

Part A: General Terms and Conditions

The General Terms set out in this Part A apply to any purchase ("Purchase") made by you ("You") to Education for Health ("EFH") irrespective of whether such Application is for a Module or Workshop (the "Course"). The subsequent Part B sets out the specific terms applicable to Modules. Part C sets out specific terms applicable to the purchase of Non Course Products.

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) 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
- 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 in the event your course or any part of your course is cancelled by EFH before the start date.
- 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.
- j) EFH will use your details to obtain Open University certification if applicable.

2. Payment/Cancellation

- 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.
- b) Full payment is due upon Purchase or within 30 days of any invoice date.
- c) As well as the 14 day cooling off period from date of Purchase You have up to six weeks before the Course start date to cancel and receive a full refund.
- d) The 14 day cooling off period is automatically waived if you access digital Course content or attend study day.
- e) If you defer from your Course a free of charge re-allocation to an alternative dated Course will only be issued upon a successful request for exceptional circumstances.
- f) If You are allocated a free or part funded place under a sponsorship or bursary scheme and subsequently fail to attend or submit you will be liable for the portion of the fee paid by the sponsorship scheme. This amount will be returned to the sponsorship scheme.
- g) If you request 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.

3. 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 Course Information detailed in section 1h 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 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 enable delivery of Your learning and to those who provide full or part sponsorship for Your training and with those academic partners and their support functions who accredit our Education. We may share information in relation to Your application, engagement with the learning, study day attendance and Your 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 Your consent. For those students awarded a bursary, we will pass information about You as detailed in the bursary application to the pharmaceutical company who are awarding the bursary, who may choose to use the information to make contact with you. In the unlikely event that we would need to share Your personal information with any other external party, we will advise You 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, 10 Church St, Warwick, CV34 4AB 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: Module Terms and Conditions

The specific terms set out in this Part B apply to any Purchase 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) Before buying any course it is the responsibility of the purchaser to ensure all students have reviewed the module entry requirements which are available for each course on our website.
- b) We request all student advise us of medical conditions or disabilities which may affect their full participation in a Course, so appropriate support is arranged. Requests for exceptional circumstances where information regarding pre-existing conditions has not been disclosed will not be accepted.
- c) If you defer from your Module you 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.
- d) Where relevant the certification fee from the awarding body is included in the Module fee and will only be issued where a pass is obtained.

Part C: Non Course Product Terms and Conditions

The specific terms set out in this Part D apply to any Purchase made from You to 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 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