017) a copy of which accompanies this document.

Signed: L. M. Woodend
Lifeskills Medical (UK) Ltd

The details above are correct, and I agree to the received Terms and Conditions of Sale & Supply (LSMTC018 v010: 01 Jul 2017):

Name: Date: Signed:

LIFESKILLS MEDICAL (UK) LIMITED
TERMS AND CONDITIONS OF SUPPLY
Version: 010. Effective From: 01 July 2017

- 1. General.**
- 1.1 These Terms and Conditions of Supply, and the Contract into which they are incorporated contain the terms and conditions which the Seller and the Buyer agree to, and subject to clause 1.2 to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer whether on a purchase order or otherwise, unless the Seller expressly accepts in writing the applicability of other terms.
- 1.2 Unless otherwise expressly agreed in writing by the Seller, no terms or conditions endorsed on a Purchase Order, specification, or similar document will form part of the Contract between the parties. By placing a Purchase Order with the Seller, the Buyer acknowledges the applicability of these Terms and Conditions of Supply.
- 2. Buyer.**
- 2.1 This is the person, business, company or organisation that has submitted an Order for the placement of a Learner on a Training Course, or for Goods, or other Services from the Seller, and from whom payment in full or part is required or has been received by the Seller.
- 2.2 The Buyer acknowledges that it has entered into a Contract, whereby it will be subject at all times to the Terms and Conditions of Supply of the Seller including any Schedules or Appendices.
- 3. Seller.**
- 3.1 This is Lifeskills Medical UK Limited company number 07692619 having its registered office at 10 Hanover Street, Bromsgrove, Worcestershire B61 7JH.
- 4. Formation of Contract.**
- 4.1 This is the agreement between the Buyer and the Seller for the provision of one or more Training Courses, Goods or other services.
- 4.2 There shall be no binding Contract between the Seller and the Buyer until the Seller accepts the Buyer's Purchase Order by an acceptance of the same.
- 4.3 The Contract comprises the Purchase Order from the Buyer (which must be consistent with the most recent and relevant Quotation which the Buyer has received from the Seller), these Terms and Conditions of Supply (a copy of which was annexed to the Quotation or Purchase Order) and the acceptance of that offer by the Seller which acceptance to be binding on the Seller must be in writing including email. In default of a written acceptance from the Seller a Contract has not been brought into existence.
- 5. Training Course.**
- 5.1 This is a course of learning with Course Content determined by the Seller in conjunction with an Awarding Organisation if applicable, run by or on behalf of the Seller (and includes Open Training Courses and Dedicated Training Courses).
- 5.2 A Dedicated Training Course is either a Training Course where the Course Content is designed for the needs of a particular Buyer and is provided for that Buyer and its nominated Learners, or it is a Training Course provided for a particular Buyer and does not permit inclusion by Learners from other organisations.
- 5.3 An Open Training Course is a Training Course for Learners generally and not for a particular Buyer.
- 5.4 Each Training Course consists of a specified number of subject guided learning hours made up of directed study or non-directed study during which a Learner is required to be studying, receiving, and learning knowledge, and undertaking practical skills training as appropriate to the Course Content. Each Training Course is designed to train and assess the Learner to a level of achievement and competence in order to meet learning outcomes as determined by the appropriate Awarding Organisation.
- 5.5 A Training Course may be held in any country as determined by the Seller, (notwithstanding restrictions imposed by Awarding Organisations for certain qualifying Training Courses), and may be conducted on premises provided by the Seller, the Buyer (with the Sellers' approval), or at a Seller approved third-party venue. The location and duration of each Training Course shall be communicated to the Buyer at the time of quotation or confirmation of supply.
- 6. Training Course Start Date.**
- 6.1 This is the date so called as communicated by the Seller to the Buyer by written or electronic means including facsimile or email prior to the start date, and shall be the first day of physical attendance on the Training Course at the location as advised by the Seller.
- 6.2 Where a Training Course includes a stated period of home based pre-course learning, the Training Course start date shall be the date of commencement of the period of home based pre-course learning.
- 6.3 Notwithstanding clause 6.2, the Training Course Start date for the purpose of the Formation of Contract between the Buyer and the Seller shall be that as stated in clause 6.1.
- 7. Course Content.**
- 7.1 This is the set of classes or plan of study comprising learning objectives, assessment, and instructional strategies to achieve learning outcomes.
- 8. Learner.**
- 8.1 This may be the Buyer or a person nominated by the Buyer who has, is, or shall be undertaking a Training Course.
- 9. Qualification.**
- 9.1 This is the written proof of Learner achievement issued to the Buyer directly from the Seller, or given by the relevant Awarding Organisation and issued through the Seller.
- 9.2 The period of qualification, where applicable, shall be shown on the qualification certificate.
- 9.3 Qualification shall be made complete only upon full cleared payment of the relevant Course Invoice.
- 9.4 Where re-qualification Training is required, either the Buyer at the time of Purchase Order for re-qualification Training or the Learner at the time of attendance on the Training Course must present valid and in-date original documentary proof of the same qualification previously undertaken. If this is not presented then the Learner will not be permitted to attend the re-qualification Training Course and any monies already paid in connection with that Learner and such course will not be refundable, and any remaining monies outstanding will remain payable.
- 10. Awarding Organisation.**
- 10.1 This is an organisation that designs, develops, and awards the recognition of learning outcomes (knowledge, skills and/or competences) of an individual following an assessment and quality assurance process.
- 11. Course Price.**
- 11.1 This is the agreed monetary amount payable as either per Learner or for the provision of a course to a number of Learners by the Buyer to the Seller for the provision of a Training Course.
- 12. Purchase Order.**
- 12.1 This is an offer by the Buyer (whether the Buyer is an individual or not), for the purchase of a Training Course, Goods, or Other Services specified, from the Seller in accordance with and subject to these terms and conditions.
- 12.2 Where the Buyer is an individual who has completed a Seller's application form to attend a Training Course themselves, the completed application form will form the Purchase Order.
- 12.3 A Purchase Order may be received by post, email, facsimile, or by on-line ordering. A Purchase Order received orally by telephone or in person, or by phone text, will be considered as a provisional order only until such time as a written Purchase Order is received by the Seller.
- 12.4 The Purchase Order will be deemed accepted by the Seller upon the first of the following to occur:
 - (i) the Seller making, signing, or delivering to the Buyer any letter, form, or other writing or instrument acknowledging acceptance, or:
 - (ii) any performance by the Seller under the Purchase Order, or:
 - (iii) the passage of five (5) Clear Working Days after Seller's receipt of the Purchase Order without written notice to the Buyer that the Seller does not accept the Purchase Order.
- 12.5 The Purchase Order, together with any documents incorporated herein by reference, constitutes the sole and entire Contract of the parties with respect to the Purchase Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order, unless a separate overriding written Contract has been entered into and signed by the parties.
- 12.6 Unless otherwise agreed in writing with the Seller, the Buyer shall not be entitled to cancel any Purchase Order issued to the Seller once that Purchase Order has been accepted by the Seller in accordance with clause 12.4.
- 13. Goods and Supply Of Goods.**
- 13.1 This is goods of any sort which are ordered by the Buyer from the Seller.
- 13.2 Where the Seller at the request of the Buyer supplies any Goods to the Buyer, the Seller shall be entitled to invoice the Buyer for such goods at its current price for those Goods and unless agreed otherwise, the price the Buyer shall pay for Goods is exclusive of Costs including but not restricted to packaging, insurance and carriage. The Buyer shall pay that price (together with VAT thereon if applicable) to the Seller within 30 calendar Days of the date of such Invoice.
- 13.3 It is the Buyer's responsibility to ensure that Goods are suitable for its intended purpose The Seller gives no warranty that any goods will be suitable for the purpose intended by the Buyer and any and all implied warranties as to suitability are hereby excluded to the full extent permitted by the applicable law.
- 13.4 Risk of loss of or damage to any Goods supplied by the Seller to the Buyer passes to the Buyer on physical delivery. Notwithstanding delivery and the passing of risk, title to and property in Goods supplied by the Seller to the Buyer shall not pass to the Buyer but shall remain with the Seller until full cleared payment of the whole of the price relating thereto together with any applicable interest and compensation as referred to in clause 22.1 is received by the Seller.
- 13.5 The Seller will use all reasonable endeavours to deliver Goods to the Buyer on time, however the Seller will have no liability to the Buyer if delivery dates are not met. The Buyer agrees not to withhold any monies payable to the Seller on the grounds of late delivery.
- 13.6 Defects or problems with Goods delivered must be notified in writing by the Buyer to the Seller within 5 calendar days of delivery. The Seller shall not be liable to refund the Buyer for returned Goods which are not in their original packaging, or where documentation or items are not returned, or where Goods have not been used for their intended purpose, repaired or altered.
- 13.7 Textbooks or other written materials supplied by the Seller to the Buyer are not refundable unless they are items incorrectly despatched by the Seller.
- 13.8 Any Purchase Order for Goods which has been accepted by the Seller may not be cancelled by the Buyer without the prior written consent of the Seller which may be granted or refused by the Seller at its sole discretion and if granted may be granted subject to such conditions as the Seller might think fit.
- 13.9 Purchase Orders for Goods are accepted subject to the availability of these Goods and where applicable, the Buyer producing any necessary licence, permit, or authority to receive the Goods.

- 14. Other Services.**
14.1 This is the provision of any service by the Seller that does not fall into the category of a Training Course or Goods.
- 15. Quotation.**
15.1 This is a written statement from the Seller to the prospective Buyer, in reply to an enquiry, giving details regarding the provision of a Training Course, Course Price, Learner placement on a Training Course, or for Goods, or other services, including any Costs.
15.2 Unless otherwise stated by the Seller, Quotations are valid for 42 calendar days from the date of the Quotation.
- 16. Clear Working Day.**
16.1 This is a complete period of 24 hours (excluding weekends and bank holidays), beginning and ending at midnight, excluding the day the notice is received and the first day on which the Training Course or other service provided is to be held.
- 17. Costs.**
17.1 This is the applicable expenses that apply in addition to the Course Price which the Seller is entitled to charge to the Buyer, including but not limited to administration, documentation, use of equipment and other course materials, certification, carriage, travel and accommodation.
17.2 Costs related to non United Kingdom Contracts will be chargeable where a tax, levy or other obligation of a like nature is applicable or due to variance in the rate of exchange of Sterling and the currency of the country in which a Training Course, supply of Goods or other services has been or is to be provided.
- 18. Funding.**
18.1 Where applicable, the Seller reserves the right to claim third party education funding in respect of a Training Course through authorised funding providers. Such funding shall be used in accordance with the funding provider's requirements.
18.2 Notwithstanding the possible availability of such funding, the organisation providing funding is not the Buyer. The Buyer as identified in Clause 2.1 remains liable for the full payment of the Course Price until any such funding is received by the Seller.
- 19. Ministry of Defence Enhanced Learning Credits.**
19.1 Where a Purchase Order for a Learner placement on a Training Course involves a claim by the Buyer to reduce or offset the Price to the Buyer by claiming the use of Ministry of Defence Enhanced Learning Credits funding through the Enhanced Learning Credits Administration Service (ELCAS), the Buyer's contribution of the Price must be paid in full to the Seller no later than 30 Working Days prior to the start of the Training Course on which they are allocated.
19.2 Subject to Clause 18.1, for ELCAS funding purposes only, the Training Course Start Date shall be the date on which the Learner attends the Training Course venue as notified by the Seller. Any period of home-based pre-course learning is not admissible as ELCAS funded time spent on the Training Course.
19.3 Subject to Clause 18.2, the Seller will in accordance with ELCAS procedures, apply for the Enhanced Learning Credits payment from ELCAS on the first day of the Training Course, where the Learner is confirmed as being present and has commenced the Training Course.
19.4 Notwithstanding that ELCAS funding has been or is to be applied for, the Buyer remains wholly responsible for paying the Course Price. If the Seller has not received the ELCAS payment in full within 10 Clear Working Days of the Training Course Start Date, then the Buyer will be liable to pay the balance of the Course Price for which an Invoice shall be issued to the Buyer.
19.5 Subject to Clause 18.2, if the Buyer cancels the Learner place on a Training Course giving less than 22 Clear Working Days written notice to the Seller prior to the Training Course start date, for any reason other than having received an official Ministry of Defence directive that the Learner is required for Ministry of Defence purposes during all or part of the period during which Training Course is to be held, then the Buyer shall be responsible for payment of the whole of the applicable Course Price, this amount being due for payment in full, not later than 30 calendar days after the date of the relevant invoice.
- 20. Invoice.**
20.1 This is the document issued by the Seller to the Buyer relating to a sale transaction and indicating the Training Course, Goods, or Other Services, quantities, and agreed Prices for indicating the Training Course, Goods, or Other Services provided by or to be provided by the Seller to the buyer.
20.2 The Invoice states the Course Price, Goods supplied and quantity thereof, or Other Services provided and any Costs (in each case together with VAT where applicable) in the currency denomination payable by the Buyer directly to the Seller. Invoice payment terms shall be clearly shown on the Invoice, and may be pro-forma or post-supply, as determined solely by the Seller.
20.3 Where a pro-forma invoice is provided, the full amount of the Invoice shall be paid so that it received by the Seller in cleared funds no later than the required date as shown on the Invoice.
20.4 Where a post-supply Invoice is provided, the full amount of the Invoice shall be paid so that it received by the Seller in cleared funds no later than 30 calendar days from date of Invoice.
20.5 The Buyer shall not be entitled to withhold payment of any amount due under the Contract in respect of any disputed claim for damage relating to the Training Course, Goods or Other Services, or in respect of any other alleged breach of Contract by the Seller, nor shall the Buyer be entitled to set-off any monies for which the Seller disputes liability against any amount due or payable to the Buyer under the Contract.
- 21. Booking Deposits for Training Courses.**
21.1 Unless otherwise agreed in writing, a non-refundable booking deposit of £500 per Learner shall be immediately payable to the Seller by the Buyer for placement of a Learner on an Open Training Course where the Purchase Order concerned has been accepted by the Seller under clause 11.4.
- 21.2 Unless otherwise agreed, a non-refundable booking deposit of £800 per Learner shall be immediately payable to the Seller by the Buyer for placement of a Learner on a Dedicated Training Course where the Purchase Order concerned has been accepted by the Seller under clause 11.4.
- 22. Late Commercial Payment: Charging Interest and Debt Recovery.**
22.1 Late payment of invoices shall incur late payment compensation and statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
22.2 Where a pro-forma Invoice for an Order for a Training Course, Goods, or Other Services has been sent to the Buyer by the Seller, and full cleared payment is not received by the Seller in accordance with the agreed payment terms prior to the Training Course start date, or the date for supply of Goods, or other services, the Seller may at its discretion cancel the Training Course, supply of Goods, or Other Services (as the case may be). The Buyer will be liable for all reasonable costs, losses and expenses that the Seller may incur or may have incurred arising out of or connected with such cancellation.
- 23. Cancellation of a Purchase Order.**
23.1 Cancellation of a Dedicated Training Course must be received in writing by the Seller from the Buyer no later than 22 clear Working Days prior to the Training Course start date. Where less than 22 clear Working Days notice prior to the Training Course start date have been given in writing cancelling the Training Course, the Buyer will remain liable to pay the whole of the Course Price for that Training Course. Where a clear 22 Working Days notice has been received by the Seller, no monies other than any paid non-refundable booking deposit shall be liable from the Buyer.
23.2 Notwithstanding clause 22.1, with the written agreement of the Seller, a Dedicated Training Course for a Buyer, may be postponed until a later date agreed by both the Seller and the Buyer without additional Training Course charges being incurred by the Buyer.
23.3 Cancellation of a Learner on an Open Training Course must be received in writing by the Seller from the Buyer no later than 22 Clear Working Days prior to the Training Course start date. Where less than 22 Clear Working Days notice prior to the Training Course start date have been given in writing cancelling the Training Course, the Buyer will remain liable to pay the Price of the Training Course.
23.4 Where, in respect of a Learner on an Open Training Course, 22 Clear Working Days notice has been received by the Seller, no monies other than any paid non-refundable booking deposit shall be liable from the Buyer.
23.5 The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013, are not applicable in relation to services including Training Courses where specific dates and times of Training or other services are notified by the Seller, and agreed by the Buyer.
- 24. Suitability of a Learner for Inclusion on a Training Course.**
24.1 The Seller shall endeavour to provide accurate general advice, as far as the Seller is aware at the time of enquiry, as to the suitability of a Training Course for the aims described to it by the Buyer or Learner.
24.2 Notwithstanding Clause 20.1, it is the responsibility of the Buyer to determine before placing a Purchase Order:
(i) the appropriateness of the Training Course for the Buyer's needs, and the suitability of the Learner to undertake the training concerned, and;
(ii) that the Learner has the capability to cope with an intensive course of study and the ability to cope with the type of activities included in the training concerned.
24.3 Where applicable, the Buyer must ensure that the Learner complies with all required Training Course pre-entry qualification and disclosure requirements. Failure to do so may invalidate the Learner's suitability to undertake training, resulting in removal of the Learner from the Training Course. In those circumstances the Buyer will remain liable to pay the whole of the Course Price relating to that Learner for that Training Course.
24.4 For certain Training Courses specified by the Seller, and with the written authorisation of the Seller, the Buyer may send a named suitable Learner as a replacement for a Learner originally nominated, provided that any person-specification, pre-entry criteria, and pre-course learning has been completed by the replacement Learner as per the requirements for the original Learner.
24.5 The Seller reserves the right to Invoice the Buyer for additional administrative Costs incurred by the Seller where a suitable replacement Learner is accepted by the Seller on to a Training Course. It is the responsibility of the Buyer to pay such Costs promptly.
24.6 Where a pre-requisite to Learner acceptance on a Training Course is that an essential qualification, certification, licence, level of education, or skills level is required and is required to be demonstrated or documented in order to undertake the Training Course, it is the responsibility of the Buyer to ensure that any such pre-requisites are in place, in date, and held prior to the commencement date of the Training Course, and presented to the Seller on demand.
24.7 Failure to achieve or present required qualification, certification, licence, level of education or skills level prior to the start of the Training Course will disqualify the Learner from undertaking the Training Course, and the Buyer will remain liable to pay the whole of the Course Price relating to that Learner for that Training Course.
24.8 Offences recorded through the Disclosure and Barring Service, or where a criminal charge has been issued but not yet heard in a court of law, may restrict or invalidate employment within certain organisations. It is a requirement for the Learner to declare all past criminal convictions and pending charges to the Seller prior to attending the Training Course. It is the responsibility of the Buyer to advise its selected Learners of their responsibility to comply with this requirement.
24.9 Failure by the Learner to comply with clause 24.8 may lead to disqualification of the Learner from undertaking the Training Course, or removal from an existing Training Course. The Buyer will remain liable to pay the whole of the Course Price of the Learner for the Training Course.
- 25. Re-assignment and Transfer of Training Course Placements.**
25.1 The rights and interest of the Buyer under any Contract shall not be assigned or transferred, by the Buyer, in whole or in part without the prior written consent of the Seller.

- 25.2 Where written notice of the same has been given by the Buyer to the Seller of less than 22 Clear Working Days notice prior to the relevant Training Course start date, the Seller may at its discretion allow a Learner to transfer to a later Training Course of the same type at no additional Cost to the Buyer, provided the Buyer has paid the Training Course Price Invoice in full for the original Training Course.
- 25.3 Notwithstanding clause 25.2, only one transfer of a Learner on a Training Course to such a later Training Course shall be permitted.
- 25.4 No refund of all or part of the Training Course Price shall apply if at any time the transfer of a Learner onto a later Training Course is cancelled by the Buyer for any reason.
- 25.5 At no time either before or after payment of part or all of the Price of the Training Course shall the Buyer or Learner gift, resell or transfer a Training Course or a Learner place on a Training Course to a third party for any reason, including that of attempting to reclaim from the third party or the Buyer, monies paid in part or full for the Training Course.
- 25.6 If for reasons outside the control of the Seller an insufficient number of expected Learners attend a Training Course, the Seller may at its discretion, reschedule the remaining part of that particular Training Course without the Seller thereby incurring any liability to the Buyer.
- 26. Learner Deferment During Education and Training.**
- 26.1 The Seller shall not be held liable for the re-imbursement of monies or for a future Training Course placement to a Learner who does not achieve the required learning outcomes of the Training Course programme, where it can be shown that the Seller provided the correct facilities and assistance for that training Course to enable the Learner to meet the Training Course assessment criteria.
- 26.2 Where it is determined by the Seller and/or the appropriate Awarding Organisation that after the Training Course, a Learner has not achieved the learning outcomes of the Training Course programme, the Seller will discuss with the Buyer the possibility of and the price for giving certain further training to the Learner, if it is felt by the Seller that with such further training it is reasonably likely that the Learner would be able to achieve the required standard.
- 27. Removal of a Learner from Training.**
- 27.1 To conform with Awarding Organisations' requirements for qualification, attendance at all Training Course sessions is mandatory unless otherwise stated by the Seller. The Buyer acknowledges that if a Learner repeatedly arrives late for any part of a Training Course, or is repeatedly absent, from Training, the Seller reserves the right to refuse to accept the Learner for further Training on that particular Training Course if it is considered by the Seller that the Learner will gain insufficient knowledge or skill in the time remaining. The full training Course Price shall remain payable to the Seller by the Buyer. Any further Training will be charged to the Buyer at normal Price plus any Costs.
- 27.2 Without prejudice to other rights of the Seller, the Seller may without thereby incurring any liability to the Buyer or Learner, terminate this Contract by posting a notice of termination to the address of the Buyer if the Buyer is:
- in breach or fails to comply with the provisions of this Contract, or;
 - is adjudged bankrupt or has a bankruptcy petition issued against him or her where monies are still owed by the Buyer to the Seller.
- 27.3 Where a Learner has been permanently removed from a Training Course for any reason, this will result in non-completion of the Training Course and its learner outcomes, and subsequent non-issue of Qualification. For externally awarded Ofqual regulated Qualifications, completed whole units only, within the programme may be recognised.
- 27.4 Where a Training Course has started and for exceptional reasons, during the Course, the Learner is unable to complete Training due to the occurrence of an acute medical condition during the Training Course, or for immediate family compassionate reasons, then an alternative date may at the sole discretion of the Seller be offered to enable the Learner to complete the remaining part of the same type of Training Course.
- 27.5 Notwithstanding clause 27.3, and clause 27.4, the Buyer accepts liability to pay the full Price of the Training Course to the Seller.
- 28. Learners with Disabilities.**
- 28.1 The Buyer must give to the Seller as soon as possible (and in any event not less than ten (10) clear Working Days) advanced notice of a Learner who has a disability, together with such information as the Buyer may have of the type of additional assistance the Learner may require in order to allow for such disability. If in any particular case such requirements to accommodate the Learners needs cannot be made in the time available before the start of the Training Course concerned, then the Seller reserves the right to require the Learner to join a later course.
- 28.2 The Seller shall endeavour as far as it is reasonable and practically able to do so, to accommodate and support a Learner with disabilities whilst on a Training Course. However it is the responsibility of the Buyer to ensure that a Learner with disabilities is not entered for a Training Course where in consequence of their disability the Learner will be unable to cope with the Training Course including any practical work, or will be severely restricted in completing the programme learning outcomes, resulting in inability to achieve qualification.
- 28.3 Subject to Clause 28.8, the Seller reserves the right to Invoice the Buyer for any additional Costs that would be considered to be in excess of those deemed reasonably acceptable for the Seller to bear in order to provide specialist equipment and/or personnel to meet the additional needs of and assist the Learner with their disability whilst on a Training Course.
- 29. Learner Accommodation Whilst On A Training Course.**
- 29.1 On request, the Seller may provide the Buyer with details of local hotels or similar temporary accommodation for Learner use whilst on a Training Course. No particular recommendation or endorsement of accommodation is stated or implied and the Buyer must make its own enquiries in relation to and rely on its own judgement concerning any such accommodation. Arrangement of accommodation is an independent matter between the Buyer and the accommodation, and the Seller shall not be held liable for any inadequacies of such accommodation or for any loss or damage suffered or incurred by the Buyer arising in any way out of or connected with any Learner using such accommodation.
- 30. Security of Personal Belongings.**
- 30.1 Whilst attending any Training Course at any location The Seller accepts no responsibility for the damage or loss of personal belongings of a Buyer or Learner howsoever caused. It is the responsibility of the Buyer to communicate this information to its Learners in whatever format the Buyers deems appropriate.
- 31. Publicity.**
- 31.1 Unless otherwise agreed with the Buyer, the Seller may use photographs, sound, or video recordings of a Learner undertaking Training, for the purposes of staff training, or for advertising purposes and the Buyer must ensure that all of its Learners are aware of this and have expressly agreed to it. No royalty fees will be paid to the Buyer or Learner by the Seller in respect of such material being used.
- 32. Health and Safety.**
- 32.1 The Seller undertakes dynamic risk assessment for each Training Course and for other services. The Learner will be advised of known or identified hazards which may be present during a Training Course or other activity, and procedures they must follow to eliminate or minimise the risks pertaining to such hazards. It is the Buyer's responsibility to ensure that whilst attending a Training Course the Learner shall comply with the Sellers:
- Health and Safety notices,
 - written or verbal warnings, and
 - lawful instructions.
- 33. Liability.**
- 33.1 Nothing in these Terms and Conditions of Supply or otherwise in the Contract, shall be taken to exclude or limit the liability of the Seller for:
- fraud or fraudulent misrepresentation.
 - personal injury to or the death of a natural person caused by the negligence of the Seller or any person for whom the Seller is vicariously liable, or
 - any other loss, damage or liability for which liability may not be limited or excluded under the applicable law.
- 33.2 Subject always to clause 33.1, the Seller shall not be liable to the Buyer or any Learner whether in contract or in tort including negligence or for breach of statutory duty for:
- delay in the provision or delivery of any Training Course or goods or other services.
 - loss of contracts or opportunity.
 - loss of anticipated saving.
 - loss of turnover or profit.
 - damage to reputation.
 - indirect, consequential, exemplary or special loss and or damage of any sort, arising out of or connected in any way with:
 - any Training Course or the failure to provide such Training Course.
 - the information given, skills taught, knowledge imparted, or procedures taught or omitted during such course.
 - Goods or Other Services provided or not provided.
 - the treatment of any Learner.
 - the administration of any Training Course.
- or howsoever otherwise arising except insofar as such liability cannot be lawfully excluded under the applicable law.
- 33.3 The Seller shall not be liable for injury or damage resulting from Training Course equipment use or failure, where a Learner has failed to comply with the use and/or operation of such equipment in accordance with:
- the equipment manufacturer's instructions.
 - the lawful instructions and methods of use communicated by the Seller.
 - general safety precautions,
- 33.4 Without prejudice to the operation of clause 33.1 and 33.2, the maximum liability of the Seller to the Buyer or any Learner whether in contract or in tort including negligence or for breach of statutory duty shall not exceed the total amount of the Buyer's Purchase Order.
- 34. Confidentiality.**
- 34.1 The Buyer acknowledges and agrees that any and all information concerning any and each aspect of the business of the Seller or the terms of any Contract with the Seller, is confidential, and agrees that it shall not permit the duplication, use or disclosure of any such confidential Information to any person unless such duplication, use or disclosure is specifically authorised in writing by the Seller, or is required by the applicable Law.
- 35. Data Protection.**
- 35.1 Personal Data has the meaning ascribed to it by the Data Protection Act 1998 and for the purposes of these terms and conditions includes a reference to sensitive personal data as defined by that act.
- 35.2 All Personal Data of the Buyer or of any Learner that is processed by the Seller is processed and maintained in accordance with the provisions of the Data Protection Act 1998.
- 35.3 The Seller and the Buyer undertakes to comply at all times with the Data Protection Act 1998 to the extent it processes any Personal Data on behalf of the other or of any Learner.
- 35.4 Subject to clause 35.2 but otherwise without limitation, the Seller and the Buyer shall:
- only carry out processing of such data in accordance with the other's instructions.
 - only disclose it to or allow access to it by those of its employees (or agents or sub-contractors) who are familiar with data protection requirements and whose use of such data relates to their job or function.
 - assist the other with all subject access requests received from data subjects.

- 35.5 Neither party (or its agents or sub-contractors) shall acquire any rights in any of the other's personal data or sensitive personal data and shall only be entitled to process it in accordance with its contractual obligations.
- 35.6 The Seller has in connection with each Learner who has commenced any Training Course the right to:
- (i) retain details of the name address and date of birth of that Learner.
 - (ii) pass to any relevant Awarding Organisation such Personal Data of the Learner as is required by the Awarding Organisation in order to certify that the Learner concerned has attained or not attained the level required by such Awarding Organisation
 - (iii) provide to any person having the lawful authority to require such information a statement as to what Training Course was or was not attended by a named Learner and the achievements of that attendance.
- 35.7 Where the Buyer has provided Personal Data of the Learner to the Seller, the Buyer warrants that the Buyer has the express written consent of the Learner concerned to the provision of such Personal Data and to the Seller having the rights described in clause 35.5. The Buyer undertakes to inform the Seller if subsequently any Learner withdraws such consent.
- 35.8 Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur as a result of any breach by the former of any of its obligations in respect of clause 35.
- 36. Endorsement of Brands or Equipment Manufacturers.**
- 36.1 Unless specifically stated, the Seller does not actively promote, endorse or recommend any particular brand or make of equipment or product used during Training Courses or Services provided.
- 37. Insurance.**
- 37.1 The Buyer is required to insure any equipment provided by the Seller against the loss of or damage to such equipment whilst on the Buyer's premises.
- 38. Intellectual Property Rights.**
- 38.1 Intellectual Property Rights is the rights in know how, patents, trademarks, service marks, copyright, design rights and moral rights and all other rights of a similar or comparable nature or effect which may subsist in any part of the world now or in the future, whether registered or unregistered, together with any or all goodwill relating or attached thereto.
- 38.2 All Intellectual Property Rights produced from or arising as a result of the performance of any Contract shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights remains vested in the Seller by the execution of appropriate instruments or the making of contracts or agreements with third parties.
- 38.3 The Buyer agrees to indemnify the Seller and keep the Seller indemnified against any and all actions, costs, liabilities, losses, damages and expenses which the Seller may suffer or incur as a result of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the Buyer.
- 39. Copyright.**
- 39.1 Other than written materials obtained from third parties, all equipment and training material provided by the Seller remains the property of the Seller. All written material is copyright © Lifeskills Medical UK Limited, and no part of such material may be used, reproduced, stored in a retrieval system, or transmitted in any form, or by any electronic, mechanical, or photographic means without prior permission in writing of the Seller.
- 39.2 The copyright of materials of other persons or organisations used by the Seller is acknowledged by the Seller.
- 40. Relationship of Parties.**
- 40.1 Nothing in these Terms and Conditions of Supply shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other. Nor shall the execution, completion and implementation of these Terms and Conditions of Supply confer on any party any power to bind or impose any obligations to any third parties on the other party, or to pledge the credit of the other party.
- 41. Freedom of Information.**
- 41.1 Where the Buyer is a Public Authority as defined in the Freedom of Information Act 2000 (FOIA) it agrees to notify the Seller immediately if it receives any FOIA request for information regarding the Seller or its business, and agrees to consult with the Seller regarding the application of any exemptions under the FOIA in relation to such request. The Seller agrees to cooperate with the Buyer in relation to the FOIA but with any Costs being the responsibility of the Buyer.
- 42. Warranties.**
- 42.1 The Seller warrants to provide Training Courses, Goods, and Other Services with all the care and skill to be expected of a professional, qualified and competent contractor experienced in undertaking such tasks. Where the Buyer has issued a Purchase Order to the Seller for a Training Course, Goods, or Other Services, the Seller shall use its reasonable endeavours to conduct that Training Course, or supply such Goods, or provide Other Services in accordance with the agreed or stated timescale.
- 42.2 If a Training Course, Goods, or Other Services provided by the Seller is in breach of Clause 42.1, the Seller will at its sole discretion either:
- (i) make good the Training Course, Goods, or Other Services in a reasonable and effective manner at no further expense to the Buyer, or;
 - (ii) refund the Buyer an amount calculated by the Seller to be reasonable compensation for the breach concerned.
- 43. Waiver.**
- 43.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all or any of these Terms and Conditions of this Contract.
- 44. Force Majeure.**
- 44.1 The Seller shall not be responsible for any failure of, or delay in the performance of any agreement, or in respect of any loss, damage, alterations, delays or changes for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, storm, terrorist activity, war, riot, civil strife, strikes or industrial disputes, embargoes, national emergencies, government orders, or any other force majeure event.
- 45. Governing Law and Jurisdiction.**
- 45.1 The formation, existence, construction, performance, validity and all aspects whatsoever of:
- (i) these Terms and Conditions of Supply, and;
 - (ii) any Contract or of any term of any Contract and any subsequent amendments or replacements,
- are in every case governed by and shall be construed in accordance with the law of England & Wales.
- 46. Disputes.**
- 46.1 In the event of a dispute concerning any Training Course, or the supply of Goods or other services, from or by the Seller, the Seller and the Buyer shall use their reasonable endeavours to resolve it as soon as practicable. In default of any prompt resolution the Courts of England & Wales shall have exclusive jurisdiction to settle any such dispute.
- 47. Contracts (Right of Third Parties) Act 1999.**
- 47.1 It is agreed that the parties to any Contract incorporating these Terms and Conditions of Supply do not intend that any of its provisions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 48. Assignment.**
- 48.1 Neither party shall be entitled to assign or transfer any of its rights or obligations without the prior written agreement of the other provided that the Seller may at its discretion sub contract any or all of its obligations under any Agreement but shall remain responsible for the performance of such obligations as though the acts and omissions of any subcontractor were the acts and omissions of the Seller.
- 49. Invalidity/Severability.**
- 49.1 If any provision or part of any Agreement is found by any court of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed that Agreement, and shall be ineffective without, as far as is possible, modifying any other provision of such Agreement, and this will not affect any other provision of such Agreement, which will remain in full force and effect.
- 50. Variation of Terms and Conditions of Supply.**
- 50.1 These Terms and Conditions of Supply shall apply at all times, and their effective date is immediate. No addition, cancellation, alteration or substitution of these Terms and Conditions of Supply shall be accepted or shall bind the Seller or form part of any Agreement unless they are expressly accepted in writing and signed by a duly authorised signatory of the Seller.
- 50.2 These Terms and Conditions of Supply shall override and supersede any earlier dated, contrary, different, or additional Terms and Conditions of Supply contained in or referred to in any quotation made by the Seller.
- 50.3 The Seller reserves the right to update or amend these Terms and Conditions of Supply without prior notification.