

Terms and Conditions (T&Cs).

1. Definitions and Interpretation.

In these T&Cs, capitalised words, and expressions in title case, have a specific meaning. These are set out in the table below.

Expression	Meaning
Attendees	The Client's employees (or other personnel) who attend Courses.
Booking Form	The form setting out the details for the delivery of the Course and the Client
Certificate	A certificate issued to Attendees by Mental Health First Aid England ("MHFA") (see www.mhfaengland.org) or (for Bespoke Courses) by WBF, in either case certifying successful completion of a Course
Contract	The contract between WBF and the Client comprised of the Booking Form, the T&Cs and any Special Conditions noted on the Booking Form
Co-Trainer	Any person appointed by WBF to deliver or support the training associated with a Course
Course	An online or in-person training course described in the Client's Booking Form, which may be accredited by MHFA or (if the course is designed specifically for the Client (a Bespoke Course) accredited by WBF) and the expression Course includes Bespoke Courses where applicable.
Fees	The Course fees set out on the Booking Form.
Lead Consultant	Kate O'Leary, the owner and sole director of WBF
Order	An order from the Client for the Services, whether via a hardcopy or online Booking Form or otherwise. The Order may include a purchase order and purchase order number.
Services	The delivery of the Course, the provision of Training Materials and all ancillary services provided by WBF in connection with the delivery of the Course
Training Materials	The online or hardcopy materials provided to Attendees by WBF as part of the provision of a Course
Website	The website at www.wellbeingfirstaid.com

2. The Services and Fees

- 2.1. WBF provides the Courses using the Lead Consultant and supported, where appropriate, by a network of suitably qualified independent Co-Trainers. WBF will procure that Co-Trainers will provide the Course in the agreed timescales and in a professional and competent manner. WBF may substitute any Co-Trainers identified on the Booking Form (or otherwise identified when a Course is booked) if a named Co-Trainer becomes unavailable for any reason.
- 2.2. WBF can design and deliver Bespoke Courses that are more specifically tailored to the Client's requirements. All such courses will be designed by WBF using the degree of skill and care reasonably to be expected from a qualified provider of mental health training services. Unless

expressly agreed otherwise in writing on the Booking Form, WBF retains all copyright in Bespoke Courses and associated Training Materials.

- 2.3. Courses will be delivered only to the number of Attendees stated on the Booking Form. WBF may (in its discretion) accommodate a reasonable number of additional Attendees provided that they are notified to WBF by the Client before the date that the Course is due to be provided. WBF reserves the right to charge additional Fees in such circumstances.
- 2.4. The Client has the right to cancel a Course and obtain a full refund provided the Client notifies WBF in writing at least 14 days in advance of the date of the Course. [After that time WBF may be subject to cancellation charges from third parties]. WBF will notify the Client of any such charges at the time and will refund any Deposit after deduction of such charges, or, if no Deposit was taken at the time of the booking, issue an invoice to the Client for the total of all such charges.
- 2.5. In the unlikely event that WBF has to cancel a Course for reasons outside its reasonable control, WBF will offer the Client the option of rearranging the date of the Course or reimbursing the Client with a refund of any Fees paid in advance.
- 2.6. WBF will issue Certificates (or, as applicable, procure that MHFA issues) Certificates to all Attendees who have successfully completed a Course. Certificates will be issued electronically or made available on the Website or MHFA's website.
- 2.7. WBF will invoice the Client for the Fees (plus VAT if applicable).
- 2.8. The Client will pay WBF's invoices within 14 days of the date of the invoice by bank transfer to the account details nominated by WBF.
- 2.9. WBF is entitled to compensation and interest on late payments at the rate prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1996 and in addition shall be entitled to all reasonable costs incurred in recovering unpaid sums.

3. Liability and Insurance

- 3.1. WBF will maintain a public liability insurance policy with an indemnity limit of £10 million per claim and professional indemnity insurance with an indemnity limit of £2 million per claim throughout the term of insurance policy with a reputable insurer. WBF's entire liability to the Client, whether in contract, negligence or otherwise for all claims arising under the Contract is limited to the amounts recoverable by WBF from its insurers.
- 3.2. The Client must notify any claim under the Contract to WBF within 12 calendar months of the date on which Services upon which the claim is based were provided. Any claims made after such date will be time barred.
- 3.3. The Lead Consultant and Co-Trainers are each entitled to the benefit of the limitations of liability under this clause 3.1 but otherwise no term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act

4. Confidentiality and Copyright

- 4.1. WBF will keep all information that is confidential to the Client suitably protected and safe to the standard that a reasonable person would take in respect of their own confidential information. All information in physical form will be kept under lock and key and information held electronically will be kept on password protected computer equipment. The obligations in this clause will not apply to information that is in the public domain or that is lawfully demanded from the Company by any legal or regulatory body with the power to demand the same.

- 4.2. The design and content of Courses, Training Materials and the Services represents valuable copyright owned by WBF or its licensors (the **Copyrights**). WBF or its licensors retain the exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of the Copyrights by any means and in any form, in whole or in part. WBF reserves all rights, titles and interests in the Copyrights and does not grant any rights or licences of the Copyrights except to the limited extent expressly set out in the Contract.
- 4.3. The Client must not create derivate works based on the Copyrights; or copy, reproduce or distribute the Copyrights except to the extent reasonably required to provide hardcopy Training Materials to Attendees.

5. General

- 5.1. The Contract constitutes the whole agreement and understanding of the parties and supersedes any previous arrangements, understanding or agreement between the parties relating to the subject matter of the Contract (including any terms incorporated into any purchase order). Save as expressly provided, and to the extent they may be excluded by contract, the Contract excludes any warranty, covenants, conditions, or undertakings which may be implied by law. Nothing in this clause operates to limit or exclude any liability for fraud.
- 5.2. Any notice or other communication to be given or served under or in connection with the Contract will be considered sufficiently served if sent by email to the recipient's e-mail address.
- 5.3. If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, that provision shall be ineffective to the extent of such illegality, invalidity, or unenforceability but the other provisions shall remain in force.
- 5.4. The Contract, and any disputes or claims arising out of or in connection with its subject matter, are governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract.