

Part A: General Terms and Conditions

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

1. Your Booking

- a) EFH reserves the right to alter the structure of any of the Course without prior notice, provided that quality is not affected.
- b) All materials supplied remain the property of EFH until full payment is received.
- c) Copyright in all materials belongs to EFH and they are supplied on the condition that they must not be copied or disposed of or transferred to any other person or party.
- d) EFH has the right to refuse any person admission on, or continuance with, any Course, at its discretion.
- e) 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.
- f) EFH cannot be held responsible for any costs other than the Course fee in the event your course is cancelled by EFH.
- g) 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.
- h) EFH may postpone, withdraw or restrict a particular Course.
- i) EFH will use your details to obtain Open University certification if applicable.
- j) **Payment**
 - a) Full payment is due six weeks before the start date of the Course. If your application is made less than six weeks before such start date payment is due immediately.
 - b) If You are allocated a free or part funded place under a sponsorship scheme and subsequently fail to attend you will be liable for the portion of the fee paid by the sponsorship scheme. This amount will be returned to the sponsorship scheme.
 - c) If the Course is being funded by another party other than You and payment is not received, as per this Agreement EFH will request payment from You.
 - d) 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.
- k) **Courses Delivered Under a Third Party Agreement**
 - a) If you are attending a Course delivered by EFH under an agreement with a third party the following differences apply to your Terms and Conditions:
 - (i) Course information detailed in section 1g will be confirmed by third party therefore students will not have up to six weeks before the Course start date to contact EFH for alternative dates; and
 - (ii) Any fees relating to resits, resubmissions and reallocations will be charged to You.

b) EFH cannot be held responsible for any costs in the event the Course is cancelled by the third party.

c) EFH cannot be held responsible for any complaints that are a direct result of the third party not upholding their signed Terms and Conditions with EFH.

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) We may use this information to keep You up-to-date with new developments at EFH, unless you mark this box to indicate that You do not wish us to do this
- e) 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 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.