

Training Courses (Physical & Online) Terms

1. Definitions

In these Conditions the following expressions shall have the following meanings:

“Richmond Nursing Agency Limited ” means Richmond Nursing Agency Limited of 15 Wheatstone Court, Davy Way, Waterwells Business Park, Quedgeley, Gloucester, England, GL2 2AQ

The “NURSE/HCA” means the person, company or other legal entity identified as providing a request to Richmond Nursing Agency Limited to supply Services.

“Services” means the goods or services to be provided by Richmond Nursing Agency Limited to the Nurse/HCA under the terms of the contract and “Services” shall be construed accordingly.

“Confirmation Date” means the date when all the following apply:

- A request to supply Services has been received from the Nurse/HCA by Richmond Nursing Agency Limited
- Richmond Nursing Agency Limited has confirmed to the Nurse/HCA that the course or other Services requested are available
- Payment has been received or alternative payment method agreed.

“Contract” means the contract between Richmond Nursing Agency Limited and the Nurse/HCA under which the Services are to be supplied by Richmond Nursing Agency Limited to the Nurse/HCA

“Public Scheduled Courses” means physical or online courses supplied by Richmond Nursing Agency Limited to the Nurse/HCA

“Training Provider” means the company delivering a course when this is not Richmond Nursing Agency Limited

“Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.

“Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trade marks and confidential information.

2. Training Courses (Physical & Online)

Richmond Nursing Agency Limited provides training in conjunction with selected Training Providers. To the best knowledge of Richmond Nursing Agency Limited these Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. Richmond Nursing Agency Limited reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the Richmond Nursing Agency Limited website is for general guidance and does not form any part of a contract. Please contact Richmond Nursing Agency Limited before making any travel or accommodation arrangements as Richmond Nursing Agency Limited will not be liable for any action that you may take in reliance on the information.

Richmond Nursing Agency Limited will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.

Richmond Nursing Agency Limited and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

3. Payment

Payment must be received before attendance of, or completion of any physical or online courses.

You can pay by credit/debit card online or by cash/cheques. Cheques should be made payable to Richmond Nursing Agency Limited.

4. Price

The price payable for the Services shall be the list price of Richmond Nursing Agency Limited at the Confirmation Date unless otherwise stated.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate where applicable.

We reserve the right to change course fees without notice.

5. Cancellations

Richmond Nursing Agency Limited reserves the right to cancel or arrange an alternative date for a course. In such circumstances Richmond Nursing Agency Limited will endeavour to provide notice of cancellation or change to the Nurse/HCA. In the event of cancellation the Nurse/HCA will be entitled to a full refund of the course fee but shall not be liable for any other loss or expense arising.

The Nurse/HCA may cancel the course booking by notifying Richmond Nursing Agency Limited in writing by emailing training@richmondnursing.co.uk as soon as reasonably practicable. The Nurse/HCA shall also be deemed to have cancelled the course booking if the Nurse/HCA does not attend the event. Please note non attendance due to illness, difficulty in transport arrangements, weather conditions and any other reason will incur the same cancellation charge.

The Nurse/HCA shall be liable to pay a cancellation fee as follows:

Public Scheduled Courses:	
Number of Hours Notice	Proportion of Course Fee
0 – 24 Hours	100%
24+ Hours	0%

In the event that the delegate is unable to attend the course booked Richmond Nursing Agency Limited will endeavour to transfer the delegate to an alternative course. If this is requested 24 hours or more from the start date of the original course then the only charges will be any difference in course price if applicable. If a transfer is requested less than 24 hours from the start date of the original course then the cancellation fee above shall be payable.

For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included as a Public Scheduled Course and upon course materials and access to E-Learning being provided to the Nurse/HCA 100% of the Course Fee is payable in the event of any cancellation.

6. Liability

Richmond Nursing Agency Limited's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Nurse/HCA's property, personal injury or death.

Richmond Nursing Agency Limited shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

7. Force Majeure

Richmond Nursing Agency Limited shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If Richmond Nursing Agency Limited is unable to perform its duties and obligations under this contract as a direct result of one or more such causes Richmond Nursing Agency Limited shall give written notice to the Nurse/HCA of such inability stating the cause in question.

8. Data Protection and Confidentiality

The policy of Richmond Nursing Agency Limited with respect to data protection is detailed in its Privacy Policy which should be read in conjunction with these terms and conditions of contract.

Where Services are certified training courses, the Nurse/HCA consents to allow Richmond Nursing Agency Limited full access to examination results arising from their courses. This information will be used in accordance with the requirements of relevant data protection legislation. The data will be used to evaluate the completion of training and to assist Richmond Nursing Agency Limited in providing its end user clients with proof of mandatory training.

Completion certificates of all courses are the property of Richmond Nursing Agency. Should you require copies of certificates there will be an administration charge of £50. Once payment has been received these will be posted to you first class.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it Richmond Nursing Agency Limited, its Training Provider or others.

Where Services are distance learning products then the Nurse/HCA shall abide by all reasonable terms of any licence agreement applicable.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of Richmond Nursing Agency Limited. The Nurse/HCA shall ensure that its employees and all those under the Nurse/HCA's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Nurse/HCA, the Nurse/HCA shall indemnify Richmond Nursing Agency Limited against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

9. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Richmond Nursing Agency Limited or its Training Providers shall be subject to correction without any liability on the part of Richmond Nursing Agency Limited.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of Richmond Nursing Agency Limited.

Richmond Nursing Agency Limited may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.