

# Outreach Rescue Ltd Terms and Conditions

Outreach Rescue will always seek to ensure that its products and services meet the client's expectations. Should you have any questions, please do not hesitate to contact us at [enquiries@outreachrescue.com](mailto:enquiries@outreachrescue.com)

This document sets out our general terms and conditions for the following services:

- Provision of Training Services

## Training Services

### 1. Applicability

1.1 The following terms and conditions are applicable to courses delivered by Outreach Rescue, both on site and courses delivered remotely.

### 2. Orders

**2.1.** No terms or conditions endorsed on a Purchaser's order, specification, or similar document will form part of the contract between the parties. By placing an order, the Purchaser acknowledges the applicability of the Outreach Rescue Training Supply Terms.

**2.2.** Outreach Rescue and the Purchaser shall agree on times and places for the performance of Services which shall generally be set out in email communications between both parties.

**2.3.** Failure to notify of any delay shall not on its own entitle the Purchaser to terminate the contract or withhold payment against Outreach Rescue's invoice. Unless otherwise agreed in writing with Outreach Rescue, the Purchaser shall not be entitled to cancel any order for Services once the first performance of the Services has been performed by Outreach Rescue. Any cancellation by the purchaser will be subject to the Outreach Rescue Ltd Cancellation Policy and may be subject to charges. See Appendix A at end of document.

**2.4.** Purchasers will be asked to make payment in advance for Services against Outreach Rescue's pro-forma invoice or provide a suitable credit reference or such other proof of creditworthiness as Outreach Rescue may require at its sole discretion before supply.

### 3. Eligibility For and Outcome of Training Courses

**3.1.** It is the Purchaser's / Employer's responsibility to ensure that all students booked for courses hold the necessary prerequisites as described in the course data sheets (available on the Outreach Rescue website). Failure to ensure that pre-requisites are held may result in the student being denied participation in the course, or not being issued the desired certification following the training.

**3.2.** It is the Purchaser's / Employer's responsibility to ensure that students are free from any condition which would affect their capability to undertake their chosen course and that they have the aptitude to cope with an intensive course of study.

**3.3.** Outreach Rescue welcomes students with disabilities but it remains the responsibility of the individual or their employer to ensure that they are appropriately supported in their workplace. Outreach Rescue should be provided in advance (and for setting up purposes) notification of any assistance that a student is likely to need during the running of a course.

**3.4.** If Outreach Rescue decides that a student has not achieved the learning outcomes of the course and/or the assessment standard (i.e. they are deemed 'not yet competent'), then they will subsequently be given a reassessment plan. This may involve re-attendance of a full assessment course, or in certain situations, require the attendance of only part of an assessment course, or involve a bespoke reassessment process. Reassessments and further training will be charged for.

**3.5.** To be eligible to attend an assessment course without having an in date certificate of training in the corresponding course, students must supply evidence of an equivalent training programme which must be approved by Outreach Rescue.

**3.6.** The Purchaser acknowledges that if the Student arrives late for a course or is absent from any session, Outreach Rescue reserves the right to refuse to accept the student for training, if it decides in its sole discretion that the student will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable. To conform with the requirements for certificates, attendance at all sessions is mandatory.

**3.7** It is the responsibility of the student or purchaser to ensure all information given from you to Outreach Rescue is accurate.

## **4. Terms of Payment**

Unless subject to separate agreed arrangements, the Purchaser shall pay Outreach Rescue before attending the training course.

If the customer has a credit account payment will be made within 30 days nett of the date of Outreach Rescue's invoice. If the Purchaser fails to make payment on the due date, Outreach Rescue shall be entitled to charge the Purchaser interest at the annual rate of 3% above the base rate of NatWest Bank plc. Unless otherwise agreed with Outreach Rescue or required by law, the Purchaser shall not be entitled to make any set-off in respect of amounts due to Outreach Rescue. All course fees are subject to the current rate of VAT (valid exemptions only). Certificates of training may be withheld until payment is made.

## **5. Confidentiality**

Each party acknowledges and agrees that any and all information concerning the other's business or the terms of the Agreement including these Outreach Rescue Supply Terms is confidential (hereinafter referred to as 'Confidential Information') and each party agrees that it shall not permit the duplication,

use or disclosure of any such Confidential Information to any person (other than its own employee, agent or sub-contractor where the same requires such information for the performance of the Agreement) unless such duplication, use or disclosure is specifically authorised in writing by the other party, or is required by the operation of Law. Confidential Information does not include information, which at the time of disclosure is generally known by the public (other than by the unauthorised act of the disclosing party). The parties shall take all reasonable steps to ensure that their employees, agents, and sub-contractors keep Confidential Information confidential.

## **6. Data Protection**

For information about how we might collect and use the information you give us, the conditions under which we may disclose it to others, how we keep it secure, and your legal rights in relation to any personal information we hold, please see our Data Protection policy on the downloads page of our website.

## **7. Intellectual Property**

**7.1.** Each party confirms that it owns, or has all necessary rights in the use of, all intellectual property in relation to the Services and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with, the originating party unless otherwise agreed in writing between the authorised representatives of Outreach Rescue and the Purchaser.

**7.2.** Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages, and expenses which the other may suffer or incur as a result of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the other party.

## **8. Force Majeure**

Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.

## **9. Warranties**

**9.1.** Outreach Rescue warrants to provide Services with all the care and skill to be expected of a qualified and competent contractor experienced in undertaking services of the same kind as the Services.

**9.2.** If the Services performed are in breach of Clause 9.1, Outreach Rescue will at its option make good the performance, re-perform the Service or refund the Purchaser the relevant Price, subject to availability and the performance being proved to be deficient to the reasonable satisfaction Outreach Rescue. These obligations will not apply where:

**9.2.1.** the part of the Service concerned was based on information supplied by or varied from the normal Service at the specific request of the Purchaser; or

**9.2.2.** the Purchaser failed to notify Outreach Rescue of the defect within 14 days of the supply.

## **10. Liability**

**10.1.** Nothing in this contract excludes or limits or attempts to exclude or limit the liability of either party for death or personal injury caused as a result of its negligence, or for fraudulent misrepresentation, or in respect of the implied warranties contained in the Supply of Goods and Services Act 1982.

**10.2.** Subject to Clause 11.1 Outreach Rescue will be under no liability to the Purchaser whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect, or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused.

**10.3.** Subject to Clauses 11.1 and 11.2, Outreach Rescue's aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused will be limited to the amount paid for the Services concerned.

## **11. Freedom of Information**

Where the Purchaser is a Public Authority as defined in the Freedom of Information Act 2000 ('the FOIA') it agrees to notify Outreach Rescue immediately if it receives any FOIA request for information regarding Outreach Rescue or its business, and it agrees to consult with Outreach Rescue regarding the application of any exemptions under the FOIA in relation to such request. Outreach Rescue agrees to cooperate with the Purchaser in relation to the FOIA.

## **12. Disputes**

In the event of a dispute concerning the Goods or Services, the parties shall use their reasonable endeavours to resolve it as soon as practicable. If they fail to do so within 30 days, the parties shall try to agree on and implement a method of dispute resolution. If they fail to agree on such a method within 30 days, the parties confirm that the dispute will then become subject to the exclusive jurisdiction of the courts of England and Wales.

## **13. Consequences of Termination**

The termination of this Agreement howsoever arising is without prejudice to the rights, duties, and liabilities of either party accrued prior to termination. The clauses which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## **14. Contracts (Right of Third Parties) Act 1999**

The parties to the contract incorporating these conditions do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **15. Assignment**

Neither party shall be entitled to assign or transfer any of its rights or obligations without the prior written agreement of the other (which shall not be unreasonably withheld or delayed).

## **16. Waiver**

No failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

## **17. Invalidity/Severability**

If any clause or part of this Agreement is found by any court, tribunal, administrative body, or authority of competent jurisdiction to be illegal, invalid, or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

## **18. Variation**

This Agreement may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that this Agreement is varied in the manner specified.

## **19. Entire Agreement**

These terms and conditions, and the Agreement into which they are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Supply. Nothing in this Clause shall be taken to exclude liability for fraudulent misrepresentation.

## **20. No Partnership**

Nothing in this Agreement or any arrangement contemplated by it shall constitute either party a partner of the other nor shall the execution, completion, and implementation of this Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or to pledge the credit of the other party.

## **21. Compliance with Laws and Regulations**

Each party shall observe and abide by and shall require its sub-contractors to observe and abide by all laws, regulations and by laws as may apply in relation to the matters contemplated by this Agreement.

## **22. Governing Law and Jurisdiction**

The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by the law of England and Wales and subject to Clause 14, the courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.

# APPENDIX A

## CANCELLATION POLICY

In the event of cancellations, please inform Outreach Rescue as soon as possible. We will typically help as best as possible to transfer the delegate to another date that works, change for another delegate on the same course or cancel the place. This is our standard policy, at our discretion we may be able to be more accommodating than the following:

8+ weeks notice	<ul style="list-style-type: none"><li>• Cancellation - free of charge</li><li>• Change of delegate - free of charge</li><li>• Transfer to another course - free of charge</li></ul>
4-8 weeks notice	<ul style="list-style-type: none"><li>• Cancellation - 50% fee*</li><li>• Change of delegate - free of charge</li><li>• Transfer to another course - £40 admin fee</li></ul>
1-4 weeks notice	<ul style="list-style-type: none"><li>• Cancellation - 100% fee*</li><li>• Change of delegate - free of charge**</li><li>• Transfer to another course - Not offered</li></ul>
1 week or less notice	<ul style="list-style-type: none"><li>• Cancellation - 100% fee*</li><li>• Change of delegate - Situationally dependant**</li><li>• Transfer to another course - Not offered</li></ul>

- Contact Outreach Rescue as soon as possible in the event you need to cancel or change a course booking.
- Cancellation or changes can only be made by the person who originally booked the course, please speak to your training manager or equivalent to make changes.
- \*Fees are the combined cost of course fees plus accommodation fees where booked, and will be subject to VAT.
- \*\* Many courses have essential pre-course learning, it is essential you leave sufficient time for any new delegate to complete necessary pre-course learning as not to adversely affect a course. On this basis we reserve the right to only offer changes of delegates at less than a week's notice at our discretion.
- Some courses require enrolment with 3rd parties, any enrolment fee already incurred will be payable in the event of a change of delegate or cancellation, and we reserve the right to deny a change of delegate if enrolment cannot be processed in time.
- If we have specifically listed a course for you based on minimum attendance, we reserve the right to charge for this minimum number.