



## BOOKING TERMS & CONDITIONS

In these Terms and Conditions “PPT” means PRO Phlebotomy Training, and the “Client” means the person, firm or company for whom PPT is providing the services.

PPT’s confirmation will be deemed to bind the Client to these terms and conditions and no services shall be performed by PPT except in accordance herewith. In the case of any conflict between these conditions and those of the Client, these conditions will prevail. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by a director of PPT shall add, vary or waive any of these Conditions.

### 1. DEFINITIONS

In this Agreement the following expressions shall, save where the context otherwise requires, have the following meanings:

**“Course”** means: the training course set out in PPT’s booking confirmation together with any other services which may be agreed upon by the parties from time to time.

**“Fee”** means the sum of money set out in PPT’s booking confirmation to be charged by PPT for the provision of the Course and/or associated Services.

**“Force Majeure”** means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, fire, act of government or state, war, civil commotion, insurrection, strike, lock-out or other form of industrial action).

### 2. PROVISION OF THE COURSE

- 2.1 PPT shall allocate sufficient resources in order to provide the Course to the Client and shall, at all times, carry out the provision of the Course with reasonable care and skill.
- 2.2 Provision of the Course by PPT shall, as far as PPT is able, be in accordance with any dates and times specified in PPT’s confirmation but time for performance shall not be of the essence of the contract and PPT reserves the right to alter the date, time or venue of the Course. PPT shall not be liable for any delay in delivering the course howsoever caused.



- 2.3 PPT reserves the right to cancel a Course or terminate a student's participation from a Course in the event that:
- 2.3.1 the student's English language skills are insufficient (minimum Level 2 standard required); or
  - 2.3.2 the student is late attending or fails to attend the Course; or
  - 2.3.3 the student does not participate satisfactorily in the Course; or
  - 2.3.4 by reason of the student's conduct PPT believes that the student is not capable of satisfactorily or safely completing the course; or
  - 2.3.5 by reason of the student's disruptive or abusive behaviour or actions which are likely to be detrimental to satisfactory completion of the Course by other Delegates.
- 2.4 If PPT exercises its rights to:
- 2.4.1 cancel the Course before commencement, then an offer will be made to reschedule the Course at no charge to the Client.
  - 2.4.2 terminate a student's participation in a Course pursuant to clause 2.3 once the Course has commenced then no refund of the Fee shall be made.
- 2.5 Upon successful completion of the Course PPT shall register the student's details with the awarding body and subsequently issue the student with an accredited certificate at the appropriate Level and Credit Value.
- 2.6 Successful completion of the Course does not imply or guarantee the acceptance of the certificate by an employer nor does it imply or guarantee an offer of employment.
- 2.7 Places on courses are limited and therefore PPT operates a cancellation and refund policy.
- 2.7.1 In the unlikely event of the course being cancelled or a change in course location PPT will endeavour to inform each Client as soon as possible.
- 2.8 The published course finish times are approximate and may vary depending on the group size and performance.



### 3. FEE

- 3.1 In consideration of PPT providing the Course to the Client, the Client shall pay to PPT the Fee in full. The Fee is payable immediately upon the client booking the course.
- 3.2 A 50% deposit may be paid up to 2 weeks before the start of the course, at the discretion of PPT. If the remainder of the payment is not paid at least 2 weeks prior to the start of the course, this deposit will be forfeit, and the space will be offered to other candidates.
- 3.2.1 Candidates will be issued with a reminder by email 5 days prior to the remainder being due for payment. It is the responsibility of the candidate to make this payment before the deadline. PPT will not issue any further reminders.
- 3.2.2 If the deadline for the second payment is missed, the candidate can still make the second payment and attend the course, as long as there is space available. If there is not a space available, the candidate can make the second payment and move to another course. In either case a £60 admin fee would apply.
- 3.3 If the Client chooses to cancel the Course, the following cancellation charges apply:
- 3.3.1 **When a booking is made more than 7 days before the course:**
- Up to 24 hours after booking is confirmed = Full refund  
24 hours – 7 days after booking is confirmed = 50% refund  
7 days or more after booking is confirmed = No refund
- 3.3.2 **When a booking is made within 7 days of the course date:**
- No refund
- 3.3.3 **If a candidate wishes to amend their attendance to an alternative course:** See 4.2
- 3.3.4 Any deposit paid is fully refundable up to 24 hours after booking, and non-refundable after 24hrs.
- 3.4 By booking onto a course the Client acknowledges their acceptance of the cancellation fees and charges outlined in Clause 3.3 and acknowledges that cancellation fees will apply.
- 3.5 Where the Client requests a replacement Certificate then the Client shall acknowledge and confirm in writing that the original certificate issued was incorrect, lost, damaged or destroyed. A replacement Certificate Fee of £36.00 shall apply for the cancellation of the original Certificate Number and the issuance and delivery of a replacement. Such replacement will



deem the original Certificate number void. Where a Certificate is incorrect or damaged the Certificate must be returned to PPT before a replacement can be issued.

3.6 In the event that the Client fails to make one full payment PPT shall be entitled, without prejudice to any other rights it may have, to suspend the provision of the Course (in whole or in part) without liability until payment in full of all outstanding sums has been made.

3.7 Where the Client fails to attend the course the fee will be lost and PPT makes no provision for refunding or rescheduling the Client.

3.7.1 In exceptional circumstances, and where clear evidence can be provided by the Client (as contained within Clause 3.8) PPT will consider a request to reschedule the Course to an alternative date and/or location. Such a re-accommodation shall be at a date and location convenient to PPT. If this is not accepted by the Client then one further re-accommodation will be offered, after which the Fee and any associated transfer fee(s) and pre-course fee(s) will be lost.

3.8 Where the Client fails to attend a course due to exceptional circumstances, evidence must be provided:

3.8.1 Where the Client fails to attend the course and clear evidence is provided on medical grounds, PPT shall consider only the evidence that relates directly and specifically to the Client's medical condition at the time of the course, and not to a condition at another time or of another party, howsoever related. Pre-existing medical conditions are excluded.

3.8.2 Where the Client fails to attend the course due to a family bereavement, PPT shall accept a death certificate or medical note that relates directly and specifically to the Client's immediate next of kin and within 7 days of the Course date.

3.9 Where the Client provides acceptable evidence for PPT to consider a transfer on medical grounds then a claim limit of 28 days after the course date shall apply. Evidence provided must be sent by registered post to: PRO Phlebotomy Training, Unit 27 Parker Industrial Estate, Mansfield Road, Derby, Derbyshire, DE21 4SZ. Any requests received outside of this period cannot be accepted. Supporting documentation must be signed and dated by a UK registered medical practitioner, and will state that the Client's medical condition coincided with their course date and will detail why they were unable to attend. Self-certification is not acceptable as medical evidence of non-attendance.

3.9.1 Where PPT accepts a medical documentation as evidence of non-attendance or inability to attend a Course then such evidence shall be in English or an authorised English translation.



- 3.10 Where PPT accepts a transfer request then any offer made must be acknowledged by the Client within 7 days of the offer date. Where the Client fails to respond to an offer the offer will be withdrawn and no further offers will be made.
- 3.11 **Pro Phlebotomy Training are VAT registered therefore VAT will be applicable to all products and services sold by Pro Phlebotomy Training.**

#### 4. TRANSFERS & NAME CHANGES

- 4.1 A transfer of your booking to another date and/or location may be requested at any time, depending on the deadlines highlighted below. No transfer request can be guaranteed, is at the discretion of PPT, and a transfer fee will be chargeable.
- 4.1.1 **Applying Phlebotomy Practices & Techniques in a Live Environment:** 30 days.
- 4.1.2 **All other courses:** 14 days.
- 4.2 Where the Client requests to transfer a booking to an alternative course date and/or location a transfer shall apply. Where further transfers are requested then the same transfer fees shall apply. In all cases the transfer fees will be paid at time of request.
- 4.2.1 **Applying Phlebotomy Practices & Techniques in a Live Environment:** £180
- 4.2.2 **All other courses:** £60
- 4.3 Where the Client requests to change a booking to an alternative named person or an own name change then an administration fee of **£60.00** shall apply. Where further name changes are requested then the same fees shall apply. In all cases the name change fees will be paid at time of request.
- 4.4 A maximum of two transfers or name changes are allowable, after which any Fees and Administrations costs shall be lost.
- 4.5 Where transfers or name changes are invoked by the Client then the Terms and Conditions applicable at the time of the initial booking shall remain in force.
- 4.6 Any transfer or name change fees paid are non-refundable.
- 4.7 All transfers offered, for whatever reason, must be completed within 6 calendar months of the date of the originally booked course.
- 4.8 The maximum number of transfers or name changes for any one Course and Client shall be two.



## 5. PAYMENT POLICY

5.1 We accept payments online via our website by credit or debit card, or PayPal. We also accept payment on invoice if you are purchasing on behalf of the NHS or an approved corporation.

5.1.1 PPT shall use a secure payment method, provided by PayPal or WorldPay, for Credit and Debit Card payments, which facilitates the safe processing of credit card transactions. No credit/debit card details are secured on our systems and all processes are encrypted, security checked and externally audited.

5.1.2 If the Client is making the payment by invoice, they must contact PPT first, and make the booking via telephone. All invoices are normally payable within 28 days of invoice date or no later than 7 days prior to the course date, whichever is the sooner.

## 6. YOUR STATUTORY RIGHTS

6.1 Nothing in these Terms and Conditions affects your statutory rights. PPT shall make provision of a course on the understanding that the course material and certificate, on payment of the Fee, is created as a bespoke package and therefore falls outside of Distance Selling Regulation's standard seven-day cancellation and cooling off period.

By booking our course you acknowledge that as soon as a reservation is made, PPT immediately begins a process of compilation of course material and associated services. As such I, the Client, waive my right to cancel the course except in accordance with PPT Terms and Conditions. By booking a course the Client agrees to accept these Terms and Conditions.

## 7. PERSONAL INFORMATION AND SECURITY

7.1 We guarantee that any personal information you send to us online will be secure and safe.

7.2 Information that you provide to us must be true, accurate and complete. You agree to inform us of any changes in your details (contact details, address, telephone number or email address) by email as soon as possible.

7.3 It is very important that your email address is correct and up-to-date as that is where we will send important information including your booking and payment confirmation.

7.4 Where the Client provides PPT with a correct email address PPT accepts no responsibility for your email settings and for subsequent non-receipt of one or multiple emails.



- 7.5 Where the Client provides PPT with an incorrect email address PPT accepts no responsibility for non-receipt of one or multiple emails.
- 7.6 Where the Client provides PPT with an incorrect Certificate Name or Postal Address PPT accepts no responsibility for the cost of re-issuing a replacement Certificate.

## 8. CONFIDENTIAL INFORMATION - ENGAGEMENT OF EMPLOYEES AND E-MAIL COMMUNICATIONS

- 8.1 The parties recognise that it may be necessary for one party to disclose to another party information of a proprietary or confidential nature. Each party agrees to treat as confidential and not at any time for any reason, except with the approval of the other party to disclose or permit to be disclosed to any person or otherwise make use of any such proprietary or confidential information including but not limited to information relating to the parties, business affairs or finances or any such information relating to any subsidiary, supplier, customer, or client of the disclosing party.
- 8.2 The restrictions contained in clause 8.1 shall cease to apply to information which:
  - 8.2.1 is available (otherwise than through the default of the provisions of clause 8.1 above) to the public generally at the time of disclosure.
  - 8.2.2 is acquired from a third party (other than agents, employees, representatives or persons acting on behalf of the other party) having a bona fide right to disclose such information or is required to be disclosed by law.
- 8.3 Each party undertakes to safeguard all records of the other party whether in writing or in the form of electronic data. All such records will remain the exclusive property of the disclosing party.

## 9. INTELLECTUAL PROPERTY

- 9.1 The Parties hereby agree that ownership of all Intellectual Property Rights subsisting in any documentation, course notes of other training materials which have been developed by PPT are owned absolutely by PPT and the Client shall not make any copies or reproduce the documentation, course notes or training materials howsoever and shall not provide copies of the training materials or documentation to any third party.
- 9.2 At no time shall personal recording devices be allowed during the Course, including but not limited to visual or auditory devices such as mobile telephones, video cameras, dictaphones and copying devices.





## 10. COPYRIGHT AND DATABASE RIGHTS

- 10.1 All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the PPT and is protected by copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of PPT and is protected by United Kingdom and international copyright and database right laws.
- 10.2 You may not extract and/or re-utilise parts of the contents of the website. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website. You also may not create and/or publish your own database that features substantial parts of this website.

## 11. PLAGIARISM

- 11.1 The Client must ensure that any course work submitted to PPT is their own work and has not been copied from any third party or other source. In the event that the client plagiarises any third party materials then PPT shall advise the Client that it has failed the Course. Where these circumstances arise PPT does not give any warranty or guarantee that the Client shall be entitled to re-submit any work required to complete the course.

## 12. WARRANTIES AND LIMITATION OF LIABILITY

- 12.1 PPT warrants that it shall provide the Course in a timely manner, with reasonable care and skill and to the best of its ability.
- 12.2 PPT shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for any consequential or indirect loss of whatever nature suffered by the Client or for special damages, or loss of profit or of any contract but nothing in this clause shall be construed as limiting or excluding the PPT's liability for death or personal injury resulting from its negligence.
- 12.3 PPT's aggregate liability to the Client whether in contract, tort or breach of statutory duty in respect of any and all loss or damage suffered or incurred by the client shall not exceed a sum equal to the Fee paid in respect of the Course.
- 12.4 The Courses provided by PPT gives no guarantee or warranty whatsoever that successful completion of any or all of its Courses will result in the employment or engagement of the Client.





### 13. STATUS

13.1 The relationship of PPT to the Client will be that of independent contractor and nothing in this Agreement shall create, or be deemed to create, a partnership, a joint venture or the relationship of principal and agent or employer and employee between the parties.

### 14. TERM AND CANCELLATION

14.1 This Agreement shall come in to force on the day that PPT confirms the booking and shall continue until the Course has been provided by PPT unless or until terminated by either party pursuant to the provisions of this clause 3 of the Agreement.

### 15. FORCE MAJEURE

15.1 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, and if such party gives written notice thereof to the other party specifying the matters constituting force majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

15.2 Where the Client fails to attend due to adverse weather conditions affecting a minimum of three other Clients on the same course then the Client may request a free of charge transfer to another Course date and/or location and in accordance with Clause 4.

### 16. NOTICES

16.1 Any notice required to be given hereunder by the Client to PPT shall be in writing and shall be served by sending the same by registered or recorded delivery post to the published registered address as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.

16.2 All notices documents communications and any other data to be provided under this Agreement shall be in the English language unless otherwise agreed.



## 17. GOVERNING LAW AND DISPUTES

17.1 The construction validity and performance of this Agreement shall be governed in all respects by English Law and any litigation arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English courts.

17.2 PRO Phlebotomy Training will comply with all applicable requirements of the Data Protection legislation (EU 2016/679) (GDPR) and any national implanting laws/regulations along with any successor legislation to the GDPR or Data Protection Act 1998.

17.3 Our website uses Google Analytics to allow us to improve customer experience. User-level and event-level data stored by Google Analytics is automatically deleted from Analytics' servers after 14 months.

## 18. REVIEWING THIS POLICY

18.1 If there are any queries about the contents of the policy, please contact the PRO Phlebotomy Training Centre on 01332 380 777 or by emailing [info@PROPhlebotomyTraining.co.uk](mailto:info@PROPhlebotomyTraining.co.uk).

18.2 The Senior Management Team reviews this policy at least annually during the bi-annual Service Review Meetings.

**Last Reviewed: January 2019**

18.3 This policy has been reviewed and approved by the Senior Management Team:

SIGNED:		DATE:	23/01/2019
NAME:	Kim Cockerham	POSITION:	Training Centre Manager