

If you have any queries about the following terms and conditions, please get in touch with a member of our team who can assist you. Please contact us on 016 384 774 OPT 2, alternatively, you can send us an email to [info@nemas.co.uk](mailto:info@nemas.co.uk)

## 1. GENERAL

1.1 The following terms and conditions are between NEMAS Training (part of National Event Medical And Security Limited) and the customer.

1.2 The terms and conditions replace any previous terms and conditions that were set out by National Event Medical And Security Limited.

1.3 Through booking on to a course with National Event Medical And Security Limited, a customer accepts and is entering a legal binding contract with the supplier and agrees to the terms and conditions listed.

1.4 All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

1.5 The Supplier is NEMAS, which operates under National Event Medical And Security Limited (registered in England and Wales with the company number: **14589989**). With the main office situated at Suite 5D Mandervell Rd, Oadby, Leicester, LE2 5LQ.

1.6 All courses will be awarded by Qualsafe who are a national awarding body. Our centre number is 0908076.

## 2. DEFINITIONS

2.1 "Conditions" these are the terms and conditions set out in this document as amended accordingly.

2.2 "Learner" or "delegate" means a person who is booked to attend a course.

2.3 "Customer" means the purchaser of services, being either an organisation or an individual, with the term customers also including those attending the course themselves (refer to 1.2).

2.4 "Individual" means a person who attends a scheduled open course.

2.5 "Course" means one of our Health and Safety Courses which are listed on the website and organised and run by NEMAS Training (part of National Event

Medical And Security). With “Services” meaning all of the courses, and any other related products and services that are supplied by NEMAS Training.

2.6 “Organisation” means a customer which is from either of the following: a company, charity, or a group of people. The group of people includes family bookings or someone who is booking on behalf of individuals to attend an open course.

2.7 An “Open Course” is a scheduled course at a selection of NEMAS Training’s training venues of which individuals and organisations can book one or more places.

2.8 “Business Day” includes Monday, Tuesday, Wednesday, Thursday, and Friday (excluding Saturday, Sunday and Public Holidays in England and Wales). If individuals or organisations wish to book a course with NEMAS Training on the excluded days listed, then additional fees will be incurred (see clause 3.6).

2.9 “Onsite Training” means completing a course at your own venue if deemed suitable to do so.

### **3. BOOKING CONDITIONS**

3.1 A customer can book onto a course through the website ([www.nemas.co.uk](http://www.nemas.co.uk)) ([www.fusionmedical.co.uk](http://www.fusionmedical.co.uk)), by telephone (0116 384 774 Opt 2 ), or by e-mail ([info@nemas.co.uk](mailto:info@nemas.co.uk)).

3.2 National Event Medical And Security Limited will provide the course at the customer’s chosen venue which may be at their own venue if suitable or they may wish to have the training delivered at one of National Event Medical And Security Limited’s training venues.

3.3 National Event Medical And Security Limited may at any time without notifying the customer make changes to the service if necessary, to comply with any applicable health and safety or other statutory requirements, or which do not affect the nature or quality of the service being delivered- and we will notify you if this is necessary.

3.4 If onsite training has been booked and the customer’s venue is not deemed suitable and appropriate to run the course, the trainer has the right to refuse the training as it is the customer’s responsibility to ensure their venue is

appropriate. If this situation occurs there will be no refund issued, and the course fee remains payable and cannot be withheld by the customer.

3.5 In terms of the onsite training venue, the customer agrees to a suitable training room that is a clean and safe environment and provides adequate space for the number of people attending the course. The space provided should be safe and meet the HSE guidelines for work requirements. The appropriate training equipment can be set up and used to run the course this includes space for the trainer to set up a laptop and their own projector.

3.6 If an organisation or group booking requires their course to run over a non-business day (Saturday, Sunday, or a bank holiday) an additional fee will be charged for each day of £50 per course.

3.7 All registered charities are able to receive a **10% discount** off each course they choose to book with National Event Medical And Security Limited.

3.8 National Event Medical And Security Limited reserves the right to adjust any prices, venue, or changes of the trainer.

3.9 A delegates name can be changed on the booking prior to the course date if for any reason the customer needs to change the delegate attending the course. To note, there will be an administrative charge of £5.00 including VAT to change the delegates name.

#### **4. PAYMENT AND VAT**

4.1 The fees for the Services are set out in the quotation and are on a time and material basis.

4.2 The fees for the Services are set out in the quotation and are on a time and material basis. In addition to the fees, we can recover from you the following:

- a. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses;
- b. the cost of services provided by third parties and required by us for the performance of the Services;
- c. the cost of any materials required for the provision of the Services.

4.3 Payments from all course bookings must be paid in full before the course start date, this applies to open courses as well as courses at a customer's venue. National Event Medical And Security Limited reserves the right to refuse admittance to the course until full payment has been received, unless prior to the course an agreement has been arranged between the customer and National Event Medical And Security Limited.

4.4 National Event Medical And Security Limited reserves the right to charge interest on late payments. Without limiting any other right we have for statutory interest, if a payment is not made in the period stated (45 days or more), we will charge interest at the rate of 4% per annum above the base lending rate of the Bank of England from the time of the amount outstanding until the full payment is received (no VAT is chargeable on the interest itself).

4.5 Free quotations of pricing will be confirmed via e-mail by National Event Medical And Security Limited. All quotations are valid for 7 days upon the date in which the e-mail has been sent.

4.6 The customer must pay for any additional services provided by National Event Medical And Security Limited that are not specified in the quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provision of clause 4.2 also applies to these additional services.

4.7 Certificates will not be issued until full payment has been received unless a prior agreement has been arranged between National Event Medical And Security Limited and the customer. This clause is stated in the invoice, in which when a course has been booked by a customer, they will receive an invoice which gives clear instructions to the customer on how to make payment.

4.8 Customers will pay VAT on all fees at the prevailing rate.

4.9 Payments made from Reed Online -

Under this policy, you may cancel your purchase of the course within the period of 14 calendar days from the date on which the contract of purchase is concluded. This is called a "Cancellation Period". Note that if you redeem your voucher during the Cancellation Period, you expressly request us to begin providing the course materials and you acknowledge that you lose your right to cancel the purchase of the course and get any refund for it.

In case you decide to cancel your purchase of a course, it can be done in the following way:

By filling out Cancellation Form and sending it to NEMAS Training via e-mail. If you cancel the purchase of a course within 14 calendar days as mentioned above, we will refund you for all payments made as a part of your purchase within 14 calendar days from the day we accept that you are entitled to a refund.

## **5. CANCELLATION OR TRANSFERS OF A COURSE BY CUSTOMER**

Cancellations and transfers of a course by a customer will be charged at the following rates:

<b>Notice Given</b>	<b>% of the fee charged</b>
<b>More than 28 days</b>	<b>0%</b>
<b>15 - 28 days</b>	<b>25%</b>
<b>1 - 14 days</b>	<b>50%</b>
<b>Cancellation on the day or no attendance</b>	<b>100%</b>

## **6. CANCELLATION OR TRANSFERS OF A COURSE BY NATIONAL EVENT MEDICAL AND SECURITY LIMITED**

In the event of a course cancellation or alteration of the dates or venue by National Event Medical And Security Limited, bookings will usually be transferred to our next available course of the same value.

## **7. RESCHEDULING OF A COURSE**

7.1 An organisation or individual can reschedule a course without charge, providing that National Event Medical And Security Limited receives 7 working days' notice before the start of the original course date.

7.2 If for any reason an organisation or individual chooses to reschedule a course with less than 7 working days' notice, they will incur a charge of 50% of the original course booking fee.

## **8. ATTENDANCE**

8.1 Failure to attend a course for any reason is considered as a cancellation with no notice and the payment will be due in full (refer to clause 5).

8.2 If a learner arrives late to a course or is absent from any of the courses, National Event Medical And Security Limited reserves the right to refuse to allow the individual to continue the training, and the payment will still be due in full (see clause 8.4).

8.3 Each learner must attend and complete all aspects of the course to qualify for certification.

8.4 National Event Medical And Security reserves the right to refuse admission to any individual who it considers in its discretion to be unsuitable for any reason given.

## **9. SUITABILITY**

9.1 The customers have the responsibility of ensuring the course they have booked on to is suitable for the delegates attending. Even when a customer has liaised with a National Event Medical And Security Limited employee and received course recommendations, the final decision on the course suitability is the customer's responsibility.

9.2 National Event Medical And Security Limited has an Equality and Diversity Policy, which ensures that all delegates are treated fairly, as well as ensuring their needs and requirements are fully met.

9.3 To fully meet all delegate's needs and requirements, National Event Medical And Security Limited should be informed in advance of the course so that any arrangements can be put into place to assist delegates in completing the course fully.

9.4 National Event Medical And Security Limited is not able to supply any specialist equipment or personnel such as a translator- this is up to the learner to source and provide at their own cost.

9.5 All onsite and open courses are delivered only in the English language, and all learners must have sufficient fluency in written and spoken English in order to successfully complete the course. If a learner is unable to do so, the trainer will not allow them to participate in the course- full payment will still be required and no refund will be given.

## **10. THE AGE, FITNESS, AND NATURE OF LEARNERS**

10.1 All learners of a First Aid course must be able to meet the physical requirements of being a First Aider and completing the course which includes the following:

- a. All learners must be able to be physically able to participate in all practical elements and demonstrations on the course which involves things such as kneeling on the floor to demonstrate CPR; and
- b. Suitable clothing must be worn for the course due to each learner having to participate in the practical elements of the course, so clothing such as dresses will not be appropriate; and
- c. Have good communication skills and have the necessary disposition needed to become a First Aider; and
- d. Delegates need to be 14 years old or above.

10.2 Delegates who are not able to meet the requirements for the course will not be able to attend the course and become a First Aider.

## **11. RE-CERTIFICATION**

11.1 By choosing to book with National Event Medical And Security Limited you are agreeing to receive a reminder of your annual update and your re-certification (after 3 years).

11.2 It is the responsibility of the customer and those attending the course to bring with them a valid First Aid at Work certificate when attending a re-certification, with First Aiders having a period of up to 28 days in order to requalify.

11.3 If National Event Medical And Security Limited has issued a customer with a certificate for a re-certification course and finds out later that the individual did not successfully complete the initial training, then the re-certification certificate will be invalid.

## **12. REPLACEMENT CERTIFICATES**

12.1 Replacement certificates can be requested at any time within the 3 years of a valid certificate following the completion of a course.

12.2 A replacement certificate can be sent via e-mail as a PDF free of charge.

12.3 Additionally, a hard copy replacement certificate can be provided with a charge of £10 per certificate (inclusive of VAT and postage).

12.4 A hardcopy Ofqual replacement certificate can be provided with a charge of £15 per certificate (inclusive of VAT and postage).

### **13. E-LEARNING AND BLENDED COURSES**

13.1 National Event Medical And Security Limited will receive payment for each license (note: a customer can purchase multiple licenses) and then the customer will be issued with the license log in details two weeks prior to the course date.

13.2 For the Blended Courses delegates will need to have completed the online element of the course prior to the practical course day, and delegates will need to bring their certificates with them to the practical day as proof of completion. If a delegate does not bring their certificate with them, they will be unable to complete the practical day of the course. Full payment of the course must still be made, and no refund will be issued.

### **14. LIABILITY**

14.1 Our liability under these Terms and Conditions, and in breach of statutory duty, shall be limited as set out in this section.

14.2 Although National Event Medical And Security Limited aims to deliver courses at venues that provide free parking, National Event Medical And Security Limited is not liable for any possible parking charges.

14.3 We are not liable (whether caused by our employees, freelance trainers, or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions for the following:

- a. Any indirect, special or consequential loss, damage, costs, or expenses;
- or



- b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; or
- c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- e. Any losses arising directly or indirectly from the choice of services and how they will meet your needs or your use of the services or any goods supplied in connection with the services.

14.4 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any matters for which it would be unlawful to limit liability.

14.5 The total amount of our liability is limited and shall not exceed the sum of twice the price paid by the Customer for the Services.

14.6 The information provided by National Event Medical And Security Limited either on the website or any documentation provided is for general information only and should not be treated as a substitute for medical advice given by a healthcare professional. Therefore, National Event Medical And Security Limited is not responsible or liable for any actions taken by an individual based on this information.

## **15. COMPLAINTS**

If a customer has a complaint about a service that has been provided by National Event Medical And Security Limited, then a customer should contact a member of the team from National Event Medical And Security Limited who will resolve the complaint as soon as possible.

## **16. REFUNDS**

16.1 In terms of a refund being made to the customer from National Event Medical And Security Limited, the refund may take up to 30 working days to be processed.

16.2 Refunds will be processed by the same payment method in which the original payment was made- unless an alternative arrangement has been made.

16.3 Refunds will be made in GBP (£) for the exact amount that was originally paid.

16.4 No refund will be issued to delegates who fail any course provided by National Event Medical And Security, or to those who do not attend a course for whatever reason (in line with clause 8).

## **17. DATA PROTECTION**

17.1 When supplying the services to the customer, National Event Medical And Security Limited may gain access to and acquire the ability to transfer, store, or process personal data of the customer and those attending the course.

17.2 National Event Medical And Security Limited will only process personal data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions.

17.3 All contact details that are supplied to National Event Medical And Security Limited will not be passed on to any third party.

17.4 Further information about National Event Medical And Security Limited's approach to data protection is specified in its Data Protection Policy, which can be found on the website and sent via e-mail on request. For any enquiries or complaints regarding data privacy get in touch with a member of the team via e-mail ([info@nemas.co.uk](mailto:info@nemas.co.uk)), or telephone (0116 384 774).

## **18. HOW WE MAY USE YOUR PERSONAL INFORMATION**

18.1 The customer can request details of what personal information National Event Medical And Security Limited holds about a customer, request that their data is deleted, and request that their data is not used for certain purposes- as set out by the Data Protection Act 2018.

18.2 If the customer would like to see what personal information National Event Medical And Security Limited holds about the customer or make any changes then they should contact a member of the team (see clause 17.4 for contact details).

## **19. TERMINATION**

19.1 National Event Medical And Security Limited can terminate the provision of services immediately for the following reasons:

- a. Commit a material breach of your obligations under these terms and conditions; or
- b. Fail to make full payment by the given due date for payment; or
- c. Are or become or, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision of the relief of insolvent debtor.

19.2 National Event Medical And Security Limited does not accept any liability for the consequences of the termination of the services.

19.3 The consequences of the termination arise without prejudice to the duties, rights, and liabilities of either party made prior to the termination of the service.

## **20. COPYRIGHT**

20.1 'National Event Medical And Security Limited' is the copyright owner of all course materials, with the exception of materials that are clearly published by a third party.

20.2 'National Event Medical And Security Limited' copyright materials may only be used by a learner of a training course for their personal use.

## **21. GOVERNING LAW**

These terms and conditions shall be governed by and interpreted in accordance with the law of England and Wales.