AGREEMENT relating to the provision of education and training courses

Parties

1. EDUCATION FOR HEALTH (charity registration number 1048816 and company registration number 3090774) whose registered office is at No1 Lowes Lane Business Park, Lowes Lane (Off Walton Road), Wellesbourne, CV35 9RB, United Kingdom (“EFH”).
2. The party named in the Schedule below (“the Third Party”).

Background

(A) EFH will provide Licences to a Third Party identified in the Schedule where the management of these Licences are the responsibility of the Third Party on the Terms and Conditions of this Agreement unless otherwise stated.

(B) Our Agreement with you as the relevant Third Party comes into existence on the date this Agreement is signed, having provided information required to complete the Schedule below. You must then return one copy of the Agreement to EFH at the address shown above.

(C) Your signature below indicates your acceptance of our Terms and Conditions as incorporated within this Agreement.

**SCHEDULE**

**Third Party details**

|  |  |
| --- | --- |
| Third Party Name: |  |
| Organisation Represented:  (e.g. CCG) |  |
| Third Party Address: |  |
|  |  |
|  |  |
| Third Party Post Code: |  |
| Third Party Email Address: |  |
| Third Party Phone No: |  |
| Contact Name & No:  (if different from above) |  |

**Licence Purchase details**

|  |  |
| --- | --- |
| **Course type/Title** | **Number of licences** |
| Degree level module |  |
| Diploma level module |  |
| Spirometry (including ARTP) |  |
| Workshop |  |
|  |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| Total Fee Payable  (Third Party Agreement Value): |  |
|  | |
| Issue Licences to Email: |  |
|  | |
| Special terms agreed: |  |

**Invoicing details *(if different from above)***

|  |  |
| --- | --- |
| Invoice Name: |  |
| Invoice Address: |  |

You hereby confirm this Agreement and acceptance of the Terms and Conditions contained within it

|  |  |
| --- | --- |
| Signed by: ………………………………………………………………… | Signed by: ………………………………………………………… |
| Position: ….…………………………………………………………………  for and on behalf of  EDUCATION FOR HEALTH | Position: ….…………………………………………………………  for and on behalf of |
| Signature Date: ……………………….…………………………… | Signature Date: …………………………………………….. |

**TERMS AND CONDITIONS**

# Definitions & interpretation

## These Terms are the Terms and Conditions of the Agreement between EFH and the Third Party.

## In these Terms, unless the context otherwise requires, the following words and phrases shall have the following meanings:

### **Agreement**: the agreement set out in this document which incorporates the Schedule and the Terms;

### **Awarding Body**: the accrediting institution;

### **Confidential Information**:all confidential (including know-how and trade secrets), commercial, financial, marketing or other information in any form or medium whether disclosed orally or in writing before or after the date of the Agreement and whether or not designated specifically to be confidential by the disclosing party;

### **Course***:* training supplied by EFH whether accredited by an awarding body or not:

### **Licence:**a code issued to purchase a place on a course

### **Payments:** the payments to be made by the Third Party to EFH as set out in the Schedule and provided for in Term 7;

### **Schedule**: the Schedule to the Agreement set out above which contains the details of the provision of the Licences agreed by the parties;

### **Students:** persons who are attending Courses;

### **Terms**: these Terms and Conditions;

### **Third Party**: the individual or organisation identified as the person signing this Agreement;

### **Trainer**: the person appointed by EFH to deliver any facilitated and taught components of the Course;

## Any reference in these Terms to “writing” or related expressions includes a reference to facsimile transmission, email or comparable means of electronic communication.

## Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

## Any special terms agreed between the parties must appear in the Schedule to be valid.

## The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement or any particular clause within it.

# conditions

## All Licences are valid for a period of 12 months from date of issue unless specified in the special terms agreed on the Schedule. After expiry any unused Licences will no longer be accepted.

## An individual code will be generated for each licence purchase unless specified in Special terms agreed.

## EFH reserves the right to alter the structure of the Course without prior notice, provided that the quality is not affected.

## EFH reserve the right to cancel any Course, or any part of such Course before the start date if there is an event beyond our control, such as if the Course is withdrawn by an Awarding Body or by unforeseen unavailability of specialist resource, at which time EFH will notify the registered students to offer alternative dates or a refund, in the event of a refund we will contact the Third Party and reissue a Licence.

# students

## All places on courses must be purchased through the EFH website using the Licence as payment.

## All students will be required to confirm agreement of EFH Terms & Conditions upon registration.

## EFH have the right for reasonable purposes to refuse any Student admission to, or continuance in, any course, at its discretion.

## Students can only defer from the course and receive a free of charge re-allocation to an alternative dated course upon a successful request for exceptional circumstances.

## Students who have already purchased a course using a Licence can only be replaced by another student in the event the original booking meets the cancellation terms of the EFH Terms & Conditions agreed upon registration.

# obligations of EFH

## EFH will issue an individual code for each Licence purchased to the email address provided in the Schedule (Issue Licences to Email) within 10 working days of the invoice date.

## EFH will report intermittently to the email address provided in the Schedule (Issue Licences to Email) which codes have been used, by whom and for which product.

## EFH will keep a record of Students for its further legitimate marketing purposes and to obtain Awarding Bodies certification where applicable.

# obligations of the Third Party

## The Third Party will take full responsibility of the security of Licences once issued to the email detailed on the Schedule above.

## The Third Party is wholly responsible for the allocation and management of Licences and can make no claim against EFH in the event of misuse.

## The Licence fee does not reflect any part funding arrangement the Third Party has with individual students. Although multiple payments can be made against this agreement it remains the responsibility of the Third Party to administer them and ensure payment in full.

## A copy of a purchase order is submitted with each signed contract.

# Warranties, indemnitIes and LIMITATION OF liabilitY

## The Third Party warrants to EFH that:

### it is entitled to enter the Agreement with EFH;

### it is not aware of any rights of any third party which would or might render the performance of the Third Party’s obligations under the Agreement to be unlawful.

## The Third Party confirms that it has read and understood these Terms, the Schedule and the Appendices attached to this Agreement.

## The liability of EFH for any breach of this Agreement shall be limited to all reasonably foreseeable and direct losses including any reasonable expenses of Students which the Third Party refunds to Students in the event of the cancellation of the Course (except as permitted by Term 3.2) due to the unavailability of the Trainer (except for reasons of force majeure under Term 14) without at least 48 hours notice being given to the Third Party but limited overall to the total amount of £1000.

6.4 The Third Party shall indemnify EFH and keep EFH indemnified against breach of the Third Party warranties in this Term 6 and any damage, losses, costs etc. incurred by the Third Party in connection with its provision of the Venue.

6.5 Nothing in the Agreement shall limit the liability of either party for death or personal injury caused by negligence or for fraudulent misrepresentation.

6.6 Except in respect of death or personal injury caused by negligence or fraudulent misrepresentation, neither party shall be liable to the other party for any loss of business, contracts, profits or revenue or for any other kind of consequential, indirect or special loss arising out of or in connection with any act or omission or breach of the Agreement by that party.

# Payments

## The Third Party shall pay to EFH the Payments set out in the Schedule within 30 days of the invoice date. Invoices will be generated upon signature of contract unless special terms are agreed and detailed on the Schedule

## The Third Party is at liberty to charge any fees to Students it has arranged.

## Refunds will not be issued by EFH on account of any failure on the part of any Student to attend any Course (or part thereof) for any reason.

# Confidentiality

## Each party shall at all times during the continuance of this Agreement and after its termination:

### use its best endeavours to keep all Confidential Information confidential; and

### not use any such Confidential Information for any purpose other than performance of the obligations under this Agreement.

## Any received Confidential Information may be disclosed by the receiving party to:

### any employees or Trainers of the receiving party; or

### any governmental or other authority or regulatory body,

to such extent only as is necessary for the purposes contemplated by this Agreement or as is required by law and subject in each case to the receiving party using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

## Any Confidential Information may be used by the receiving party for any purpose, or disclosed to any third party only to the extent that:

### it is at the date of this Agreement, or becomes, public knowledge through no fault of the receiving party; or

### it can be shown by the receiving party to the reasonable satisfaction of the other party, to have been known to it prior to its disclosure.

## Each party shall comply with its respective obligations (as they may be) under the provisions and principles of the Data Protection Act 1998.

# Severance

If any provision of the Agreement, or any of these Terms, shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, or any other Terms, which shall remain in full force and effect.

# Third party rights

A person who is not a party to the Agreement shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Agreement or any Term without the express written agreement of both parties.

# No partnership

Nothing in the Agreement or these Terms shall be construed as to constitute either party to be the agent or legal representative of the other party or to create any partnership or joint venture between the parties.

# Force majeure

Neither party hereto shall be liable for any breach of its obligation hereunder resulting from causes beyond its reasonable control, including but not limited to fires, strikes, insurrection, flood, earthquake, windstorm or other natural disaster or other Acts of God.

# Jurisdiction

These Terms and the Agreement shall be governed by and construed in accordance with law of England and Wales and each party hereby submits to the exclusive jurisdiction of courts of England and Wales.