



Training Terms and Conditions

1. Information About Us and How to Contact Us

1.1 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, our registered charity number is 1092204 and our address is Progress House, Urray Nook Road, Eaglescliffe, Stockton on Tees, TS16 0QB.

1.2 How to contact us. You can contact us by telephoning us on 01325 487 263, emailing us at training@gnaas.co.uk or by writing to us at our address shown above.

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 or postal address you provided to us in your application.

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

1.3 Professional indemnity insurance. We maintain professional liability insurance. Our compulsory insurer is Hiscox Underwriting, 1 Great St. Helen's, London, EC3A 6HX and our policy number is PL-PSC10002028987/07.

2. These Terms

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

2.2 Why you should read them. Please read these terms carefully before accepting your place on the course. These terms tell you who we are, how we will provide the 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.

2.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual or you are obtaining the training course from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2.4 If you are a business customer, this is our entire agreement with you. If you are a business customer, these terms constitute the entire agreement between us in relation to the supply of our training course. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.

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 offer a place on the course. At this point a contract will come into existence between you and us. The contract comprises your application, our email offering you a place on the course and these terms, plus any addendum which appears at the end of these terms.

3.2 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 written confirmation (to be provided as soon as reasonably practicable after we email you to offer a place on the course) 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.

3.3 Your confirmation email. We will send a confirmation email to you when we have received any payment from you.



4. Medical Competence. 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 any relevant training course, please contact us at the telephone number, email address or postal address listed in 1.1 and 1.2 above before applying.

5. Our Rights to Make Changes

We may make a minor change to a course to reflect changes in relevant laws and regulatory requirements and/or 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 Your course date. We will confirm the date of the course you are attending together with our acceptance of your application for the course.

6.2 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.

6.3 Information we will request. We may need certain information from you so that we can enrol you on the training course, and this information 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 42 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 the deposit (please see 12.4.1 below).

8.1.2 If you cancel within 42 days 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 (only if you are a consumer). For most services bought online you have a legal right to change your mind within 14 days and receive a refund.



However, you do not have a right to change your mind in respect of a training course you have attended.

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

9.1.2 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 as per the conditions set out in 8.1 above, by the method payment was originally received.

10. Your Rights to Postpone the Contract

You may defer your place on a training course up to 42 days prior to the date of commencement of the booked course by doing one of the following:

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

10.2 write to us at the address shown at the start of these terms and conditions. Please provide your name, telephone number, home address 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. This is subject to availability – should a satisfactory date not be agreed please refer to 8.2.1.

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 full payment at least 42 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 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. Price and Payment

12.1 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 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 12.3 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 (£).

12.2 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.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, the training course 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.

12.4 When you must pay and how you must pay. We accept payment by debit or credit card or



via bank transfer to our bank (details of which will be provided on any invoices).

12.4.1 You must pay a deposit of £100 within 14 days of receipt by you of an invoice (which will be sent to you following our email offering you a place on the course).

12.4.2 Full payment must be received 42 days before commencement of the course. In the event that you are accepted onto the course less than 42 days before commencement of the course, full payment must be received within 2 weeks of us sending you an email offering you a place on the course or by the date on which the course commences, whichever is the sooner.

12.5 What happens if you pay late.

12.5.1 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.

12.6 What to do if you think a price is wrong. If you think a price is wrong please contact us promptly to let us know.

13. Our Responsibility for Loss or Damage Suffered By You

13.1 If you are a consumer

13.1.1 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.

13.1.2 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 and for fraud or fraudulent misrepresentation.

13.1.3 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.

13.2 If you are a business customer

13.2.1 Nothing in this contract shall limit or exclude our liability for: death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Our liability in all other respects is excluded to the fullest extent permitted by law.

13.2.2 All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

13.2.3 Subject to 13.2.1:

13.2.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

13.2.3.2 our total liability to you for all other losses arising under or in connections with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the fees paid for the training course(s) by you.

14. How We May Use Your Personal Information

14.1 How we will use your personal information. We will only use your personal information as set out in our privacy policy, which is available at <https://www.greatnorthairambulance.co.uk/privacy-policy-2/>.



15. Other Important Terms

15.1 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.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. 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.

15.4 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.

15.5 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.

15.6 Which laws apply to this contract and where you may bring legal proceedings.

15.6.1 If you are a business customer: These terms are governed by English law. Any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any such dispute.

15.6.2 If you are a consumer: This contract is governed by English law. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts. If you live anywhere else, you must bring legal proceedings in the English courts.

Addendum



Course cancellation due to a faculty member or a candidate testing positive for COVID

In order to attend the courses we are asking candidates to provide proof of their COVID vaccination (two doses), or a negative PCR test taken 48 hours prior to the course commencement. In the case of the PHEM course we would also ask for proof of a negative PCR test taken 48 hours prior to the start of the second week.

Should a member of the faculty or a course candidate test positive for COVID during the course's duration the course may be cancelled. If this happens, the candidates will be entitled to a refund on a pro-rata basis.

If candidates would like to complete the course at a later date, they will need to re-apply through the website as normal. There is no automatic right to carry a place forward to the next available course if the course is cancelled due to COVID.

This addendum may be subject to change according to Government guidance on the pandemic.