



## Course Joining Instructions:

- Bespoke Training Course Confirmation of Services Document, incl. Terms & Conditions

## Public Course:

- Bespoke Client Venue

## An Introduction

### Who are we & what do we do?

At Different Perspective Training Ltd. we specialise in delivering engaging and memorable First Aid, Mental Health and Outdoor Safety Training. Our flexible training programmes are always tailored to meet your needs and those of your workplace. We can support your staff by delivering bespoke training at your site, focussing on your specific working environment, or your staff can join our Public Training Courses that are open to all.

Our company roots have been forged in developmental pedagogy, with over 20 years' educational experience in teaching, outdoor education, and expedition leadership. Encouraging people to challenge themselves and learn is our passion. This long history in education and training has given us a firm belief in what we do, how we do it, and is centred on the core principle that support and care of others should not just be a responsibility within workplace or whilst working, but beyond it, in every walk of life. This is what we mean when we say, "Our training is proudly delivered *For Your Workplace and Life Beyond It*".



# Different Perspective Training Ltd.

Pragmatic First Aid & Outdoor Safety Training

## Our Training & Consultation Programmes

- **First Aid Training:** the practical skills needed, embedding concepts into actions for better understanding and recall when it really matters.
- **First Aid for Mental Health:** empowering delegates to support those in crisis as well as those seeking guidance or advice.
- **Off Site Risk Management & Policy Consultation:** the legalities behind working off-site, turning the complicated hoops into simple steps.
- **Occupational Water Safety Training:** designed in line with the requirements of industry to ensure organisations meet their statutory obligations to keep staff operating in, on or around water safe.

## Confirmation of Services

Thank you for booking onto a **Different Perspective Training Ltd.** Open Training Course. This Confirmation of Services (CoS) document serves as contractual agreement to the delivery of the training programme listed below by **Different Perspective Training Ltd.** to Open Course Ticket Holder as per the attached Terms and Conditions of Service.

- |                       |  |
|-----------------------|--|
| - Training Programme  | - Bespoke Training Course  |
| - Date                | - As per Proposal and Course Information Pack                        |
| - Delegate            | - As per Proposal and Course Information Pack                        |
| - Number of Delegates | - As per Proposal and Course Information Pack                        |
| - Venue               | - Bespoke Training Venue as per Proposal and Course Information Pack |
| - Cost                | - As per Proposal and Course Information Pack                        |

Please note the receipt of this Confirmation of Services for the provision of training services outlined above along with the Terms and Conditions of Service detailed below. It is taken that the details above are correct as of date of issue. If there is need for any changes from the above, please do let us know.

**Matthew Ilott – Director and Lead Facilitator,**  
**Different Perspective Training Ltd.**

## Course Joining Instructions; Bespoke Course Venue

These are Generic Course Joining Instructions intended to prepare you for engaging in a Different Perspective Training Ltd course. They are written on the assumption that the delegate is aware of the training venue. In the weeks preceding the course all delegates will receive a Course Information Pack which will be specific for the course and venue, including course venue address, course timings and timetable of programme of the event. Needless to say, should you have any questions, please do get in touch.

**Please can all delegates ensure that they have a piece of formal Photo-ID to register on this course.**

### Food & Refreshments

We will have tea and coffee making facilities on site to provide refreshments during this course. There is a fresh water tap on site. Please be COVID-19 Aware during their use. Unless special arrangements have been made, please bring lunch for each day of the course.

### Clothing & Equipment

Our courses are outdoor focussed and delivered predominantly outdoors. The theory sessions will take place in a covered outdoor area and practical session will happen throughout the day, making use of the fields and surrounding areas. Please come prepared for outdoor based training sessions with warm and waterproof layers and appropriate footwear.

All necessary training manuals will be provided but delegates should come prepared with suitable stationery and paper on which to make any notes that they may need during the day.

### Your Health and Safety

Our courses involve practical elements, whether bending and lifting, active first aid or working outside on rough or uneven terrain. You are therefore reminded of the importance of operating within your abilities and taking care of your health and safety. Please inform us of any medical or other issues that may affect your active participation.

Please can we also remind you that all outdoor activities are potentially hazardous and that you will be obligated to abide by any safety instructions provided on the course. Please speak to your trainer should you have any issues during the course.

### COVID-19

For the safety, peace of mind and general wellbeing of staff and delegates on this course, we will ask you to agree to the control measures in place when participating in training, such as, regular handwashing and sanitising of hands (handwashing facilities and alcohol hand gels and wipes will be available), avoiding touching your face unless you have just washed or sanitised your hands.

### Assessment

Assessment of skills and competencies is carried through constant observation and development. Where trainers note areas that require development, they will provide opportunities to refresh, practice and reassess. This method of continuous assessment is used to increase confidence and a solid skills base in all participants, ensuring that delegates leave feeling fully empowered, able, and willing to use the skills learned to deal with situations that arise wherever they may be.

Throughout these assessed courses delegates will be expected to engage with this process of practical assessment. If you have concerns regarding practical assessment and would like a copy of the assessment criteria, please do get in touch.

## Terms and Conditions of Service

### 1. Interpretation

- 1.1. "Services" – Services provided, including Training Programmes, Experiences and Consultation, detailed in Schedule 1 Part 1, for individuals, organisations, corporate groups and educational establishments.
- 1.2. "Client" – The Individual, Organisation, Corporate Group or Educational Establishment doing business with the Company and acting on behalf of the Delegates and whose details are given in Schedule 1 Part 2
- 1.3. "DPT" – **Different Perspective Training Ltd.** (Registered # 10843621) of Registered Office; The Old Barn, Eddington Hill, Hungerford, Berkshire, RG17 0HA
- 1.4. "Conditions" – The terms and conditions set out in this document including the Schedule.
- 1.5. "Delegates" – The participants listed in Schedule 2 Part 2 that are engaged in the services detailed in Schedule 1 Part 1

### 2. Application of terms and conditions

- 2.1. The Conditions will come into existence as soon as the Company issue a *Confirmation Invoice* and shall continue until the Services have concluded but such expiry shall not affect accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under these Conditions.
- 2.2. Any application by a Client to take part in the Services provided by DPT shall be accepted entirely at the discretion of DPT and if so accepted will only be accepted upon these Conditions.
- 2.3. No modification of the Conditions shall be binding on DPT unless in writing and signed by a director of DPT.
- 2.4. The Client acknowledges that there are no representations outside the Conditions, which have induced it to enter this contract with DPT.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by DPT shall be subject to correction without any liability on the part of DPT.

### 3. Course Standards

- 3.1. All DPT Services are delivered to United Kingdom standards unless agreed otherwise in writing on the Proposal and Confirmation of Services. It is the responsibility of the Client to ensure that the Services are suitable for their purposes and the purposes of the Delegates, for the jurisdiction in which the skills and knowledge learned through the provision of these Services will be utilised.

### 4. Health and Safety

- 4.1. All DPT Services involve practical elements, whether bending and lifting, active first aid or working outside on rough or uneven terrain. Delegates are responsible for operating within their abilities and taking care of their health and safety. It is the Delegates responsibility to inform the DPT trainer of any medical or other issues that may affect their active participation and therefore require special consideration.
- 4.2. Clients and Delegates are to be aware that all outdoor activities are potentially hazardous and that they will be obligated to abide by any safety instructions provided as part of the delivery of DPT Services. It is the Delegates responsibility to inform the DPT Trainer should any issues arise during the delivery of DPT Services.

### 5. Assessment

- 5.1. Assessment of skills and competencies is carried through constant observation and development. Where DPT Trainers note areas that require development, they will provide opportunities to refresh, practice and reassess. This method of continuous assessment is used to increase confidence and a solid skills base throughout the delivery of all Services. This ensuring that Delegates leave feeling fully empowered, able and willing to use the skills learned to deal with situations that arise wherever they may be.
- 5.2. Throughout these assessed courses Delegates will be expected to engage with this process of practical assessment. Should Delegates have concerns regarding practical assessment and would like a copy of the assessment criteria, one can be provided in advance of the commencement of Services.

### 6. Costs and Payment

- 6.1. Quotations are valid for 30 days from date of the quotation, typically provided by DPT in the form of a formal Proposal. The cost for Services must be paid as per the payment terms set out in Schedule 1 Part 4.
- 6.2. Payment by the Client for the Services shall be made as set out in Schedule 1 Part 4.
- 6.3. The total cost of the Services as detailed in Schedule 1 Part 1 shall cover all aspects of the Services provided by DPT including the cost of administration, documentation, use of equipment, aide-memoires, use of training materials during the provision of these Services and issue of certification except those specifically excluded in Schedule 1 Part 3
- 6.4. Service fees at a DPT venue will include light refreshments, however DPT is not responsible for the following and are excluded in every case:
  - Cost of transporting Delegates to and from the venue (unless otherwise stated).
  - Cost of transporting Delegates to and from arranged accommodation and the venue (unless otherwise stated).
  - Cost of providing In-house facilities.

### 7. Changes to bookings

- 7.1. DPT will always endeavour to avoid having to change the provision of any Services, but DPT reserves the right to alter or omit or make changes for any reason which DPT in its absolute discretion shall consider to be just and reasonable.
- 7.2. DPT reserves the right to postpone or cancel any Service for any reason without any liability to the Client including any consequential losses. Cancellation by DPT of part of the Services shall not entitle the Client to cancel any other part of the Services. If cancellation by DPT becomes necessary, as much notice as possible will be given and the following concessions offered:
  - A full refund if the Services have not yet commenced.
  - A proportionate refund if the Services have commenced but are not yet complete.
  - An alternative date to commence or complete the Services as appropriate to the circumstances.
- 7.3. Should the Client request a postponement of Services, in writing, to a new date with appropriate notice (no less than 21 days), payment of invoice will be due in accordance to dates and terms on original Confirmation Invoice.
- 7.4. Should the Client request a postponement of Services, in writing, to a new date with less than 21 days' notice, payment of invoice will be due in accordance to dates and terms on original Confirmation Invoice and the Client will be subject to an additional administration fee, 25% of Confirmation Invoice.
- 7.5. Any further cancellation or postponement to these Services as requested by the Client will be considered by DPTrainingUK as a wholly new contract and the Client would be subject to a 100% Cancellation fee, irrespective of the amount of prior notice given.
- 7.6. The Client will be liable for any costs incurred by DPTrainingUK due to this postponement. These costs include but not limited to any venue, accommodation, transport, flights, visas, subcontractor costs associated with the contract, in which case the client will be responsible for payment of those costs and agrees to indemnify DPTrainingUK against any such costs.

- 7.7. The Client will be responsible for any costs incurred by DPT due to alterations in Delegate numbers by the Client.
- 7.8. In the unlikely event of political unrest, hostilities, or other occurrence beyond the control of DPT in an area to be visited, advice will be taken by DPT from The Foreign Office on the advisability to travel.

## **8. Cancellation charges**

- 8.1. Upon cancellation of Services the Client may still be liable for payment of these Services, either in part or in full, as outlined in Schedule 1 Part 5.

## **9. Delayed Payment or Payment Default**

- 9.1. Where the Client falls outside the definition of "small business" under the Late Payment of Commercial Debts (Interest) Act ("the Act"), LS shall be entitled to charge the Client interest on the amount unpaid at the statutory rate provided by the Act and in other cases charge the Client interest (before as well as after judgment) on the amount unpaid at the rate of 4% over the base rate of Barclays Bank PLC from time to time and shall accrue on a daily basis.
- 9.2. Time of payment shall be of the essence of the contract and the failure of the Client to pay any part of any invoice in due time shall entitle DPT to cancel the Services and to recover damages for breach of contract by the Client. Such damages shall include, without limitation, any bank charges or other costs or expenses incurred directly or indirectly in connection with the Client's failure to pay on the due date as well as any consequential costs incurred by DPT including but not limited to flights, other transport arrangements, accommodation, and equipment costs. DPT shall have authority to re-allocate the Course without prejudice to any of its other remedies.
- 9.3. The Client waives all and any future claims and rights of set off against any payment due by the Client under these Conditions and agrees to pay any amounts due regardless of any equity, set off or crossclaim on the part of the Client against DPT.
- 9.4. The rights of DPT under this Clause 5 are cumulative and not alternative and any waiver by DPT of any of its rights shall be without prejudice to any other rights hereunder.

## **10. Failure to Attend**

- 10.1. Notwithstanding the provision of Clause 3, and Delegate that fails to attend any Service provision or any part of any Service provision on which a place has been reserved, fees in respect of that Delegate will be payable in full.
- 10.2. If the Services on which a place has been reserved for a Delegate has not yet commenced, a substitute Delegate may be nominated for the duration of the Services.
- 10.3. If the Services on which a place has been reserved for a Delegates has commenced but for exceptional reasons the Delegate has not been able to complete the full programme of Services, an alternative date will be offered to enable the Delegate to complete the remaining part of the course. The Client will be liable for any additional costs incurred by DPT for these alternative arrangements. Exceptional reasons include illness supported by a doctor's report or self-certification or compassionate grounds. At the discretion of a DPT director, if an insufficient number of Delegates attend any one day, the course or part of the course may be postponed or cancelled in accordance with Clauses 5 & 6. Attendance at all parts of a Service programme is mandatory for certification to be issued.

## **11. Refusal of admission**

- 11.1. In all cases, Delegates must comply with the course pre-entry qualification requirements, as exceptions to these standards will not be made. The Client shall use its best endeavours to ensure that all Delegates read and study in advance, any information made available to the Client or Delegates by DPT regarding preparations for the Services to be provided. The Client shall use its best endeavours to make Delegates aware that they are expected to follow the instructions given in such advance information.
- 11.2. Delegates should wear practical clothing during the course and be willing to participate in physical activity which may include but will not be limited to carrying stretching, bending down, crouching, and physical contact between themselves and other Delegates or Trainers. If DPT in its absolute discretion considers the conduct or dress of any Delegate seeking admission to or participation in the whole or part of the Services is likely to cause risk to the welfare, safety or conduct of that Delegate or any other Delegate, then DPT shall have the right in its absolute discretion to refuse such admission or participation by such Delegates without having to give detailed reasons.
- 11.3. If a Delegates conduct whilst participating in the whole or part of the Services is such that in its absolute discretion DPT believes it is likely to cause risk to the welfare, safety or conduct of others participating in the whole or part of the Services, then DPT may require the Delegate to retire from the Services provided and in such circumstances the Client will be responsible for any additional costs incurred by DPT in returning the Delegate to the UK return point.
- 11.4. The Client shall ensure that medical form and Parental consent forms (under 18s only) are completed and submitted to DPT prior to the Delegates engagement in the Services. DPT shall have the right in its absolute discretion to refuse such admission or participation by such Delegates that do not have appropriate permission or medical forms.
- 11.5. To fully partake in the provision of certain Services, Delegates must not suffer from any medical or other condition which would restrict their ability to undertake practical work which can be an essential part of the Service programme. If, despite reasonable adjustments, a Delegate is considered unsuitable on Health and Safety grounds, in the opinion of a DPT director, with due consultation the Delegate may be asked to leave the course. In this event, DPT reserves the right to retain the fee or a proportion of the fee for that Delegate.

## **12. Force Majeure**

- 12.1. DPT shall not be liable to the Client for any loss suffered by the Client if the provision of the Services is prevented, restricted, hindered or delayed by reason of any circumstances outside the control of DPT including weather and without limitation labour disputes, strike, lock-out or shortage of materials or labour. In such circumstances non-performance, part-performance, or delay in performance of the obligations of DPT shall not entitle the Client to claim damages of any kind whether direct, indirect or consequential.

## **13. Limitation of liability**

- 13.1. In arranging for any part of the Services to be delivered by a third party DPT acts as the agent of the Client and no liability to any third party or to the Client of any kind whatsoever shall attach to DPT in connection with or arising from the arrangements between the Client and the third party. The Client shall indemnify DPT against any claim made by such third party.
- 13.2. In respect of Services provided by a third party under the Conditions DPT shall, at the request of the Client, give reasonable assistance to the Client to pursue any claim against such third party, save that DPT shall not be obliged to pursue any third party if this involves legal or other professional expenses, court or arbitration proceedings, unless the Client agrees to fully and effectively indemnify DPT against all costs and expenses in respect thereof including the cost of involvement of DPT staff in connection with pursuing a claim.
- 13.3. Except in respect of death or personal injury caused by the negligence of DPT the Liability of DPT to the Client for any consequential (whether direct or indirect) loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of DPT, its employees or agents or otherwise) which arises out of or in connection with the provision of Services, shall be limited to the amount that DPT has charged for the part of the Services in relation to the particular event giving rise to the liability.



**13.4.** The Client shall be responsible and shall fully indemnify DPT for any damage intentionally or negligently caused by the Client, its sub-contractors, agents, guests, or the Delegates to any property of DPT or venue being used by the Client. Should any such damage occur DPT will specify, in writing, the damage and cost of repairs and the Client shall, within 7 days of the date of DPT's letter, pay to DPT the sum required to rectify the damage caused.

**13.5.** If the Client or a Delegate is not satisfied with the Services provided by DPT, such dissatisfaction must be communicated without delay in writing to DPT's place of business or if this is not practical to the employee or third party appointed by DPT to provide the Services and DPT will take all steps reasonable in the circumstances to remedy the situation. If provision of the Services has been completed complaints must be communicated to DPT in writing to DPT's place of business within 14 days of completion of the Services.

## 14. Property of DPT

**14.1.** Any equipment, goods or training materials supplied by DPT remain the property of DPT, apart from free issue course notes and other such material, which will be clearly identified. All such material is copyright and no copying or publishing of any part of it is permitted without the written permission of DPT. DPT Intellectual Property will remain the sole property of DPT and will not pass to the Client or Delegates.

## 15. Insurance

**15.1.** DPT carries public liability insurance to a limit of £5,000,000.00 for any one incident. All property provided by and used by DPT during the provision of Services is insured against accidental (but not deliberate) damage. The Client is required to ensure any equipment provided for In-house service provision against accidental or deliberate damage.

## 16. Amendment

**16.1.** No relaxation or indulgence, which, DPT may from time to time or at any time extend to the Client, shall in any way prejudice or act as a waiver of DPT's rights hereunder.

**16.2.** DPT reserves the right to amend these Conditions without prior notification. English Law shall govern these Conditions of Trading. Any alterations, modifications or extensions affecting the above clauses shall not be valid unless agreed by DPT and acknowledged in writing.

## 17. Notices

**17.1.** Any notice to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or registered office or such other address as has been notified to the party giving the notice and shall be deemed to be duly served on the day after being posted if being sent by first class pre-paid post or on the day received by means of email in permanent written form.

## 18. General, Data, Imagery & Testimonials

**18.1.** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

**18.2.** DPT is registered with the Information Commissioners Office (reg# ZA288540) as a Data User and Processor under the Data Protection Act 1984 as amended by Data Protection Act 1998 and the General Data Protection Regulation (GDPR) legislation 2018 and complies with the principles of; collection, storage, retention, destruction, and access of personal data as, set out by this legislation.

**18.3.** By agreeing to these terms and conditions, the Client, and Delegates consent (unless the contrary is indicated by you at point of sale) to:

**18.3.1.1.** DPT staff taking photographs and or video footage of you/them during the course and that these images may be used by us for general marketing publicity and training purposes.

**18.3.1.2.** The use of your corporate / organisation / group name and logo by us for general marketing, publicity, and training purposes.

**18.3.1.3.** The use of any testimonial or feedback provided by you relating to the course for general marketing, publicity and training purposes including the nature of the course we have delivered to you.

## 19. Law

**19.1.** These Conditions shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## Schedule 1

### Part 1 - Description of Services

Training Programme:	As per Confirmation of Services Document
Date:	As per Confirmation of Services Document
Venue:	As per Confirmation of Services Document

### Part 2 - Client & Delegate Details

Client:	As per Confirmation of Services Document
Address:	As per Confirmation of Services Document
Client Contact:	As per Confirmation of Services Document
Tel:	As per Confirmation of Services Document
Delegate:	As per Confirmation of Services Document
Number of Delegates:	As per Confirmation of Services Document

### Part 3 - Cost

Cost:	As per Confirmation of Services Document
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### Part 4 - Payment Terms

Service Costs:	Full payment must be made by the Client, or on behalf of the Client, to DPT prior to the course as per the <i>Confirmation Invoice</i> raised by DPT, or on behalf of DPT and received by the Client.
Additional Costs:	Full payment must be made by the Client, or on behalf of the Client, to DPT within 30 days of Invoice Date as per the terms outlined in the <i>Additional Costs Invoice</i> raised by DPT, or on behalf of DPT and received by the Client.

### Part 5 - Cancellation Charges

Advanced Notice:	Should the Services be cancelled by the Client, in writing, more than 6 weeks (42 days' notice), prior to the engagement of these contracted Services; the Client will be eligible for a full refund, less any costs incurred by DPT. These costs include, but not limited to any venue, accommodation, transport, flights, visas, subcontractor costs associated with this contract, in which case the Client will be responsible for payment of those costs and agrees to indemnify DPT against any such costs.
Limited Notice:	Should the Services be cancelled by the Client in writing, 3-6 weeks before (22-41days notice) the engagement of Services; the Client shall remain liable for 75% costs of the Services as per agreement at point of sale. These costs include, but not limited to any venue, accommodation, transport, flights, visas, subcontractor costs associated with this contract, in which case the Client will be responsible for payment of those costs and agrees to indemnify DPT against any such costs.
Negligible Notice:	Should the Services be cancelled by the Client in writing, with less than 3 weeks before (21 days' notice) the engagement of Services, the Client shall not be liable for any refund and a full cancellation charge of 100% will be applied.
Individual:	Should individual participants cancel before or during the provision of Services; the client will be held liable to pay the Company, all Costs as detailed in Schedule 1 Part 3 that may already have been incurred by the individual.