

Terms and conditions for EPILEPSY SOCIETY training services

These terms and conditions apply to those who purchase EPILEPSY SOCIETY's training services.

1. Definitions

"Agreement": the contract you have entered into by purchasing the services to which these terms and conditions apply.

"Customer": person, firm or company to whom Services are provided.

"Epilepsy Society": Epilepsy Society with registered office at Chesham Lane, Chalfont St Peter, Buckinghamshire, SL9 0RJ.

"Services": services to be provided by EPILEPSY SOCIETY to the Customer under the Agreement which include public scheduled courses, on-site training courses services.

"In-house training": training delivered by EPILEPSY SOCIETY on Customer premises.

"Public courses": training delivered by EPILEPSY SOCIETY to multiple customers at an EPILEPSY SOCIETY or alternative location from that of the Customer.

"Working Day": every weekday apart from Saturday, Sunday, and United Kingdom statutory holidays.

"Third Party": any outside party, contractor or consultant which EPILEPSY SOCIETY may choose to deliver the Services.

"Quote": the price quoted in a proposal document, contract, or any other form of formal communication.

"Microsoft Teams": the application used to deliver training online.

2. General

2. These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.

2.2 EPILEPSY SOCIETY provides general awareness courses. Although predominantly aimed at those who care for adults with epilepsy, general principles apply for both adults and children.

2.3 Epilepsy Society recommends that delegates have prerequisite knowledge in Basic Life Support (BLS) and Medication administration/management prior to attending our Epilepsy awareness and emergency medication training.

2.4 Epilepsy Society recommends that delegates have their cameras always switched on, particularly for the practical element of the Epilepsy awareness and emergency medication training so that the trainer can observe correct technique. Failure to do this may result in the delegate not being signed off for attendance.

2.5 Training does not enable delegates to be competent to administer emergency medication, as competency is best learned in a 'live' situation. According to CQC, it is therefore the responsibility of care providers/registered managers to ensure caregiver competency. Best practice guidelines published by ESNA/ILAE/RCPSYCH (June 2019) recommend that following training, caregivers are offered an assessment of learning. This assessment does not guarantee competency, as it only captures a snapshot of understanding on the day.

2.6 By placing an order for Services from EPILEPSY SOCIETY you warrant that you are legally capable of entering into binding contracts on behalf of the Customer and acknowledge that where a purchase order is issued for the ordering of such services, these Terms and Conditions will prevail over any terms and conditions contained within any such purchase order.

2.7 Where a customer has a specific agreement or contract in place for alternative services provided by EPILEPSY SOCIETY, the Customer acknowledges that for any instances of training, and/or where there is a conflict of terms and conditions, these Terms and Conditions will apply for any training services unless expressly acknowledged in writing by EPILEPSY SOCIETY.

2.8 EPILEPSY SOCIETY reserves the right to modify these T&Cs without prior notice. A copy of the current T&Cs is available to view on the charity's website (epilepsysociety.org.uk).

2.9 EPILEPSY SOCIETY shall provide the Services requested, and as described in any EPILEPSY SOCIETY written proposal, exercising reasonable skill and care at all times. We reserve the right to alter the delivery method of training in accordance with government guidance around Covid 19.

2.10 The Agreement shall be governed by English Law. Any dispute under this Agreement shall be submitted to the exclusive jurisdiction of English courts.

2.11 The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee, or employee of the other party.

2.12 EPILEPSY SOCIETY may assign or sub-contract its obligations or rights under this Agreement to a competent third party in whole or in part. The Customer may not assign this Agreement in whole or in part except with EPILEPSY SOCIETY's express written consent.

2.13 By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 2018 and the General Data Protection Regulation, and that the terms of the addendum hereto shall apply.

3. Customer Obligations

3.1 The Customer agrees to supply EPILEPSY SOCIETY with full and accurate contact details for their venue prior to the training date by completing the course information sheet (CIS) and supplying any additional details for locating their venue. Should this information not be received, EPILEPSY SOCIETY reserves the right to cancel a booking.

3.2 Where EPILEPSY SOCIETY are required to perform services on Customer premises, the Customer agrees to provide a full and safe working environment for EPILEPSY SOCIETY's staff and contractors including any relevant safety wear and equipment as may be necessary in performing the required services.

3.3 The Customer agrees to ensure that EPILEPSY SOCIETY staff and any sub-contractors engaged by EPILEPSY SOCIETY are informed of all relevant health & safety requirements of the Customers site at the outset of any services performed.

3.4 The Customer agrees to have in place suitable employer's liability and public liability insurance at all times that services are performed by EPILEPSY SOCIETY on the Customer's premises.

3.5 Where the Customer books a refresher course, the Customer is responsible for ensuring that all attendees have previously undertaken relevant Epilepsy awareness and emergency medication training. The Customer acknowledges that refresher training is intended only to update and reinforce existing knowledge and is not a substitute for initial training.

4. Fees & Payment

4.1 Prices quoted to the Customer for the provision of Public Courses or In-house training will be based on prevailing price lists in force at that time. Such price lists are subject to change and amendment at any time.

4.2 Prices quoted for In-house training are for a maximum number of delegates. For Epilepsy awareness and seizure management (three-hour course) the maximum number of delegates is 12. For Epilepsy awareness and emergency medication (six-hour course) the maximum number of delegates is 10. EPILEPSY SOCIETY reserves the right to charge an administration fee of £50 (three-hour course) for each additional attendee, and £100 (six-hour course) for additional attendee.

4.3 All fees are quoted exclusive of VAT, which will be charged at the prevailing rate.

4.4 All fees quoted are for the provision of services only and exclude any travel or accommodation expenses incurred by the trainer. These will be payable by the Customer in accordance with EPILEPSY SOCIETY's internal expenses policy. Mileage will be recharged to the Customer at 45 pence per mile. EPILEPSY SOCIETY will

endeavour to assign a suitable trainer who is nearer to the Customer's chosen venue, to avoid unnecessary travel costs.

4.5 All fees are subject to annual or other periodic review and amendment to take into account the changing nature and variation of wages, materials and other costs in providing the services to the customer. EPILEPSY SOCIETY reserves the right to accordingly adjust fees at any time to take account of such increases in cost.

4.6 For In-house training and for organisations sending delegates on a Public course an invoice for payment of the appropriate fees will be sent to the address you provide at the time of booking. It is the Customer's responsibility to ensure the address provided is correct. The Customer is required to ensure that any invoice is paid with 30 days of the invoice date.

4.7 Any fees outstanding beyond agreed terms are subject to a late payment interest charge of 5% above the Bank of England base rate prevailing at the end of each month that such debt is outstanding.

4.8 The Customer warrants in all instances that where a valid Customer purchase order is required to be quoted on any invoices, the Customer will provide such purchase order details as necessary to facilitate payment in good time and for the full value of any service provided.

4.9 EPILEPSY SOCIETY is not liable under any circumstances for the failure of the Customer to provide any necessary purchase order information as may be required, and the Customer accordingly acknowledges that all fees are due and payable according to EPILEPSY SOCIETY's terms and conditions in the instances where a valid purchase order has failed to be provided.

5. Cancellation & Termination

5.1 Cancellation charges are charged in accordance with the table of charges set out below. All charges are exclusive of VAT.

5.2 Charges are applied to the full list price of any course or standard day rates in force at the date of cancellation.

5.3 All cancellations must be received in writing to EPILEPSY SOCIETY. Any refund due will be returned to the payer within 30 days.

Training	21-25 days	10-20 days	Less than 10 days
Cancellation %	50%	75%	100%

Non-attendance 100%

5.4 EPILEPSY SOCIETY reserves the right to cancel, defer or postpone any training services at any time at its discretion with no liability to the Customer. In such circumstances EPILEPSY SOCIETY will offer the Customer an alternative date. EPILEPSY SOCIETY will not be liable for any expenses incurred by the Customer within 10 working days of the course date; thereafter EPILEPSY SOCIETY will reimburse the Customer the lower of the expense incurred or £100 in total on production of supporting receipts. EPILEPSY SOCIETY will not compensate the Customer for any time spent travelling or being away from the office as a result of such cancellation.

5.5 Where EPILEPSY SOCIETY cancels a course and is unable to offer an alternative date to the Customer, then the Customer will be refunded in full any fees paid. For the avoidance of doubt EPILEPSY SOCIETY is under no obligation to provide a refund where an alternative date is offered but is refused by the Customer.

5.6 For Public Courses the Customer may substitute attendees as required as long as EPILEPSY SOCIETY is informed in writing with no less than 10 days' notice. In such instances it is the Customers responsibility to ensure that the attendee has any prerequisite knowledge and/or undertaken any required pre-reading in order to attend the course. EPILEPSY SOCIETY reserves the right to charge an administration fee of £50 for each substituted attendee.

5.7 A 14-day refund period, with the exception of course bookings taken within 14 days of a course start date, will apply to any EPILEPSY SOCIETY training courses booked. Any refund due will be returned to the payer within 30 days.

Termination of Agreement

5.8 This Agreement will continue to apply to all training arrangements provided to the Customer until such time those terms and conditions are changed.

5.9 EPILEPSY SOCIETY may at its discretion terminate or suspend this Agreement upon 10 days' notice to the Customer if the Customer:

a) ceases to trade or otherwise terminates business operations;

b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;

c) fails to provide full and accurate contact details for their venue prior to the training date by completing the course information sheet and any additional details for locating their venue.

d) fails to make payment in accordance with the terms and conditions of this Agreement.

5.10 EPILEPSY SOCIETY may at its discretion immediately terminate or suspend this Agreement if the Customer commits a material breach or a series of breaches the combination of which constitutes a material breach, and the Customer fails to remedy such breach(es) within 10 days after receipt of notice giving details of breach(es) and requiring them to be remedied.

6. Staff & Contractors

6.1 EPILEPSY SOCIETY shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. EPILEPSY SOCIETY shall have discretion as to which of their employees or self-employed agents, contractors or third parties ("Third Party") are assigned to perform the services.

7. Intellectual Property & Confidentiality

7.1 All intellectual property rights of any nature (including copyright) created or provided by EPILEPSY SOCIETY or its employees or Third Parties shall be and remain the property of EPILEPSY SOCIETY and any such materials shall be licensed to the Customer for internal use only.

7.2 The Customer undertakes to keep all Publications materials created by EPILEPSY SOCIETY confidential and not to copy, publish or distribute any such information, materials or documents to any third party without EPILEPSY SOCIETY's prior written consent (save where such information is in the public domain, or the Customer is required to disclose such information by law).

7.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees or subcontractors who need to know such information or where the other party has consented to such disclosure.

8. Force Majeure

8.1 EPILEPSY SOCIETY shall be entitled to delay or cancel delivery of any services or to reduce the amount of services delivered if it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

9. Liability & Insurance

9.1 EPILEPSY SOCIETY's aggregate liability including the liability of their partners, agents, subcontractors, and employees in respect of any services provided to the Customer by EPILEPSY SOCIETY in connection with your service contract will be limited to the total fees payable by the Customer for the service.

9.2 EPILEPSY SOCIETY shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill, or any type of indirect or consequential loss, including the acts or omissions of the Customer, even if EPILEPSY SOCIETY had been advised of the possibility of the Customer incurring the same.

9.3 Nothing in these terms will limit or exclude EPILEPSY SOCIETY's liability for death or personal injury arising as a result of EPILEPSY SOCIETY's negligence.

9.4 The Customer shall to the fullest extent permitted in law, indemnify, and hold harmless EPILEPSY SOCIETY and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on the Customer's premises or for which the Customer is responsible.

Addendum 1.

1. In this Addendum the following definitions shall apply:

a. Agreement means this contract

b. Contractor means the Epilepsy Society

c. Contractor Personnel means all directors, officers, employees, agents, consultants and contractors of the Epilepsy Society and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

d. Customer means a person, firm or company to whom Services are provided

e. Law means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a

relevant court of law, or directives or requirements with which the Contractor is bound to comply;

f. Party means a Party to this Agreement;

g. Services means [the services being provided which will include processing

2. **GDPR CLAUSE DEFINITIONS:**

a. Data Protection Legislation means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

b. Data Protection Impact Assessment means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data

c. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR and the DPA 2018.

d. Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

e. Data Subject Access Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

f. DPA 2018 means Data Protection Act 2018

g. GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679)

h. LED means Law Enforcement Directive (Directive (EU) 2016/680)

i. Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

j. Sub-processor means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

3. Data Protection

3.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed such processing as is necessary and incidental to provide the Services or as may be provided to the Contractor in writing from time to time.

3.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

3.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

3.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

3.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

3.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

4.1 process that Personal Data only in accordance with clause 3.1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

4.2 ensure that it has in place Protective Measures to protect against a Data Loss Event having taken account of the

4.2.1 nature of the data to be protected;

4.2.2 harm that might result from a Data Loss Event;

4.2.3 state of technological development; and

4.2.4 cost of implementing any measures;

4.3 ensure that :

4.3.1 the Contractor Personnel do not process Personal Data except in accordance with this Agreement

4.3.2 It takes reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have

access to the Personal Data and

4.4 ensure that they:

4.4.1 are aware of and comply with the Contractor's duties under this clause;

4.4.2 are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

4.4.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

4.4.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and

4.4.5 not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

(d) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

4.5 Subject to clause 3.5.1, the Contractor shall notify the Customer without undue delay if it:

4.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

4.5.2 receives a request to rectify, block or erase any Personal Data;

4.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

4.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

4.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

4.5.6 becomes aware of a Data Loss Event.

4.6 The Contractor's obligation to notify under clause 3.5 shall include the provision of further information to the Customer in phases, as details become available.

4.7 Taking into account the nature of the processing, the Contractor shall subject to the Customer meeting its reasonable costs, provide the Customer with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 3.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

4.7.1 the Customer with full details and copies of the complaint, communication or request;

4.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

4.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

4.7.4 assistance as requested by the Customer following any Data Loss Event;

4.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

4.7.6 The Contractor shall maintain records and information to demonstrate its compliance with this clause.

4.7.7 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor, subject to the Customer meeting the Contractor's reasonable costs related to such audit which shall be undertaken no more than once every 12 months.

5 The Contractor shall designate a data protection officer if required by the Data Protection Legislation

6 Sub-Processing

6.1 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

6.1.1 notify the Customer in writing of the intended Sub-processor and processing;

6.1.2 obtain the written consent of the Customer;

6.1.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this

clause 6 such that they apply to the Sub-processor; and

6.1.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

6.2 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

7 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

