

Shop Terms & Conditions

Declaration:

By agreeing to the terms and conditions I confirm that to the best of my knowledge, the information that I have given in this application and any enclosed documentation is accurate and complete.

Part A: General Terms and Conditions

The General Terms set out in this Part A apply to any application or purchase of products made by you the student ("You") to Education for Health ("EFH") (the "Application") irrespective of whether such Application for a Module, Workshop (the "Course") or purchase of products ("Purchase"). The subsequent Parts B and C and D set out the specific terms applicable to Modules, Workshops and Purchase respectively.

1. Your Booking

- a) EFH will confirm acceptance of your Purchase by email
- b) EFH reserves the right to alter the structure of any of the Course without prior notice, provided that quality is not affected.
- c) All materials supplied remain the property of EFH until full payment is received.
- d) Copyright in all materials belongs to EFH or the related publisher and they are supplied on the condition that they must not be copied or disposed of or transferred to or accessed by any other person or party.
- e) EFH has the right to refuse any person admission on, or continuance with, any Course or Purchase, at its discretion.
- f) EFH reserves the right to cancel the Course or any activity with the Course in unavoidable circumstances at which time EFH will, at its sole discretion, offer alternative dates or a refund.
- g) EFH cannot be held responsible for any costs other than the Course fee or Purchase amount in the event your course or Purchase is cancelled by EFH.
- h) EFH will make students aware of in advance of the Course:
 - a. The delivery format of the Course;
 - b. The key date or dates of the Course;
 - c. The location of the venue with comprehensive directions;
 - d. The relevant facilities provided or made available at the venue.
- i) EFH may postpone, withdraw or restrict a particular Course or product.
- j) EFH will use your details to obtain Open University certification if applicable.
- k) **Payment**
 - a) All prices are quoted in Pounds Sterling for UK mainland ONLY. An additional charge may be made for Applications or Purchases outside of UK mainland. Payment may be made by debit or credit card.
 - b) If you request alternative dates between Application and six weeks before start date EFH reserve the right to charge any difference that may have been generated by a price review during this period.
 - c) EFH has the right to refuse any Application or Purchase, at its discretion. In this circumstance full refund will be made.
- l) **Data Protection**
 - a) Both parties acknowledge that, for the purposes of the Data Protection Act 1998 (the "Act"), EFH is the Data Controller in respect of your Personal Data and shall act in accordance with the provisions of the Act.
 - b) We require You to give us contact information; Name, address, telephone number, e-mail address, education, training and employment details.
 - c) We will take security measures to protect Your personal information in storage and will only pass this information to external parties to enable delivery of Your learning materials or upon request to those who provide

full or part sponsorship for Your training with information in relation to Your application, attendance and whether there was a successful or unsuccessful outcome of any training.

- d) In accordance with the Data Protection Act (1988), if at any time You no longer wish to receive information from EFH either by post or e-mail, or would like to be removed from EFH's database (this can not apply to current students), please contact the Data Controller, Education for Health, 10 Church St, Warwick, CV34 4AB or e-mail datacontroller@educationforhealth.org
- m) **Miscellaneous**
 - a) This Application or Purchase and any dispute or claim arising out of or in connection with it 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 Wales.
 - b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
 - c) If any of these conditions are held to be invalid or unenforceable, that they will not affect the validity and enforceability of the rest.
 - d) EFH shall not be liable for any failure to perform any or all of its obligations if the failure (or delay) is due to the actions of someone else or to any cause beyond its reasonable control.

Part B: Module Terms and Conditions

The specific terms set out in this Part B apply to any Application made by You to EFH in respect of Modules. The General Terms set out in Part A apply to, and form and integral part of, these specific terms.

- a) You have up to six weeks before the Module start date to contact EFH to request alternative dates, after this period your request will be treated as a reallocation.
- b) If You fail any part of your Module You will be charged an additional fee for re-sitting or re-submitting the appropriate part.
- c) If you defer from your Module and require re-allocation you will be charged an additional fee.
- d) The Open University certification fee is included in the Module fee. This fee is subject to change at anytime following price changes by the Open University.

Part C: Workshop Terms and Conditions

The specific terms set out in this Part C apply to any Application made from You to EFH in respect of Workshops. The General Terms set out in Part A apply to, and form and integral part of, these specific terms.

- a) You have up to six weeks before the course date to contact EFH to request an alternative date, after this period no alternative can be offered.

Part D: Purchase Terms and Conditions

The specific terms set out in this Part C apply to any Purchase made from You to EFH in respect of products. The General Terms set out in Part A apply to, and form and integral part of, these specific terms.

- a) All Purchases of products are governed by these Terms. EFH reserve the right to amend these at any time, although the Terms governing any given contract of sale will be those in effect at the date the Purchase is dispatched. When the terms are changed Education for Health will post a notice on the homepage of the website.
- b) EFH shall endeavor to ensure that the goods are delivered within 28 days of the date the You ordered the Purchase and delivery will be made to the address specified at this time.
- c) In the event of non-availability of goods, EFH will notify the customer and will credit the amount charged to You for the unavailable product.
- d) EFH must be notified within 7 days of the Purchase delivery of any discrepancies or faulty products. EFH will replace such products it agrees to be missing or faulty provided these products are still available. If replacement is not available EFH will refund You the price paid for the product.