

The Direct Training Academy Limited Booking Terms and Conditions

1. Introduction

a) These Terms and Conditions apply to all customers who book Face-To-Face Practical Training sessions directly with The Direct Training Academy via our website or telephone or through a third-party agency. By booking a training session, you (the "Customer") agree to comply with and be bound by these Terms and Conditions. If you do not agree with any part of these Terms, you should not proceed with the booking. These terms apply in addition to any other agreements or policies that may be relevant to specific training sessions or services.

b) In cases where an agency or third-party client books the training on behalf of the candidate (referred to as the "Booking Party"), the Booking Party will be responsible for ensuring the candidate's compliance with these Terms and Conditions. The Booking Party must inform the candidate of these terms and ensure they agree to them before the training session.

c) These Terms and Conditions are governed by and construed by the laws of the United Kingdom. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

2. Arriving at Your Training Session

a) Please report to the training room and sign in upon arrival. You must bring a valid Photographic ID, which is a mandatory requirement for participation in our training sessions. We regret that we cannot admit you to the session without a valid ID. To avoid any inconvenience, please ensure that you have your ID before leaving your home or workplace.

b) Punctuality is critical to our sessions' smooth operation and respect for the learning environment of all participants. If you arrive more than 15 minutes late, you will not be admitted to the session. In such cases, you must reschedule your session according to our cancellation and rescheduling policy outlined below.

3. Managing Your Booking

a) You can easily reschedule or cancel your training session through your online account. Below are the terms relating to cancellations and rescheduling:

- **Cancellations:**

- If you cancel your session at least 48 hours before the scheduled session, you will receive a full refund, provided that no online training material has been accessed.
- If any online training materials have been accessed, you will receive a refund of 80% of the original booking fee.
- No refunds for cancellations made within 48 hours of the scheduled training session will be issued.
- If you fail to attend a scheduled training session without prior notification or arrive more than 15 minutes late, you will be treated as a 'No Show,' and no refund will be given. In exceptional circumstances, such as verified transport delays, we will assess the situation on a case-by-case basis and may offer a reschedule or refund

- If eligible for a refund, the amount will be credited to the original payment method within 14 calendar days of the cancellation being confirmed. For bank transfers or card payments, this may take an additional 3-5 working days.
- **Rescheduling:**
 - You may reschedule your training session for free, provided you give at least 48 hours' notice.
 - If you reschedule within 48 hours of your session, a fee of £20.00 will apply.

b) If The Direct Training Academy is required to cancel the session due to unforeseen circumstances, we will offer a full refund and a free rebooking. We may offer compensation for any pre-booked travel expenses, provided you submit the receipts for the travel costs incurred; however, this is on a case-by-case basis.

c) Suppose the training session does not meet the described standards or is cancelled without reasonable cause. In that case, you have the right to a full refund or an alternative session, per your statutory rights under the Consumer Rights Act 2015.

4. Course Prerequisites and Annual Refreshers

a) Please note that our **CSTF All-In-One Mandatory Practical Training** and **CSTF BLS & Manual Handling Practical Training** courses are designed as yearly refreshers for individuals with healthcare experience. They are not suitable for individuals with no healthcare background. Participants should possess a basic understanding of healthcare procedures and protocols to ensure they can engage effectively with the course content. We recommend completing relevant foundational training before enrolling in our CSTF refresher courses if you do not meet these prerequisites. These courses are blended learning courses, requiring the completion of online theory modules before attending the practical session. Upon booking, you will receive access to these materials and are expected to complete them before attending the classroom session.

b) To attend our **PMVA 1-Day Refresher (BILD Act Certified)** course, the attendee must have completed a **3-5 day PMVA (Prevention and Management of Violence and Aggression) Training** with a **BILD Act Certified organisation** in the past. You must provide a copy of your certificate from the original PMVA training when booking. You cannot book the course if the certificate is not provided.

5. Injuries, Allergies, and Medical Conditions

a) For the safety and well-being of all participants, you must inform The Direct Training Academy of any medical conditions, injuries, or allergies that could affect your participation in the training session. We take all reasonable precautions to ensure a safe environment; however, The Direct Training Academy is not liable for any injury, illness, or damage sustained during the session unless the injury or harm is caused by our negligence or failure to take reasonable steps to protect you.

b) Suppose you fail to inform us of any medical conditions, injuries, or allergies that could affect your participation. In that case, we may not be able to admit you to the session, or it may impact your ability to participate safely.

6. Standards of Conduct

a) We are committed to providing all participants with a professional, respectful, and safe training

environment. We expect all candidates to adhere to the following standards of conduct during training sessions:

- Treat all trainers, staff, and fellow participants respectfully and courteously.
- Fully comply with all training guidelines, safety protocols, and procedures.
- Actively participate in the session and engage in learning activities.

b) Suppose your performance fails to meet the required standards or exhibits disruptive or inappropriate behaviour. In that case, we may take corrective action, including offering additional support, reassessing your performance, or removing you from the session. Persistent disruptive behaviour, such as verbal abuse, failure to comply with safety protocols or other actions that impact the learning environment, may result in exclusion from the session without a refund.

7. Compliance with Industry Standards

a) Our training sessions are developed and delivered in full compliance with all relevant industry standards and guidelines. This includes adherence to:

- **CSTF (Core Skills Training Framework)** for healthcare training requirements.
- **BILD (British Institute of Learning Disabilities)** standards for healthcare training.
- **UK Resus Council guidelines** for Basic Life Support (BLS) and other resuscitation training.
- Any other relevant national or international standards about healthcare training.

By participating in our training courses, you can be assured that you are receiving an education that meets the highest professional and legal standards.

8. Health and Safety Responsibility

a) All participants must comply with health and safety guidelines provided at the beginning of the training session. Failure to follow these guidelines may result in removal from the session. The Direct Training Academy takes all participants' health, safety, and welfare seriously and expects them to take reasonable care of their health and safety while attending training.

b) We are committed to providing an inclusive learning environment. If you have a disability and require specific accommodations or adjustments during the training, please inform us in advance, and we will make reasonable efforts to provide support.

c) If participants experience an accident or injury during the training session, they must report the incident immediately to a staff member. An incident report will be completed, and appropriate actions will be taken to ensure the safety of all participants moving forward.

d) You must ensure that you are in good health and have adequate insurance coverage for any injuries that may occur during the training. The Direct Training Academy is not liable for any injuries unless our negligence caused them.

9. Equality and Non-Discrimination

a) The Direct Training Academy is committed to ensuring everyone is treated equally and will not tolerate discrimination. All training courses are open to individuals regardless of race, age, disability, gender, sexual orientation, religion, belief, or any other protected characteristic under the Equality Act 2010. If you feel discriminated against, please inform us immediately, and we will investigate the matter.

b) The Direct Training Academy operates a zero-tolerance policy towards discrimination, harassment, and bullying. If you experience discriminatory behaviour, please report it immediately so we can take appropriate action.

10. Indemnity and Limitation of Liability

a) To the fullest extent permitted by law, The Direct Training Academy's liability to you for any loss, damage, or injury arising out of or in connection with your participation in our training sessions is limited to the total amount paid for the session. We will not be liable for any indirect, consequential, or incidental loss, including but not limited to lost business, travel delays, or other expenses incurred during your participation.

b) The Direct Training Academy provides directions and parking recommendations for our training venues where possible. However, the customer is responsible for arranging their parking and travel arrangements. We are not responsible for any parking fines, tickets, or penalties incurred during your visit to our training locations. Please follow all parking regulations and take necessary precautions when parking your vehicle.

c) We recommend that all participants have adequate personal liability insurance to cover any potential injury, accident, or damage caused during the training session.

d) All materials, content, and resources provided during the training session are the intellectual property of The Direct Training Academy. Participants are granted a limited, non-transferable, non-exclusive license to use these materials for personal use only. These materials must not be copied, shared, or distributed without prior written consent from The Direct Training Academy. The materials provided during the training session may not be used for commercial purposes or distributed to third parties unless The Direct Training Academy grants express written permission. You are not permitted to take photographs, videos, or voice recordings of our training sessions unless given written permission.

e) Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury caused by our negligence or any other liability that cannot be excluded or limited under applicable law.

11. Data Protection and Privacy

a) The Direct Training Academy complies with the **General Data Protection Regulation (GDPR)** and is committed to protecting your privacy. Any personal data collected during the booking process will be used solely to administer your training session. Your data will not be shared with any third parties unless required by law. For further details, please see our **Privacy Policy**.

b) We retain personal data for 12 months after the training session, after which it is securely deleted. You can request access to, correct, or delete your data anytime by contacting us at support@hbcompliance.co.uk.

12. Dispute Resolution

a) In the event of a dispute, both parties agree to try to resolve the matter amicably. If a resolution cannot be reached, both parties agree to use alternative dispute resolution (ADR) methods before pursuing formal legal action. Further details of ADR services are available on request.

13. Force Majeure

a) The Direct Training Academy shall not be held responsible for failing to perform our obligations under these Terms and Conditions if the failure is due to circumstances beyond their reasonable control. This includes but is not limited to natural disasters, government restrictions, pandemics, strikes, and other unforeseen events that may prevent the provision of services.

b) If a session is delayed or cancelled due to a force majeure event, we will notify affected customers immediately and offer a full refund or rescheduling.

14. Amendments to Terms and Conditions

a) The Direct Training Academy reserves the right to amend or update these Terms and Conditions anytime. Any changes will be communicated through the contact details provided during booking.

b) Your continued participation in our training services following the publication of the amended Terms and Conditions will constitute your acceptance of the changes.

Contact Details

Should you have any queries or would like to request any additional information, please get in touch with us on the below details:

Phone: 0141 889 5522

Email: support@hbcompliance.co.uk