

# DHEZ Phlebotomy Training Courses

## **Terms & Conditions** 2022

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In these terms and Conditions “DHEZ” means **Digital Health Enterprise Zone** whose registered office is at University of Bradford, Phoenix South West, Bradford, BD7 1NX and the “Client” means the person firm or company for whom DHEZ is providing the services.

The contract between DHEZ and the Client shall be concluded upon the issue by DHEZ of a booking confirmation and DHEZ’s booking confirmation will be deemed to bind the Client to these terms and conditions. No services shall be performed by DHEZ except in accordance herewith. In the case of any conflict between these conditions and those of the Client, these conditions will prevail.

No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorised representative of DHEZ shall add, vary or waive any of these Conditions.

### 1. Definitions

In this Agreement the following expressions shall, save where the context otherwise requires, have the following meanings:-

“**Course**” means: the phlebotomy training course delivered by Phlebotomy Training Services Limited as set out in DHEZ’s confirmation letter together with any other services which may be agreed upon by the parties from time to time.

“**Fee**” means the sum to be charged by DHEZ for the provision of the Course as advised by DHEZ at the time of booking or as set out in DHEZ’s booking confirmation whichever is the later.

“**Force Majeure**” means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, fire, act of government or state, war, civil commotion, insurrection, strike, lock-out or other form of industrial action).

### 2. Provision of the Course

**2.1** DHEZ shall allocate sufficient resources in order to provide the Course to the Client and shall, at all times, carry out the provision of the Course with reasonable care and skill.

**2.2** Provision of the Course by DHEZ shall, as far as DHEZ is able, be in accordance with any dates and times specified in DHEZ’s confirmation letter but time for performance shall not be of the essence of the contract and DHEZ reserves the right to alter the date, time or venue of the Course. DHEZ shall not be liable for any delays howsoever caused.

**2.3** All Courses must be booked in advance and students must present DHEZ’s booking confirmation upon commencement of the Course.

**2.4** DHEZ reserves the right to cancel a Course or terminate a student’s participation from a Course in the event that:

**2.4.2** the student is late attending the Course; or

**2.4.3** the student does not participate satisfactorily in the Course; or

**2.4.4** by reason of the students’ conduct DHEZ believes that the student is not capable of satisfactorily completing the course.

**2.4.5** the student’s behaviour is abusive or unreasonable or the student uses bad or unacceptable language.

**2.5** If DHEZ exercises its rights to cancel a Course pursuant to clause 2.4 before commencement of the Course then a full refund of the Fee paid by the Client shall be made but if DHEZ exercises its rights to terminate a student’s participation in a Course once the Course has commenced then no refund of the Fee shall be made.

**2.6** Upon successful completion of the Course DHEZ will issue the student with a certificate of achievement issued by the One Awards, which shall be sent to the Client by post. DHEZ shall not be liable for the non-delivery of any certificate and in the event that the Client requires a replacement or amended certificate DHEZ shall be entitled to charge a fee for replacement or amendment. The applicable fee will be notified upon request.

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**3.2** In the event that DHEZ agrees to accept a deposit rather than the full Fee upon the Client booking the course then the deposit is non-refundable and the balance of the Fee is payable no later than 14 days before the commencement of the Course.

**3.3** In addition to the amount payable, the Client shall, on provision by DHEZ of a valid tax invoice, pay any Value AddedTax properly payable on the invoice.

**3.4** In the event that the Client fails to make payments in accordance with the provisions of this Clause 3 DHEZ shall be entitled, without prejudice to any other rights it may have, to suspend the provision of the Course (in whole or in part) without liability until payment in full of all outstanding sums has been made.

**3.5** In the event that DHEZ has to chase payment of any outstanding sums due to it then it shall be entitled to charge an administration fee of £50.00

**3.6** In the event that DHEZ agrees to give a refund of the Fee or any part of it then it shall be entitled to charge an administration fee of £75.00.

## 4. Confidential Information, Engagement of Employees and E-mail Communications

**4.1** The parties recognise that it may be necessary for one party to disclose to the other information of a proprietary or confidential nature. Each party agrees to treat as secret and confidential and not at any time for any reason, except with the approval of the other party to disclose or permit to be disclosed to any person or otherwise make use of any such proprietary or confidential information including but not limited to information relating to the parties, business affairs or finances or any such information relating to any subsidiary, supplier, customer, or client of the disclosing party.

**4.2** The restrictions contained in clause 4.1 shall cease to apply to information which:

**4.2.1** is available (otherwise than through the default of the provisions of clause 4.1 above) to the public generally at the time of disclosure;

**4.2.2** is acquired from a third party (other than agents, employees, representatives or persons acting on behalf of the other party) having a bona fide right to disclose such information or is required to be disclosed by law;

**4.3** Each party undertakes to safeguard all records of the other party whether in writing or in the form of electronic data. All such records will remain the exclusive property of the disclosing party.

**4.4** Each Party hereby agrees not to employ or otherwise engage any person who is an employee of, or consultant to, the other party for a period of 12 months following the expiry or termination of this Agreement.

## 5. Intellectual Property

**5.1** The Parties hereby agree that ownership of all Intellectual Property Rights subsisting in any documentation, course notes or other training materials which have been developed by DHEZ are owned absolutely by DHEZ and the Client shall not make any copies or reproduce the documentation, course notes or training materials howsoever and shall not provide copies of the training materials or documentation to any third party.

## 6. Warranties and Limitation of Liability

**6.1** DHEZ warrants that it shall provide the Course in a timely manner, with reasonable care and skill and to the best of its ability.

**6.2** DHEZ shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for any consequential or indirect loss of whatever nature suffered by the Client or for special damages, or loss of profit or of any contract but nothing in this clause shall be construed as limiting or excluding the DHEZ's liability for death or personal injury resulting from its negligence.

**6.3** DHEZ's aggregate liability to the Client whether in contract, tort or breach of statutory duty in respect of any and all direct loss or damage suffered or incurred by the client shall not exceed a sum equal to the Fee paid in respect of the Course.

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**6.4** The Courses provided by DHEZ are accredited by the One Awards but DHEZ gives no guarantee or warranty that successful completion of any or its Courses will result in the employment or engagement of the Client as a phlebotomist. DHEZ does not give any guarantee or warranty that its Courses will be recognised in any country other than the United Kingdom or that successful completion of the Course will entitle the client to practice as a phlebotomist in any country other than the United Kingdom.

### 7. Status

**7.1** The relationship of DHEZ to the Client will be that of independent contractor and nothing in this Agreement shall create, or be deemed to create, a partnership, a joint venture or the relationship of principal and agent or employer and employee between the parties.

### 8. Terms, Rescheduling, Substituting Students and Cancellation

**8.1** This Agreement shall come in to force on the day that DHEZ sends its confirmation and shall continue until the Course has been provided by DHEZ unless or until terminated by either party pursuant to the provisions of this clause 8 of the Agreement.

**8.2** DHEZ may reschedule a Course date or venue by giving not less than 4 days written notice to the Client or by phone call to the client.

**8.3** Under the provisions of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013 if Client is a consumer (as defined in the Regulations) then it has the right to cancel a Course within 14 days of entering into this agreement. If the Client is a consumer and wishes to cancel a Course then it may do so by providing written notice no later than 14 days after the booking confirmation has been issued. Where written notice of cancellation has been given in accordance with this clause then a full refund of the Fee will be given. Cancellation may be made by filling in the attached cancellation form but it is not obligatory to use this form. If the client is not a consumer then this clause does not apply.

**8.4** If the Client wishes to cancel a Course other than pursuant to clause 8.3 then it must do so by written giving at least 10 days notice but no refund of the Fee will be given for any reason whatsoever nor will any refund of the Fee be given in the event that a student does not attend the course

without giving such notice.

**8.5** If the Client wishes to change the date of attendance on a Course then it must give a least 10 working days notice in writing of its request. Where written notice of the wish to reschedule a Course has been given in accordance with this clause then DHEZ will attempt to book the Client on to a Course on an alternative date at no extra charge but, in the event that this is not possible, then no refund of the Fee will be given. The date of attendance may only be changed by the client on one occasion. Any further requests to change the date of attendance will be treated as a request to cancel and will be dealt with in accordance with clauses 8.3 or 8.4 as appropriate.

**8.6** If the client wishes to substitute one student for another then it may do so by giving at least 10 days written notice of the change of student.

**8.7** Where a Course is booked by a client who is a consumer within 14 days of its commencement then this will be deemed to be a request to provide the service before the cancellation period referred to at clause 8.3 has ended and no requests for cancellation, rescheduling or refunds of the Fee will be permitted.

### 9. Plagiarism

**9.1** The client must ensure that any course work submitted to DHEZ is their own work and has not been copied from any third party or other source. In the event that the client plagiarises any third party materials then DHEZ shall advise the Client that it has failed the Course and shall impose a financial penalty on the Client. Where these circumstances arise DHEZ does not give any warranty or guarantee that the Client shall be entitled to re-submit any course work.

### 10. Force majeure

**10.1** If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, and if such party gives written notice thereof to the other party specifying the matters constituting force majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

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### **11. Notices**

**11.1** Any notice required to be given hereunder by either party to the other shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.

**11.2** All notices documents communications and any other data to be provided under this Agreement shall be in the English language unless otherwise agreed.

### **12. Governing law and disputes**

**12.1** The construction validity and performance of this Agreement shall be governed in all respects by English Law and all litigation arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English courts.