

Part A: General Terms and Conditions

The General Terms set out in this Part A apply to any purchase ("Purchase") made by you ("Purchaser") from Education for Health ("EFH") irrespective of whether the purchase is for a course ("Course") or a Non Course Product and irrespective of whether it is the Purchaser or another party who is the Student ("Student"). Part B sets out specific terms applicable to the purchase of Non Course Products.

1. Your Booking

- a) Before buying any course it is the responsibility of the Purchaser to ensure all Students have reviewed the entry requirements which are available for each Course on our website.
- b) All Students must complete the EFH registration process each time they are allocated to a course.
- c) Where applicable Students must also complete a University of Hertfordshire registration process before the start date of the Course. Failure to do this will result in the Student not being able to start the course and will be treated as a cancellation by the Purchaser and our normal cancellation terms will apply.
- d) Any medical conditions or disabilities which may affect a Student's 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.
- e) EFH reserves the right to alter the structure of any of the Course without prior notice, provided that quality is not affected.
- f) All materials supplied remain the property of EFH until full payment is received.
- g) 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.
- h) EFH has the right to refuse any Student admission on, or continuance with, any Course, at its discretion.
- i) All Students must read and abide by the conflict of interest policy available at www.educationforhealth.org/wp-content/uploads/Conflict-of-Interest-Policy.pdf
- j) If a Purchaser has indicated they are not the Student during the Purchase process they must allocate the license to a Student at least 3 working days before the Course start date. Failure to do this will result in the order being treated as a cancellation by the Purchaser and our normal cancellation terms will apply.
- k) 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.
- l) 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.
- m) 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.
- n) EFH may postpone, withdraw or restrict a particular Course.
- o) EFH may use your details to obtain accrediting body certification if applicable.
- p) 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 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) As well as the 14 day cooling off period from date of Purchase the Purchaser has until six weeks before the Course start date to request alternative Course start dates or cancel and receive a full refund.
- d) If a Student is allocated a free or part funded place under a sponsorship or bursary scheme and subsequently fails to attend or submit the Student will be liable for the portion of the fee paid by the sponsorship scheme. This amount will be returned to the sponsorship scheme.
- e) If a Purchaser requests alternative course start dates between Purchase 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.
- f) In the event of exceptional circumstances the Purchaser can request a student substitution up to 5 working days before the course start date by completing and submitting a Student Substitution Form.

- g) The 14 day cooling off period is automatically waived if Students access digital Course content or attend a study day.
- h) If a Student 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 Student 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 of your original module.

3. Courses Delivered Under a Third Party Agreement

- a) If a Student is attending a Course delivered by EFH under an agreement with a third party the Course information detailed in section 1m will be confirmed by the third party therefore Students will not have up to six weeks before the Course start date to request alternative course start dates or cancel and receive a full refund.
- 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.

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 Student 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 Students 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 Students 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 current students), 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.

Part B: Non Course Product Terms and Conditions

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

- a) All Purchases of non course 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 received within 7 days of the date ordered. The delivery will be made to the address specified at the time of Purchase. In the event of non-availability of goods, EFH will notify the Purchaser and will credit the amount charged for the unavailable product.
- c) 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 the price paid for the product