

## Code Red Training Terms and Conditions

Code Red Training ([www.coderedtraining.co.uk](http://www.coderedtraining.co.uk)) is the trading name for Code Red Training (Bristol) LLP, a company registered in England and Wales with company number **OC428000** and whose trading address is at **3a Yeo Bank Business Park, Kenn Road, Clevedon, North Somerset, England, BS21 6UW** (We, Us, Our).

This terms and conditions policy will explain your individual and organisational agreement and rights should a cancellation or change of position on a training course arise.

### 1. Definitions:

*In these Conditions the following expressions shall have the following meanings:*

**1.1** “Code Red Training” means Code Red Training (Bristol) LLP.

**1.2** The “Client” means the person, company or other legal entity identified as providing a request to Code Red Training to supply Services.

**1.3** The “Delegate” means the person undertaking a Code Red Training course.

**1.4** “Services” means the goods or services to be provided by Code Red Training to the Client under the terms of the contract and “Services” shall be construed accordingly.

**1.5** ‘Confirmation Date’ means the date when all the following apply:

**1.5.1** A request to supply Services has been received from the Client by Code Red Training.

**1.5.2** Code Red Training has confirmed to the Client that the course or other services requested are available and the price is correct.

**1.5.3** Payment has been received, or alternative payment method agreed.

**1.6** “Contract” means the contract between Code Red Training and the Client under which the Services are to be supplied by Code Red Training to the Client.

**1.7** “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

### 2. Scope

**2.1 These Terms.** These (and any other terms and conditions set out on the relevant page) are the terms and conditions (Terms) on which you book to attend the course or training services (Course)

via this website or mobile device application (Website) and apply to the exclusion of any other terms and conditions. Please read these Terms carefully before you make your booking with Us to attend the Course (Booking). These Terms outline how you may make a Booking, how We will administer it and when the contract comes into force, how the Course is delivered and what happens in the event of there being any issues, whether before or after the Course. If you think that there is a mistake in these Terms, please contact Us to discuss.

**2.2 How to contact us.** You can contact Us by telephoning James on 07796666308 or by e-mailing [info@codedredtraining.co.uk](mailto:info@codedredtraining.co.uk)

**2.3 How We may contact you.** If We have to contact you, We will do so by telephone or by writing to you at the email address you provided to Us in the Booking.

**2.4 “Writing” includes emails.** When We use the words “writing” or “written” in these Terms, this includes emails.

### **3. Content of the website**

**3.1** We take reasonable care to ensure that all details, descriptions and prices appearing on the Website are correct at the time when the relevant information was entered onto the Website.

**3.2** Although We aim to keep the Website as up to date as possible, the details, description, and prices appearing on the Website at a particular time may not always reflect the accurate position exactly at the moment you view them and accept no liability to you or any third party for any inaccuracies.

**3.3** We do not represent, undertake or warrant that access to the Website or any part of it shall be uninterrupted, reliable or fault free.

### **4. Our contract with you**

**4.1 Making a Booking.** Your Booking shall not be deemed acceptance of any apparent offer made by Us and the listing of a Course on the Website shall be an invitation to treat and provided for information purposes only. Your Booking is an offer to Us for you to attend the Course and by making a Booking you warrant that you are eligible to attend and meet any and all qualifying criteria or legal conditions that apply to those attending the Course.

**4.2 What will happen if you do not give required information to Us.** We may need certain information from you so that We can process the Booking, as detailed on the Website. We will contact you to ask for this information. If you do not give Us this information within a reasonable time of Us asking for it, or if you give Us incomplete or incorrect information, We may reject the Booking or otherwise treat the Booking as having been withdrawn without further liability to you.

**4.3 How We will accept your Booking.** Our acceptance of the Booking will only take place when We email you to accept it, at which point a contract will come into existence between you and Us. We reserve the right to reject your Booking for any reason whatsoever.

**4.4 If We are unable to accept your Booking,** We will inform you of this and will not charge you or otherwise provide you with a refund. This might be because the Course is fully booked or has been cancelled or postponed, because you do not meet the qualifying criteria to attend the Course, because you have not provided Us with the requisite information, because of unexpected limits on Our resources which We could not reasonably plan for, because Your payment has not gone through or because We have identified an error in the price or description of the Course.

**4.5 Waiting List.** Where possible, We shall place you onto a waiting list and inform you if a place becomes available on the Course. Where a place becomes available We shall let you know and if you still wish to attend, We shall process your payment and the contract will be formed.

**4.6 Your Booking number.** We will assign an order number to your Booking and tell you what it is when We accept your Booking. It will help Us if you can tell Us the order number whenever you contact Us about your Booking.

## **5. Price and payment**

**5.1 Where to find the price.** The price of the Course will be the price indicated on the website pages when you made the Booking. We take all reasonable care to ensure that the price of the Course advised to you is correct. However please see clause 5.3 for what happens if We discover an error in the price of the Course following the contract being formed.

**5.2** The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

**5.3 What happens if We got the price wrong.** It is always possible that, despite Our best efforts, some of the Courses We list may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the Course's correct price at your Booking date is less than Our stated price at your Booking date, We will charge the lower amount. If the Course's correct price at your Booking date is higher than the price stated to you, We will contact you for your instructions before We accept your Booking. If We accept and process your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, and you do not wish to pay the correct (higher) price then We may end the contract and refund you any sums you have paid.

**5.4 When you must pay and how you must pay.** We accept payment with the payment mechanisms listed on the Website or by direct bank transfer detailed by invoice. All payments are processed in UK Pounds Sterling and no payment shall be deemed to have been made until we receive cleared funds. Payment for courses can be in full at time of booking or paid by instalments if agreed by prior arrangements. A non-refundable deposit of 30% is due at the time of booking and a further final payment must be made no later than two weeks before the course start date.

**5.5** Special arrangements may be separately agreed in the case of late bookings.

**5.6** Code Red Training is entitled to charge late payment recovery compensation as specified in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts regulations 2002) and the Late Payment of Commercial Debt Regulations (2013) and reasonable cost reimbursement. We reserve the right to claim an additional £25.00 each day the payment is overdue until the debt is settled.

**5.7** Where any payments have been made in accordance with clause 5.4 and the Client decides to end their contract in accordance with clauses 10, 10.12, 10.13.1, 10.13.2 and 10.13.3, a non-refundable administration fee of £25.00 (**Admin Fee**) shall be incurred.

**5.8** As an alternative to ending the contract, the Client may opt to transfer to another course where one is available. In this instance a non-refundable administration fee of £25.00 (**Admin Fee**) shall be incurred.

**5.9** No certification will be issued until payment for the course has cleared.

## **6. Our rights to make changes**

**6.1** Minor changes to the Course. We may change the Course:

**6.1.1** to reflect changes in relevant laws and regulatory requirements; and

**6.1.2** to implement minor technical adjustments and improvements, provided that its subject matter shall remain consistent.

**6.2** More significant changes to the Course and these Terms. If We make more significant changes to the course We will notify you and you may then contact Us to end the contract and receive a refund.

## **7. Delivery of the course**

**7.1 Performance.** We shall use reasonable care and skill in the delivery of the Course.

**7.2 Special Requirements.** You warrant that at the Booking date, you provided Us with all information which We may reasonably need to be made aware of in connection with the provision of the Course, including but not limited to any dietary requirements and details of protected characteristics (as defined by the Equality Act 2010).

**7.3 Content.**

**7.3.1** All rights relating to patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (IPRs) in or arising out of or in connection with the Course including any documents, files, materials or other products produced or delivered to you arising out of or in connection with the delivery of the Course (Deliverables) shall be owned by Us.

**7.3.2** We grant to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy the Deliverables for the purpose of receiving the Course and using the Deliverables solely and exclusively for internal business or personal purposes (as the case may be). You are strictly prohibited from redelivering the Course or distributing the Deliverables for any commercial gain or such other purpose not authorised by Us in writing.

**7.3.3** You shall not sub-license, assign or otherwise transfer the rights granted in this clause 7.3.

**7.3.4** The Course and any element of the Deliverables are not intended to constitute advice in any specific situation and may not constitute a complete, comprehensive and definitive outline of the subject matter and as such should not be relied on as such by you.

## **8. Training providers:**

**8.1** The contents of course schedules are intended for general guidance only and do not form any part of a contract. Code Red Training reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses. We will provide as much notice as possible.

**8.2** The indication of course availability and location shown on Code Red Training website is for general guidance and does not form any part of a contract. Please await your joining instructions from Code Red Training before making any travel or accommodation arrangements as Code Red Training will not be liable for any action that you may take in reliance on the information.

**8.3** It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

**8.4** Code Red Training will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

**8.5** Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.

## **9. Course Duration:**

Course durations for classroom events and access periods for eLearning products are clearly stated on the website. However these can be managed at Managing Director discretion.

## **10. Cancellation, Transfers and Substitutions with respect to Training Courses:**

**10.1** Code Red Training reserves the right to cancel or arrange an alternative date for a course. In such circumstances, Code Red Training will endeavour to provide notice of cancellation or change to the Client. In the event of a cancellation, the Client will be entitled to a full refund of the course fee,

but Code Red Training shall not be liable for any other loss or expense arising.

**10.2** The Client may cancel the course booking by notifying Code Red Training in writing by acknowledged email at [info@coderedtraining.co.uk](mailto:info@coderedtraining.co.uk) as soon as reasonably practicable.

**10.3** The Client, due to circumstances out of their control, may require course dates to be adjusted. This however will be down to the availability of Code Red Training. We will always consider requests with notice, however The Client should understand that Code Red Training are not legally obligated to make alternative date changes.

**10.4** The Client shall be deemed to have cancelled the course if a delegate does not attend the event. The Client will be subject to a cancellation fee of 100% of the course costs if cancelled less than 7 days prior to the start date of the course and 50% of the course cost where cancellation is made no less than 7 days prior to the date of the course.

**10.5** In the event that the delegate is unable to attend the course booked, Code Red Training will endeavour to transfer the delegate to an alternative course. If this is requested 28 or more Working Days from the start date of the original course, then an administration fee of £25 plus any difference in the course price will be charged. If a transfer is requested within 26 Working Days, then an administration fee of 25% of the course cost shall be payable unless communicated with Code Red Training.

**10.6** Code Red Training will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the prerequisites for the course. In the event of a substitution, the Client shall pay an administration fee of £25 plus any unavoidable costs relating to the change.

**10.7** For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included and upon course materials and access to E-Learning being provided to the Client, 100% of the Course Fee is payable in the event of any cancellation.

**10.8** For clients who book onto an 'open course' with Code Red Training, 30% of their course cost is non-refundable due to registration, consumables and insurance expenses unless otherwise communicated by Code Red Training.

**10.9** If a student is referred from a course Code Red Training can charge an additional administration fee for repeated examinations and assessments.

**10.10** You can always end your contract with Us. Your rights when you end the contract will depend on the timing and context of the ending of the contract:

**10.10.1** If you want to end the contract because of something We have done or have told you We are going to do, see clause 10.11;

**10.10.2** If you are a consumer and have just changed your mind about the product, see clause 10.12. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

**10.10.3** In all other cases (if We are not at fault and there is no right to change your mind), see clause 10.13.

**10.11** Ending the contract because of something We have done or are going to do. If you are ending a contract for a reason set out at 10.11.1 to 10.11.4 below the contract will end immediately and We will refund you in full and you may also be entitled to compensation. The reasons are:

**10.11.1** We have told you about an upcoming change to the product or these Terms which you do not agree to (see clause 6.2);

**10.11.2** We have told you about an error in the price (where the correct price is greater than that You were told about) or description of the Course and you do not wish to proceed;

**10.11.3** there is a risk that supply of the Course may be significantly delayed because of events outside Our control; or

**10.11.4** you have a legal right to end the contract because of something We have done wrong.

**10.12** Exercising your right to change your mind (Consumer Contracts Regulations 2013) if you are a consumer. If you are a consumer, you have a legal right to change your mind within 14 days of the contract being formed and receive a refund. However, once We have completed the Course you cannot change your mind, even if the period is still running. If you cancel after We have started the Course, you must pay Us for the services provided up until the time you tell Us that you have changed your mind.

**10.13** Ending the contract where We are not at fault and there is no right to change your mind. Even if We are not at fault and you do not have a right to change your mind (see clause 10.10), you can still end the contract before it is completed, but you may have to pay Us compensation. The contract is completed when the Course has been delivered and you have paid for it. If you want to end a contract before it is completed where We are not at fault and you have not changed your mind, just contact Us to let Us know. The contract will end immediately and We will refund any sums paid by you for products not provided but We may deduct from that:

**10.13.1** 50% of the price where the cancellation is made no less than 7 days prior to the date of the Course;

**10.13.2** 100% of the price where the cancellation is made less than 7 days prior to the date of the Course.

**10.13.3** Please note that due to the specific nature of The Courses, We may deduct 100% of the price where the cancellation is made less than 6 weeks prior to the start date of the Course. This reflects the difficulty healthcare professionals experience in arranging duty absence and our ability to fill cancelled course places with less than 6 weeks notice.

## **11. How to end the contract with Us (including if you have changed your mind)**

**11.1 Tell Us you want to end the contract.** To end the contract with Us, please let Us know by doing one of the following:

**11.1.1 Phone or email.** Call James on 07796666308 or email Us at [info@coderedtraining.co.uk](mailto:info@coderedtraining.co.uk). Please provide your name, address, details of the Booking and, where available, your phone number and email address.

**11.2 Deductions from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind We may deduct from any refund an amount for the supply of the services connected with the Course for the period for which it was supplied, ending with the time when you told Us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**11.3 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling Us you have changed your mind.

## **12. Our rights to end the contract**

**12.1 We may end the contract if you break it.** We may end the contract at any time by writing to you or removing you from the Course at any time where We reasonably deem that you are:

**12.1.1** in breach of any of the provisions of these Terms (and where the breach is remediable have failed to remedy that breach within the time period provided); or

**12.1.2** causing a disruption to or impairing the delivery of the Course.

**12.2** You must compensate Us if you break the contract. If We end the contract in the situations set out in clause 12.1 We will refund any money you have paid in advance for services in connection with the Course that We have not provided but We may deduct or charge you in accordance with the mechanism detailed in clause 10.13, as compensation for the net costs We will incur as a result of your breaking the contract (dependent on when that breach takes place).

**12.3** We may postpone or withdraw the Course. We may write to you to let you know that We are going to postpone or withdraw the Course. We may exercise this right at Our absolute discretion but including but not limited to where events have occurred beyond Our reasonable control (whether that be due to force majeure, adverse weather conditions, failure of any of Our suppliers, agents or subcontractors) or We have an inadequate number of delegates booked to attend the Course. In the event of a:

**12.3.1** postponement, We shall provide you with the option to:

**12.3.1.1** attend the Course on an alternative date, where We are able to provide an alternative date within a reasonable time and without causing significant inconvenience; or

**12.3.1.2** obtain a full refund, where We are unable to provide an alternative date within a reasonable time or without causing significant inconvenience; or

**12.3.2** cancellation, We shall provide you with a full refund, and We shall have no further liability to you including for any costs or expenses incurred in connection with the Course. For the avoidance of doubt, We shall not provide you with a refund of the Admin Fee, where applicable.



### **13. If there is a problem with the product**

If you have any questions or complaints about the Course, please contact Us. We are under a legal duty to supply products that are in conformity with this contract and any statutory rights that you have if you are a consumer.

### **14. Our responsibility for loss or damage suffered by you**

**14.1** We are responsible to you for foreseeable loss and damage caused by Us. If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breaking this contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable (including any indirect, special or consequential loss; loss of profits, goodwill and reputation, business, interruption, data, chance and opportunity). Loss or damage is foreseeable if it falls outside of the categories set out above and either it is obvious that it will happen or if, at the time the contract was made, both We and you knew it might happen, for example, if you discussed it with Us during the sales process.

**14.2** We do not exclude or limit in any way Our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Course.

**14.3** Cap on liability. Our maximum liability to you under this contract and howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to the price paid for the Course, except in cases of direct physical damage to the Client's property, personal injury or death.

**14.4** Code Red Training shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

### **15. Other important terms**

**15.1** We may transfer this agreement to someone else. We may transfer Our rights and obligations under these Terms to another organisation.

**15.2** You need Our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if We agree to this in writing, such agreement not to be unreasonably withheld or delayed.

**15.3** Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and Us. No other person shall have any rights to enforce any of its Terms.

**15.4** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**15.5** Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist

immediately that you do anything you are required to do under these Terms, or if We delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent Us taking steps against you at a later date. For example, if you miss a payment and We do not chase you but We continue to provide the products, We can still require you to make the payment at a later date.

**15.6** Which laws apply to this contract and where you may bring legal proceedings. These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you are a consumer and live in Scotland you can bring legal proceedings in respect of the contract in either the Scottish or the English courts. If you are a consumer and live in Northern Ireland you can bring legal proceedings in respect of the contract in either the Northern Irish or the English courts.

**15.7** Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Code Red Training or its Training Providers shall be subject to correction without any liability on the part of Code Red Training.

**15.8** No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of Code Red Training.

**15.9** These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

**15.10** All parties (including Code Red Training, the Client and the Training Provider) shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf.

## **16. Forced Majeure:**

**16.1** Code Red Training shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

**16.2** If Code Red Training is unable to perform its duties and obligations under this contract as a direct result of one or more such causes, Code Red Training shall give written notice to the Client of such inability stating the cause in question.

## **17. Data Protection and Confidentiality:**

**17.1** The policy of Code Red Training with respect to data protection is detailed in these terms and conditions. The Code Red Training Privacy and Cookies Policy should be read in conjunction with these terms and conditions of the contract.

**17.2** Where Services are certified training courses, the Client consents to allow Code Red Training

full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist Code Red Training in providing advice to its clients.

**17.3** All Intellectual Property associated with training courses shall remain vested in the owner be it Code Red Training or others.

**17.4** Intellectual Property which is identified as, or can reasonably be deemed to be confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of Code Red Training. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

**17.5** Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify Code Red Training against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.