St John Ambulance
Isle of Man

Training terms & conditions

1 Information about us and how to contact us

1.1. **Who we are:** We are St John Ambulance Isle of Man, a company limited by guarantee registered in the Isle of Man under company number 127371C. Our registered office is at St John House, Glencrutchery Road, Douglas, Isle of Man, IM2 6BG. We are a registered Manx charity under charity number 1112.

1.2. **How to contact us:** You can contact us by telephoning our booking team on 01624 674387 or by writing to us at info@sja.org.uk.

1.3. **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 your booking.

1.4. **"Writing" includes emails:** When we use the words "writing" or "written" in these terms, this includes emails.

2. These terms

2.1. **What these terms cover:** These are the terms and conditions on which we supply training services to you.

2.2. **Why you should read them:** These terms tell you who we are, how we will provide training services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2.3. **Are you a business customer or a consumer?** You may have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual; and

- You are buying training services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

3. Booking a course

3.1. **How we will accept your booking:** Our acceptance of your booking will take place when we email you with a booking confirmation, at which point a contract will come into existence between you and us.

3.2. **If we cannot accept your booking:** If we are unable to accept your booking, we will inform you of this and will not charge you for the training course. This might be because the training course is fully booked, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the training course.

3.3. **Your booking reference number:** We will assign a booking reference 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 booking reference number whenever you contact us about your booking.

3.4. **Your responsibility to book the correct training course:** You acknowledge that you are responsible for the selection of the training course.

4. Your rights to make changes

4.1. If you wish to make a change to the training course you have booked please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the training course, the timing of the training course or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes

5.1. **Minor changes to the training courses:** We may change the training courses:

5.1.1. to reflect changes in relevant laws and regulatory requirements; and

5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the training course.

5.2. **More significant changes to the training courses and these terms:** In the event that we need to make significant changes to the training course or these terms, we will notify you and you may then contact us to transfer the booking to another individual at no cost or to transfer your booking to another course (for which a transfer fee may be payable).

6. Transferring your booking

6.1. Please contact us on 01624 674387 or info@sja.org.im if you wish to transfer your booking to another individual or training course.

6.2. If you wish to transfer your booking on a specific training course to another individual, this is not subject to any transfer fee.

6.3. If you wish to transfer your booking from one training course to another training course. This is subject to a fee as set out below, transfer fees are subject to VAT:

In the case of transfer:

More than 4 weeks before the training course is due to commence:

- First transfer at no charge
- Subsequent transfer: 25% of amount charged

Between 2-4 weeks before the training course is due to commence:

- 25% of booking fee will be charged as a transfer fee

Less than 2 weeks before the training course is due to commence:

- 50% of booking fee will be charged as a transfer fee

6.4. Any transfer of booking will not be completed until:

6.4.1. you have received an email confirming your booking onto an alternative training course; or

6.4.2. the individual to whom you are transferring your booking has received an email confirming their booking.

6.5. Nothing in these terms allows you to resell or offer for resale at a premium, your booking on the training course unless expressly authorised by us. These are grounds for cancellation by us.

7. Providing the training course

7.1. **Suitability for the training course:** Please note it is your responsibility to ensure that you or any individuals you book on the training course are free from any condition which would affect your or their capability to undertake the chosen training course, and that you or they have the aptitude to cope with an intensive course of study. We welcome students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. St John Ambulance Isle of Man would welcome in advance, for setup purposes, notification of any assistance that a student is likely to need during the running of the course.

- Delegates need a basic command of English (defined as Level 2). So whilst we are often able to provide support to people who for example do not have English as a first language, our ability to do so is limited by the time available and the number of people who require assistance, although we may be able to make special arrangements if requested in advance. Please contact us if you need any guidance.

7.2. **Training course information:** During the booking process we will let you know when and where the training course will be taking place. We will provide joining instructions at least 4 weeks prior to the training course.

7.3. **We are not responsible for delays outside our control:** If the training course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay we will use reasonable endeavours to book you onto an equivalent training course.

7.4. **What will happen if you do not give required information to us:** We will need certain information from you so that we can supply the training course to you, for example, delegate name. If so, this will have been stated in the description of the training course on our website. We will contact you to ask for this information. Additionally, you must provide the following information: details of any assistance that you or an individual you have

booked onto a training course is likely to need during the running of a course.

- 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 either end the contract (and clause 11 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for complications on the day of the training course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.5. **Resupplying a training course:** If we decide in our sole discretion that a participant has not achieved the learning outcomes of the training course and/or the assessment standard, then we shall inform the participant and we reserve the right to charge for any further training or coaching over and above that provided on the training course.

8. Removal from the training course

8.1. **We reserve the right to refuse to allow you, or any person booked by you, to participate, or continue to participate, in the training course if you:**

8.1.1. give cause for concern that your continued participation may cause offence or injury to yourself or other participants;
8.1.2. do not arrive in time for the training course or any part of it;
8.1.3. are deemed by us (acting reasonably) to behave inappropriately;
8.1.4. are, in our reasonable opinion, under the influence of drugs and/or alcohol;
8.1.5. are not dressed appropriately throughout the course;
8.1.6. do not maintain appropriate personal hygiene. We recommend that no heavily scented perfumes, colognes or lotions are used; or
8.1.7. do not meet the minimum age requirement for the training course.

8.2. Your removal from the training course will entitle us to end the contract as per clause 11.

8.3. Your removal from the training course under this clause 8 will not entitle you to any refund.

9. Your rights to end the contract

9.1. **You can always end your contract with us:** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

9.1.1. **If the training course is misdescribed you may have a legal right to end the contract:** (or participate in an equivalent training course or to get some or all of your money back);

9.1.2. **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 9.2;

9.1.3. **If you are a consumer and have just changed your mind about the training course**, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions (such as any administration fee);

9.1.4. **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)**, see clause 9.6.

9.2. **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 9.2.1 to 9.2.3 below the contract will end immediately. We shall use reasonable endeavours to offer you an alternative training course. If no alternative training course is available, we will refund you in accordance with clause 10.2. The reasons are:

9.2.1. we have told you about an upcoming change to the training course or these terms which you do not agree to (see clause 5.2);

9.2.2. we have told you about an error in the price or description of the training course you have booked and you do not wish to proceed;

9.2.3. you have a right to end the contract because of something we have done wrong.

9.3. **Exercising your right to change your mind if you are a consumer:** If you are a consumer then for most products and/or services bought online you have a statutory right under Isle of Man consumer protection legislation to change your mind within 14 days and receive a refund.

9.4. **How long do consumers have to change their minds**? If you are a consumer you have 14 days after the day we email you to confirm your booking; this is

your cooling-off period. However, if the training course takes place during the cooling-off period and you take part in the training course, you cannot change your mind, even if the cooling-off period is still running.

9.5. **If you need to end the contract for reasons that prevent your participation:** If you are prevented from participating, for example due to injury or ill health, then you can:

9.5.1. defer your booking to another training course. If the alternative training course is a higher price than the course you booked onto, you will be required to pay the difference, but no transfer fee will be payable; or

9.5.2. transfer your booking to another individual in accordance with clause 6.

You must provide a note from a doctor in order to exercise the options in clause 9.5.1 to clause 9.5.2 above.

9.6. **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 are not a consumer who has a right to change their mind (see clause 9.1), you can still end the contract before it is completed. You may have to pay us compensation as set out below, cancellation fees are subject to VAT:

More than 4 weeks before the training course is due to commence:

- Full refund of booking fee.

Between 2-4 weeks before the training course is due to commence:

- 50% of booking fee will be refunded.

Less than 2 weeks before the training course is due to commence:

- The booking fee will not be refunded.

In all cases, notice of cancellation must be confirmed in writing addressed to the contact details on the booking confirmation.

10. How to end the contract with us (including if you are a consumer who has changed their mind)

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

- Phone or email: Call our team on 01624 674387 or email us at info@sja.org.im. Please provide your name, address, details of the booking and, where available, your phone number and email address.

10.2. **How we will refund you:** If you are entitled to a refund under these terms we will refund you the price you paid for the training course less any administration fee, by the method you used for payment. If you are a business and make payment pursuant to an invoice, we will credit the refund amount to your account. You may contact our finance team if you wish to apply for a refund instead of a credit to your account. You will need to include your account code, invoice or credit note number and bank details.

10.3. **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 that you have changed your mind.

11. Our rights to end the contract

11.1. **We may end the contract if you break it:** We may end the contract for a training course at any time to you if (for example):

11.1.1. we remove you, or any person booked by you, from the training course due to one of the reasons listed in clause 8.3;
11.1.2. you do not make any payment to us when it is due;
11.1.3. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the training course; or
11.1.4. a participant arrives late for a course or is absent from any session, we reserve the right to refuse to accept the participant for training, if we decide in our sole discretion that the participant will gain insufficient knowledge or skill in the time remaining. To conform with the Isle of Man Health and Safety at Work etc. Act 1974 (as applied to the Island) and local workplace statutory certificate requirements, attendance at all sessions is mandatory.

12. If there is a problem

How to tell us about problems: If you have any questions or complaints about the training course, please contact us. You can telephone our customer service team at 01624 674387 or write to us at info@sja.org.im.

13. Price and payment

13.1 **Where to find the price for the training course:** The price of the training course (which is shown excluding VAT) will be the price indicated on the booking pages when you made your booking. We take reasonable care to ensure that the price of the training course advised to you is correct. However please see clause 13.2 for what happens if we discover an error in the price of the training course you book.

13.2 **What happens if we got the price wrong:** It is always possible that, despite our best efforts, some of the training courses we provide may be incorrectly priced. Where the training course's correct price at your booking date is less than our stated price at your booking date, we will refund the difference. If the training course's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions. If we accept and process your training course booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

13.3 **When and how you must pay:** Once you submit a booking request through our website, we will issue an invoice to you. You must pay the full price of the training course via bank transfer or credit/debit card using the payment details provided on the invoice. Please ensure you use the invoice number as your payment reference to ensure your payment is tracked correctly. Payment must be received in full within 30 days of the invoice date.

13.4 **Our right of set-off if you are a business customer:** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If you require an invoice in order to make payment, you must provide us with a valid purchase order number and the invoice will be payable within 30 days from the date of the invoice.

14. Our responsibility for loss or damage suffered by you if you are a consumer

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. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

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; or for breach of your legal statutory rights in relation to the training course.

14.3 **We are not liable for business losses:** If you are a consumer we only supply the training course to you for domestic and private use. If you use the training course for any commercial or business purpose our liability to you will be limited as set out in clause 15.

14.4 Nothing in these terms and conditions waives your statutory rights under Isle of Man consumer law.

15. Our responsibility for loss or damage suffered by you if you are a business

15.1 Nothing in these terms shall limit or exclude our liability for:

15.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
15.1.2. fraud or fraudulent misrepresentation;
15.1.3. breach of any terms implied by the Supply of Goods and Services Act 1996 (An Act of Tynwald); or
15.1.4. any matter in respect of which it would be unlawful for us to exclude or restrict liability under Isle of Man law. Except to the extent expressly stated in clause 13 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.2 Except to the extent expressly stated in clause 13, all terms implied by the Supply of Goods and Services Act 1996 (An Act of Tynwald) regarding standards of care and skill are excluded to the fullest extent permitted by law.

15.3 **Subject to clause 5.1:**

15.3.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct, indirect or consequential loss arising under or in connection with any contract between us; and

15.3.2. our total aggregate liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for training courses under such contract.

16. How we use personal data

16.1 How we use your personal data if you are a consumer

16.1.1. When you book direct with us as a consumer, St John Ambulance Isle of Man is the 'Data Controller' for your personal data. We process data in compliance with the Isle of Man Data Protection Act 2018 and the Applied GDPR. Our full privacy policy is available on our website.

16.1.2. We use your name and contact details to take your booking and send you joining instructions, and to provide you with the training and to issue your certificate. If you provide us with information about making the course accessible to you we will only use it for that purpose.

16.1.3. The trainer will use continuous observation and other methods appropriate to the course content to assess if you meet the standard required to pass the course.

16.1.4. If your course is externally accredited we will provide your name, contact details and course outcome to the awarding body. The awarding body becomes the data controller for that information. Details of the awarding bodies are set out in clause 17.

16.1.5. We use external companies to issue training certificates on our behalf, and we have written contracts in place with them.

16.1.6. We will send emails to you about our refresher training, and again when your certificate is due to expire. Please let us know if you do not

want to receive these reminders by phoning our customer service team at 01624 674387 or writing to us at info@sja.org.im.

16.1.7. We keep your information for 5 years after you have completed your training course.

16.1.8. At the end of the course we will ask if we can continue to keep in touch with you by email about the other work that we do and how you can support our charity.

16.1.9. If you have any questions about how we use your information please contact our customer service team at 01624 674387, at info@sja.org.im, or contact our Data Protection Officer.

16.1.10. If you would like a copy of your personal data or would like us to delete it or stop using it, then please let us know. You can find out more information about your data rights on the Isle of Man Information Commissioner's website: https://www.inforights.im/.

16.1.11. If you are not happy with how we have used your personal data you have the right to make a complaint to the Isle of Man Information Commissioner's Office by calling +44 (0) 1624 693260 or emailing ask@inforights.im

16.2 How we process personal data if you are a business customer

16.2.1. You are the Data Controller and St John Ambulance Isle of Man is the Data Processor in relation to the personal data which you provide to us. We use this to take your booking and send your delegates their joining instructions, and to provide them with the training and issue their certificates.

16.2.2. We will only use the personal data for this purpose or in accordance with your instructions as Data Controller, unless otherwise required by law.

16.2.3. Some courses may require delegates to provide proof of ID.

16.2.4. If you provide us with information about making the course accessible to your delegates, we will only use it for that purpose.

16.2.5. The trainer will use continuous observation and other methods appropriate to the course content to assess if your delegates meet the standard required to pass the course.

16.2.6. If the course is externally accredited we will provide their name, contact details and course outcome to the awarding body.

16.2.7. We will send emails to your staff about our refresher training, and again when certificates are due to expire. You can opt out by contacting info@sja.org.im.

16.2.8. We will provide all reasonable assistance to you in the preparation of any data protection impact assessment prior to processing the personal data that you provide to us.

16.2.9. We will implement appropriate technical and organisational measures to keep your data secure.

16.2.10. We will ensure our staff handle data confidentially and receive adequate data protection training.

16.2.11. We will not transfer the personal data outside of the Isle of Man and the UK/EEA framework other than in accordance with your written instructions.

16.2.12. We will notify you without undue delay and within 24 hours of becoming aware of a personal data breach and will assist you in meeting your obligations under the data protection legislation.

16.2.13. We will notify you without undue delay and within 24 hours of receiving a Subject Access Request or communication from the Isle of Man Information Commissioner.

16.2.14. Unless you instruct us otherwise, we keep training records for 5 years.

17. Awarding Bodies

- Mental Health First Aid - QualSafe
- Working and Managing Safely - Institute of Occupational Safety and Health (IOSH)

18. Intellectual Property Rights and Confidential Information

18.1. **Materials distributed during a training course:** We may distribute materials during a training course that you can take away with you. All intellectual property rights in any such materials shall be owned by us.

18.2. **Retention of our intellectual property:** Participation in the training course does not confer any intellectual property rights on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of St John Ambulance Isle of Man or St John Ambulance

18.3. **Confidential information:** You agree that you shall not at any time disclose to any person any confidential information shared during our courses except as may be required by law.

19. Other important terms

19.1. **We may transfer this agreement to someone else:** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

19.2. **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.

19.3. **Nobody else has any rights under this contract:** Save where an employer books a training course for employee(s), this contract is between you and us. No other person shall have any rights to enforce any of its terms.

19.4. **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.

19.5. **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, it will not prevent us taking steps against you at a later date.

19.6. **Freedom of Information:** Where you are a Public Authority as defined under the Isle of Man Freedom of Information Act 2015, you agree to notify us immediately if you receive any request for information regarding us or our business and consult with us regarding exemptions.

19.7. **If you are a business customer this is our entire agreement with you:** These terms constitute the entire agreement between us in relation to your purchase.

19.8. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer:** These terms are governed by Isle of Man law and you can bring legal proceedings in respect of the training

course in the courts of the Isle of Man (High Court of Chancellery / Summary Courts).

19.9. **Which laws apply to this contract and where you may bring legal proceedings if you are a business:** If you are a business, any dispute or claim arising out of or in connection with a contract between us shall be governed by and construed in accordance with the laws of the Isle of Man and the courts of the Isle of Man shall have exclusive jurisdiction.

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