

Stroke Training Web Purchase Terms and Conditions

The Stroke Association (“SA”) will supply and the customer will purchase training services subject to these terms and conditions.

1. Payment

1.1 The customer will pay the advertised amount for their course of choice via the online shop and in doing so agrees to these terms and conditions.

2. Delegate cancellation

2.1 The delegate fees are non-refundable and not transferable.

2.2 Assessment documentation needs to be submitted by the deadlines set when the customer is signed up. We generally expect learners to complete the NCFE Level 2 Award in Stroke Awareness within 8 weeks of their start date and will provide appropriate levels of support to enable them to do so. If following receipt of our deadline reminder communications we receive no response from the customer, we reserve the right to withdraw them from the course.

3 Liability

3.1 Nothing in these terms and conditions excludes or limits the liability of either party for death or personal injury caused as a result of its negligence or fraudulent misrepresentation.

3.2 Subject to clause 3.1, SA will be under no liability to the customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any damage or direct, indirect or consequential loss howsoever caused.

3.3 Subject to clauses 3.1 and 3.2, SA’s aggregate liability under these terms and conditions is limited to the amount paid for the training services concerned.

4 Force Majeure

4.1 Neither party will be liable to the other for any failure or delay in the performance of their obligations under these terms and conditions if it is due to any event beyond the reasonable control of the party concerned including without limitation, natural disasters, war, industrial disputes, protests, fire, explosion, act of terrorism and national emergencies.

5 Data Protection

5.1 Each party agrees to comply at all times with the Data Protection Act 1998.

5.2 Personal data relating to delegates, trainers or other persons connected with the training services will be processed by SA for the purposes of administering the training services but not further or otherwise without appropriate consent.

6 Freedom of Information

6.1 Where the customer is a Public Authority as defined by the Freedom of Information Act 2000 ("FOIA"), it agrees to notify SA any FOIA request for information regarding SA or its business and agrees to consult with SA regarding the application of any exemptions under FOIA in relation to such request. SA agrees to cooperate with the customer in relation to FOIA.

7 Variation

7.1 These terms and conditions may only be varied or amended by agreement of the parties in writing.

8 No Partnership

8.1 These terms and conditions do not create a partnership between the parties or the relationship of principal and agent. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.

8.2 Governing Law and Jurisdiction

8.2.1 These terms and conditions will be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with them.