

Our terms

1. These Terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply training course(s) to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your application to us. These terms tell you who we are, how we will provide training course(s) 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.

2. Information About Us and How to Contact Us

2.1 **Who we are.** We are the Great North Air Ambulance Service a registered company and charity in England and Wales. Our registered company number is 4436859 and our registered charity number is 1092204 and our address is Northumberland Wing, The Imperial Centre, Grange Road, Darlington, DL1 5NQ.

2.2 **How to contact us.** You can contact us by telephoning us on 01325 487 263 or by writing to us at our address shown above

2.3 **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 or postal address you provided to us in your application.

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

3. Our Contract With You

3.1 **How we will accept your application.** Our acceptance of your application will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your application.** If we are unable to accept your application, we will inform you of this in writing, will not charge you for the training course and will refund you any deposit or other payment made at the application stage for the training course. This might be, for example, because the training course is fully booked or if our training course is not suitable for you.

3.3 **If your training course is going to be funded by your employer.** If your employer is funding the training course on your behalf then we will need a letter of confirmation from your employer (stating that it will pay the training course fees) together with a purchase order from your employer to the full value of the training course fees. In such circumstances, it remains your responsibility to make sure that your employer makes payment to us in line with the due date set out in your confirmation. Failure by your employer to make payment by the due date will mean the loss of your place on the relevant training course.

3.4 **Your confirmation email.** We will send a confirmation email to you when we have received payment from you. It will help us if you can tell us the confirmation number from the email whenever you contact us about your application.

4. **Our Training Courses**

We currently provide two training courses:

4.1 **PHA Course:** this is the pre-hospital anaesthesia course which provides candidates with the knowledge and skills required to work within a well-governed organisation that delivers pre-hospital anaesthesia; and

4.2 **PHEMCC Course:** this is the pre-hospital emergency medicine crew course which is an up-to-date introduction to Pre-Hospital Emergency Medicine.

It is your responsibility to ensure that you have achieved the required level of medical competence and are capable of participating in the training course(s) you have applied for. If you have any questions about capability or suitability of either training course, please contact us at the telephone number, email address or postal address listed above before applying.

5. **Our Rights to Make Changes**

We may make a minor change to a course:

5.1 to reflect changes in relevant laws and regulatory requirements; and

5.2 to implement minor technical adjustments and improvements.

Any such changes may affect the training delivered on your training course by providing up to date tuition and/or instruction.

6. **Course Dates**

- 6.1 **When the courses run.** The PHA course runs twice a year and the PHEMCC course runs once a year. Please refer to our website for allocated dates. We may increase or decrease the frequency in our discretion.
- 6.2 **Your course date.** We will confirm the date of the course you are attending together with our acceptance of your application for the course.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the training course(s) 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 you may contact us to end the contract and receive a refund for any training course(s) you have paid for but not attended.
- 6.4 **Information we will request.** We may need certain information from you so that we can enrol you on the training course, which is set out in the application form. If so, this will have been stated in the training section of our website and forms part of the application process.

7. **Training Materials**

During the delivery of the training course(s) we will provide you with reading materials, manuals and handouts. We own all rights in these materials (including all copyright) and you cannot use or reproduce these materials for any business or commercial use.

8. **Your Rights to End the Contract**

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on the date on which you cancel the contract:
- 8.1.1 **if you cancel not less than 70 calendar days before the date of the training course on which you are booked.** You will be refunded the full amount of the course fee less a £100 booking fee;
- 8.1.2 **if you cancel within 70 days or less of the date of the training course on which you are booked.** No refund will be provided unless such cancellation is as a result of a reason set out in 8.2 below.

In each case, you acknowledge and agree that the above changes represents a genuine pre-estimate of the loss likely to be suffered by us as a result of you ending the contract with us.

8.2 **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 8.2.1 to 8.2.4 below the contract will end immediately and we will refund you in full for any training courses no matter the date of cancellation. You may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the training course(s) or these terms which you do not agree to;

8.2.2 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;

8.2.3 there is a risk that supply of the training course(s) may be significantly delayed because of events outside our control;

8.2.4 you have a legal right to end the contract because of something we have done or failed to do.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products or services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of a training course you have attended, even if the cancellation period is still running.

8.5 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your application. However, once you have attended the training course you cannot change your mind, even if the cancellation period is still running.

9. **How to End the Contract With Us (including If You Have Changed Your Mind)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1 **email.** email us at training@greatnorthairambulance.co.uk. Please provide your name, telephone number, home address and details of the application.

9.1.2 **post.** write to us at the address shown at the start of these terms and conditions, including details of the training course on which you are enrolled and your name and address.

9.2 **How we will refund you.** We will refund you the price set out in 8.1.1 above, by the method you used for payment.

10. **Your Rights to Postpone the Contract**

You may defer your place on a training course up to 70 days prior to the date of commencement of the booked course by doing one of the following:

10.1 **write to us by email.** email us at training@greatnorthairambulance.co.uk. Please provide your name, telephone number, home address, confirmation number and details of the training course on which you are registered; or

10.2 **write to us by post.** Write to us at the address shown at the start of these terms and conditions. Please provide your name, telephone number, home address, confirmation number and details of the training course on which you are registered;

Deferment will be to the next available course and we will charge you an administration fee of £25 per deferment per course.

11. **Our Rights to End the Contract**

11.1 **We may end the contract if you break it.** We may end the contract for a training course at any time by writing to you if you do not make payment at least 70 calendar days in advance of the training course on which you are enrolled.

11.2 **We may withdraw or cancel the training course.** We may write to you to let you know that we are going to stop providing or cancel the training course(s). We will let you know at least 30 calendar days in advance of our withdrawal or cancellation of the training course(s) and will refund any sums you have paid in advance for training courses which will be cancelled.

12. **If There Is a Problem With the Training Course**

Summary of your legal rights. We are under a legal duty to supply training courses that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is services, for example the provision of training courses, the Consumer Rights Act 2015 says:

you can ask us to repeat a service if it's not carried out with reasonable care and skill;

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable;

if you haven't agreed a time beforehand, it must be carried out within a reasonable time;

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

13. Price and Payment

- 13.1 Where to find the price for the training course.** The price of the training course (which includes VAT at the applicable rate) will be the price indicated on the application form and on our website when you submitted your application. We take all reasonable care to ensure that the price of the training course(s) advised to you is correct. However please see 13.3 below for what happens if we discover an error in the price of the training course on which you are enrolled. All fees shall be paid in pounds sterling (£).
- 13.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your application date and the date of the training course, we will adjust the rate of VAT that you pay, unless you have already paid for the training course in full before the change in the rate of VAT takes effect.
- 13.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, one or both of the training course(s) may be incorrectly priced. We will normally check prices before accepting your application so that, where the training course(s)' correct price at your application date is less than our stated price at your application date, we will charge the lower amount. If the training course(s)' correct price at your application date is higher than the price stated to you, we will contact you for your instructions before we accept your application.
- 13.4 When you must pay and how you must pay.** We accept payment by debit or credit card or via bank transfer.
- 13.4.1** For the PHA Course you must pay the training course fees in full at the time of your application.
- 13.4.2** For the PHEMCC Course you must pay a deposit of 20% of the full training course fee at the time of your application and the balance of the course fees must be paid at least 70 days prior to the commencement of the training course.
- 13.5 What happens if you pay late.**

13.5.1 **We can withdraw you from the training course if you pay late.** If you do not make any payment to us by the due date we may withdraw you from the training course(s) on which you are enrolled and will notify you of such withdrawal in writing.

13.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. **Our Responsibility for Loss or Damage Suffered By You**

14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors in relation to the delivery of the training course; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the training course(s) as summarised at 12 above. Our liability in all other respects is excluded to the fullest extent permitted by law.

14.3 **We are not liable for consequential or business losses.** Where you use or implement the training for any vocational, commercial, business or re-sale purpose we will have no liability to you for any special, indirect or consequential losses, loss of profit, loss of business, business interruption, or loss of business opportunity to you or to your employer.

14.4 **Financial limit on liability.** Our liability under this contract shall not exceed the fees paid for the training course(s) by you.

15. **How We May Use Your Personal Information [**

15.1 **How we will use your personal information.** We will use the personal information you provide to us:

15.1.1 to supply the training course(s) to you;

15.1.2 to process your payment for the training course(s); and

15.1.3 if you agreed to this during the application process, to give you information about similar courses that we provide, but you may stop receiving this at any time by contacting us.

15.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

16. **Other Important Terms**

16.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in application to end the contract or make any changes to these terms.

16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide services, we can still require you to make the payment at a later date.

16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the training course(s) in the English courts.