

## Phlebotomy Training

### Terms & Conditions

"Floreo" means Floreo Associates Ltd whose registered address is 86-90 Paul Street, London EC2A 4NE.

The contract issued by Floreo Associates Ltd is between Floreo and the Client and is confirmed by the issue of a booking confirmation. Once a booking confirmation has been sent, a binding contract between the Client and Floreo which is governed by the Terms & Conditions of Floreo will prevail.

No other agreement or undertaking, either implied or promised, of any kind will be acceptable unless this has been expressly confirmed in writing by an authorised staff member of Floreo Associates.

#### 1. DEFINITIONS

"Agreement" means completion and acceptance of the Booking Form by Floreo.

"Booking Form" means the booking form issued to the Client by Floreo or obtained by the Client from the website.

"Fees" means the charges for Phlebotomy Training and other Training Services set out in the Booking Form.

"the Client" means the client identified in the Booking Form or the Proposal. If the Client is a company, it will provide the name(s) of student(s) who will be enrolled for the Course and have paid the correct fees charged by Floreo.

"Clause" means a clause in these terms and conditions.

"the Date(s) for the Training Services" means the date(s) upon which the Training Services are to take place as set out in the Booking Form or the Proposal.

"Expenses" means expenses incurred in respect of travel and accommodation wholly and necessarily for the purposes of the Agreement as may be identified in a Proposal.

"Personal Data" means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to Floreo by the Client.

"Course" means the proposal for Training accompanying these terms and conditions

"the Trainer" means the person delivering the Training Services.

"the Course Location" means the place at which the Training Services are to be provided by Floreo as set out in the Booking Form.

"Training Services" means the training services set out in the Booking Form.



## 2. PROVISION OF THE COURSE

2.1 Floreo shall provide the Course on the Date(s) for the Course and in accordance with these terms and conditions and with reasonable care and skill.

2.2 Floreo reserves the right to notify in writing, up to 72 hours before the start of the Course, of any changes in location, date and time of the course. It shall not be liable for any delays caused.

2.3 All courses must be booked in advance and clients must provide proof of booking confirmation on entry to the Course. The full Fee due for the course should be paid prior to the start of the course as stipulated in Clauses 3 and 5.

2.4 All delegates to the Course are expected to behave reasonably throughout the Course.

2.5 Floreo reserves the right to remove a Delegate from the Course or to cancel a course where in the opinion of the Trainer or Floreo staff, the delegate:

- a. is behaving in an unreasonable manner, uses bad or offensive language or displays abusive behaviour.
- b. has a level of English language skills inadequate to partake in the Course
- c. in the opinion of Floreo, the delegate is judged to be incapable of completing the Course.
- d. if the cancellation of the course is made by Floreo before the commencement of the course, then a full refund of the Fee paid by the Client shall be made. However, if the delegate's participation is terminated after the commencement of the course, the no refund of the fee shall be made.

## 3. TRANSFERS, CANCELLATION AND POSTPONEMENT

3.1 If a Delegate identified in a Booking Form or a Proposal wishes to cancel or transfer to another course, the following fees shall be due:

**Cancellation & Refund Policy (Part 1):** More than 4 weeks from start date: All fees refunded on written notice except a sum of £50 pounds for admin charges. Less than 2 weeks from start date: No refund.

**Cancellation & Refund Policy (Part 2):** More than 48 hours from start date: All fees refunded on written notice. Less than 48 hours' from start date: All fees refunded on written notice except a £50 non-refundable deposit.

3.2 A delegate may transfer to a course at a later date, or provide a substitute delegate at no cost.

3.3 Notification of any cancellation or transfer must be made in writing to the Officer in charge at Floreo's registered address or by email to [phlebotomy@floreo.co.uk](mailto:phlebotomy@floreo.co.uk).



## 4. DELEGATES

4.1. The delegates who have paid for the course will be attending the Course as clients of Floreo. Nothing in this agreement shall create or deemed to create, a joint venture, partnership or any other relationship besides that of a client of Floreo.

## 5. FEES AND PAYMENT

5.1 The Fee for the Course which are subject to a Booking Form shall be due immediately upon booking.

5.2 In the event that Floreo agrees to accept a deposit rather than the full Fee upon the Client booking the course, then the deposit is non-refundable and the balance of the Fee is payable no later than 7 days before the commencement of the Course.

5.3 In the event the Client fails to make payment in accordance with this Agreement, Floreo may:

5.3.1 charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgement; and/or

5.3.2 by notice in writing suspend the Course or Training Services.

5.3.3 In the event that Floreo has to chase for payment for any outstanding sums, an administration fee of £20.00 is payable by the Client.

## 6. LIABILITY AND ITS EXCLUSION AND LIMITATION

6.1 Clause 6 sets out the entire liability of and exclusion thereof by Floreo under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortious act or omission including negligence.

6.2 The Charges are determined on the basis of the limits of liability set out in these terms and conditions.

6.3 In no event shall Floreo be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

6.4 Subject to Clause 6.5, Floreo's liability shall not exceed the Charges.

6.5 Floreo and the Client shall indemnify each other against damage to tangible property, whether personal or real, and death or injury to persons to the extent caused by the negligence of the other party provided that:

6.5.1 the other party is immediately notified of any claim and has full power to negotiate and settle any claims;



6.5.2 the total liability of each party to the other for damage to tangible property, whether personal or real, shall be limited to £1,000,000 in respect of each event.

6.6 Each provision of this Clause shall survive independently.

6.7 Nothing in this Agreement shall operate to limit or exclude any liability of Floreo which may not be excluded and or limited by law.

6.8 Clause 6 shall apply before and after any termination of this Agreement.

## 7. INSURANCE

The parties shall carry public liability insurance for a minimum amount of one million pounds for each and every claim and shall provide evidence of this cover upon reasonable request.

## 8. ADVERTISING

8.1 Floreo may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 Floreo may store the names of the Delegates for the purpose of advising them of the availability of further courses in the future.

## 9. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Agreement, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with this Agreement to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this Agreement.

## 10. DATA PROTECTION

10.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Floreo at all times to perform the Training Services without infringing any third party rights. Floreo shall not be liable for the delivery of the Course to the extent it is unable to due to a breach of this Clause.

10.2 Floreo warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect Personal Data and that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

10.3 From time to time, Floreo may work with third parties who may be interested in contacting our subscribers via written mailing. This could be due to similar interests or a product offering of relevance to the Course. We may provide our mailing list of subscribers to such third parties if we believe our



subscribers would be interested in hearing from them.

## 11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in Floreo and the Client shall execute any document necessary for this purpose.

## 12. WARRANTY

Floreo whilst in carrying out the Courses will exercise all reasonable skill and care to be expected of a professional organisation, experienced in such work.

## 13. HEALTH AND SAFETY AND DRESS

13.1 The parties shall comply with all applicable health and safety legislation and codes of practice at all facilities in which training is undertaken.

13.2 When undertaking live bloods training, all clients are expected to dress appropriately for work in a clinical setting, namely clean, inoffensive business/smart casual attire.

## 14. TERMINATION

14.1 Either party may terminate this Agreement by written notice:

14.1.1 if the other party fails to remedy a material breach of this Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or

14.1.2 if the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved; and/or

14.1.3 if an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the other party; and/or

14.1.4 the other party threatens to cease to carry on business.

## 15. RIGHTS ON TERMINATION

Accrued rights, Clauses 5, 6, 7, 8, 9, 10, 11, 12, 15 and 18 and rights by their nature intended to survive termination of this Agreement, shall survive any termination of this Agreement.

## 16. ASSIGNMENT



This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

## 17. FORCE MAJEURE

Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of licence (other than as a result of any act or omission of Floreo) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

## 18. NON-SOLICITATION

The Client shall not during the term of this Agreement and for 12 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Course or Training Services by Floreo and/or its affiliates.

## 19. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and Floreo relating to the Training Services.

## 20. AGREEMENT AMENDMENTS

Any amendments to this Agreement shall be in writing.

## 21. EFFECTIVENESS

This Agreement shall be effective upon payment received by Floreo or signature of both parties or confirmation either verbally or in writing of the booked course date.

## 22. THIRD PARTIES

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

## 23. LAW

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

