

Part A: General Terms and Conditions

The General Terms set out apply to any purchase ("Purchase") made by you ("Customer") from Education for Health ("EFH").

1. Your Purchase

- a) All Customers must hold a Customer account before processing a Purchase.
- b) Where a Customer account is used in relation to Buying for Yourself the holder of the Customer account will be registered on the course..
- c) Where a Customer account is used in relation to Buying for Others the holder of the Customer account will be sent the relevant Learner Licences via the registered email.
- d) Once released Learner Licences are the responsibility of the receiving Customer to allocate under their own terms.
- e) EFH can take no responsibility regarding misuse of Learner Licences once released.
- f) Purchases are not completed until full payment or a PDF copy of a valid purchase order is received.
- g) Course registration is generated only on completed Purchases.
- h) Learner Licences are only issued on completed Purchases.
- i) Learner Licences are valid for 12 months from the issue date.
- j) Before making a Purchase it is the responsibility of the Customer to ensure they have reviewed the product details and any relevant requirements in relation to the product Purchased.
- k) Places on courses are subject to availability.
- l) Purchase of a Learner Licence does not guarantee availability of specific cohorts as course registration is not complete until the Learner Licence has been used by a Customer in relation to Buying for Yourself.
- m) Where applicable Customers must also complete a University of Hertfordshire registration process before the start date of the course. Failure to do this will result in the Customer not being able to start the course and will be treated as a cancellation by the Purchaser and our normal cancellation terms will apply.
- n) Any medical conditions or disabilities which may affect a Customers full participation in a course, must be disclosed during all registration processes so appropriate support is arranged. Requests for exceptional circumstances where information regarding pre-existing conditions has not been disclosed will not be accepted.
- o) EFH reserves the right to alter the structure of any of the course without prior notice, provided that quality is not affected.
- p) 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.
- q) EFH has the right to refuse any Customer admission on, or continuance with, any course, at its discretion.
- r) Customers agree to the appropriate policies defined on our website.
- s) EFH reserves the right to cancel a 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.
- t) EFH cannot be held responsible for any costs other than the course fee in the event your course or any part of your course is cancelled by EFH before the start date.
- u) EFH may postpone, withdraw or restrict a particular course.
- v) EFH may use your details to obtain accrediting body certification if applicable.
- w) Replacement certificates will incur a charge.

2. Payment/Cancellation

- a) All prices are quoted in Pounds Sterling for UK mainland ONLY. An additional charge may be made for Purchases outside of UK mainland.
- b) Full payment is due upon Purchase or within 30 days of any invoice date (invoices are only generated upon presentation of a PDF copy of a valid purchase order). Orders where payment or an invoice is not in place 5 days before the course start date will be cancelled at this point automatically.
- c) There is a 14 day cooling off period from date of Purchase.
- d) The 14 day cooling off period is automatically waived if Customers access any course content.
- e) If a Customer defers from a course a free of charge re-allocation to an alternative dated course will only be issued upon a successful request for exceptional circumstances. The Customer must return to study it within 12 months from the start date of the deferred module. Failure to do this within the period stated will be treated as a cancellation.

3. Courses Delivered Under a Third Party Agreement

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

4. Data Protection

- a) Both parties acknowledge that, for the purposes of the Data Protection Act 2018 (the "Act"), EFH is the Data Controller in respect of your Personal Data and shall act in accordance with the provisions of the Act. Further information about how we will handle your data can be found in our privacy policy at www.educationforhealth.org/privacy-policy
- b) We will require the Customer to give us or the accrediting partner registration information such as: Name, address, telephone number, e-mail address, education, disabilities, gender, ethnicity, training and employment details.
- c) We will take security measures to protect all personal information in storage and will only pass this information to enable delivery of learning and to those who provide full or part sponsorship for training and with those academic partners and their support functions who accredit our Education. We may share information in relation to course registration, engagement with the learning, study day attendance and level of academic attainment throughout the course including whether there was a successful or unsuccessful outcome. Any additional personal information requested by a sponsor will only be shared with consent. For those Customers awarded a bursary, we will pass information as detailed in the bursary application to the organisation who are awarding the bursary, who may choose to use the information to make contact. In the unlikely event that we would need to share personal information with any other external party, we will advise in writing.
- d) In accordance with the Data Protection Act 2018, 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 cannot apply to Customers on current course's), please contact the Data Protection Officer, Education for Health, No1 Lowes Lane Business Park, Lowes Lane (Off Walton Road), Wellesbourne, Warwickshire, CV35 9RB or e-mail dpo@educationforhealth.org

5. Miscellaneous

- a) This 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.
- e) Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control, including but not limited to fires, strikes, flood, earthquake or other Acts of God.