

## BACK TO LIFE LIMITED TERMS AND CONDITIONS

Please note that writing in **RED** refers to consumers only and writing in **BLUE** refers specifically to non consumers

### 1. INFORMATION ABOUT US AND HOW TO CONTACT US

- 1.1 **Who we are.** We are Back to Life Limited, a company registered in England and Wales. Our company registration number is 04410083 and our registered office is at 257 Guildford Road, Effingham, Leatherhead, Surrey, KT24 5NP. Our registered VAT number is 689 295660.
- 1.2 **How to contact us.** You can contact us by telephoning our customer service team on 01372 361206, by emailing us at [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk), or by writing to us at Back to Life, 257 Guildford Road, Effingham, Leatherhead, Surrey, KT24 5NP
- 1.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 2. OUR TERMS

- 2.1 These are the terms and conditions on which we supply products to you, whether these are goods, training courses at your home or place of work, or e-learning courses. Please read them carefully before you make a booking or place an order with us. They tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 2.2 **In some areas you will have different rights under these terms depending on whether you are a business or consumer.** You are a consumer if you are an individual and are buying products from us for purposes which are not wholly or mainly connected with your trade, business, craft or profession. **Provisions specific to consumers only are in red** and those specific to businesses only are in blue.
- 2.3 **Unless you are a consumer**, these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

### 3. OUR CONTRACT WITH YOU

- 3.1 **Acceptance of orders.** Orders can be placed by telephone, fax, e-mail, by post, by ordering on-line through our website at [www.back2life.co.uk](http://www.back2life.co.uk), or by any other method which we agree. No contract will come into existence between you and us until we have accepted your order in writing. If you place an order on-line through our website, our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. It is your responsibility to ensure that the terms of your order are complete and accurate.

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- 3.2 **Provisional bookings.** Provisional bookings for services made by telephone will be held for a maximum of 7 days but, unless we agree otherwise, will automatically lapse if a firm order is not placed within that period.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.
- 3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### 4. CONSUMER'S RIGHT TO CHANGE YOUR MIND

- 4.1 **If you are a consumer** and have just changed your mind about a product you have bought online you will, in most cases, have a legal right, under the Consumer Contracts Regulations 2013, to change your mind within a 14 day cooling-off period and receive a refund.
- 4.2 When the 14 day cooling-off period begins depends on what you have ordered and how it is delivered:
- (a) If you have bought goods, you have 14 days after the day you (or someone you nominate) receives them, unless they are split into several deliveries over different days (in which case you have until 14 days after the day you, or someone you nominate, receives the last delivery to change your mind) or the goods are for regular delivery over a set period (in which case you have until 14 days after the day you, or someone you nominate, receives the first delivery of the goods);
  - (b) If you have bought services (for example, the provision of training courses), you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the training you cannot change your mind, even if the period is still running. If you cancel after we have started the training, you must pay us for the training provided up until the time you tell us that you have changed your mind;
  - (c) If you have bought digital content (for example, e-learning resources), you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- 4.3 You do **NOT** have a right to change your mind in respect of:
- (a) Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

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- (b) Sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;
  - (c) Any goods which become mixed inseparably with other items after their delivery;
  - (d) Training services, once these have been completed, even if the cancellation period is still running; or
  - (e) Digital content, once you have started downloading or streaming it.
- 4.4 If you have changed your mind and are entitled to end your contract with us, please let us know if you wish to do this by doing one of the following:
- (a) **Phone or email.** Call customer services on 01372 361206, or email us at [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - (b) **By post.** Print off the form referred to in (b) and post it to us at the address on the form, or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 4.5 If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us at your own expense. You must either post the goods back to us at Back to Life, 257 Guildford Road, Effingham, Leatherhead, Surrey, KT24 5NP and pay the costs of return or (if they are not suitable for posting) return the goods in person to where you bought them or allow us to collect them from you. Please call customer services on 01372 361206, or email us at [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 4.6 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, see [www.back2life.co.uk/store/shipping.php](http://www.back2life.co.uk/store/shipping.php).
- 4.7 We will refund you the price you paid for the products, including the original delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

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(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

4.8 We will make any refunds due to you as soon as possible. If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. (For information about how to return a product to us, see clause 4.5.) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

### 5. DELIVERING DIGITAL CONTENT AND SERVICES

#### 5.1 When and where we will deliver the products.

- (a) We will begin providing the services at the UK address and on the date specified in the order, or at the UK address and on the date otherwise agreed with you during the order process. We do not provide services outside the UK.
- (b) If the product is a one-off purchase of digital content, we will make it available for download by you as soon as we accept your order and have received payment in full.

#### 5.2 Your responsibilities. It is your responsibility to ensure that:

- (a) all necessary licences, permissions and consents which may be required for the services are duly obtained and maintained before the date on which the services are to start
- (b) you provide us with access to the premises at which you request us to deliver the services as we reasonably require for this purposes;
- (c) the premises are suitable for the purpose, being safe, adequately lit, adequately ventilated and sufficiently large for a group comprising the number of delegates you have booked on the course to carry out practical work, and are properly prepared for the supply of the services;
- (d) all materials, equipment, documents and other property we keep at your premises in order to deliver the services are kept and maintained in safe custody at your own risk, and in good condition until returned to us, and that they are not disposed of or used other than in accordance with our written instructions or authorisation;
- (e) all delegates booked on any training course are free from any ailment, condition or injury that will affect their ability to participate;
- (f) we are informed before the start of the course of any special needs of any delegate booked on the course;

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- (g) we are provided with such other information, facilities and materials we reasonably require to supply the services, and that such information is accurate in all material respects; and
  - (h) you and your delegates co-operate with us in all matters relating to the performance of the services.
- 5.3 **If you do not comply with your responsibilities.** If you do not comply with your responsibilities under clause 5.2, we may either end the contract (and clause 13.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying all or any part of them if this is caused by you not complying with your responsibilities.
- 5.4 The copyright, design right and all other intellectual property rights in any materials we provide to you as part of performing the services belongs to us and remains our sole and absolute property. You may use them in connection with the services but may not to copy or sell them, or use them for any purpose not connected with the services.
- 6. DELIVERING GOODS**
- 6.1 **Description of the goods.** The products will be as described in our catalogue or on our website at the date we accept your order. However, the images of the products on our website are for illustrative purposes only and, although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products, so your product may vary slightly from those images. Also, the packaging of the product may vary from that shown in images on our website.
- 6.2 **Delivery costs.** The costs of delivering goods to UK mainland addresses will be as displayed on our website at the date we accept your order.  
[www.back2life.co.uk/store/shipping.php](http://www.back2life.co.uk/store/shipping.php). Please contact us for a quote to deliver goods to addresses outside the UK.
- 6.3 **When and where we will deliver the goods.** We will deliver the goods to you, at the address given in your order, as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. However, we will not be liable for any delay in delivery that is caused by circumstances outside our reasonable control or by your failure to provide us with adequate delivery instructions or with any other instructions that are relevant to the supply of the goods.
- 6.4 **Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us between Monday and Friday (excluding public holidays) at a time agreed between us by email.
- 6.5 **If you are not able to accept delivery.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

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- 6.6 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 13.2 will apply.
- 6.7 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if:
- (a) we have refused to deliver the goods; or
  - (b) you told us before we accepted your order that delivery within the delivery deadline was essential; or
  - (c) delivery within the delivery deadline was essential (taking into account all the relevant circumstances).
- 6.8 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 6.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.9 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 6.7 or clause 6.8, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that, we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01372 361206, by email us at [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk) for a return label or to arrange collection. We will pay the costs of return postage or collection.
- 6.10 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 6.11 **When you own goods.** You own goods purchased from us once we have received payment for them in full.
7. **PRICE AND PAYMENT**
- 7.1 **Where to find the price for the product.** Unless we have quoted you a special price in writing (in which event the quoted price will not constitute an offer, and is only valid if you place an order within 30 days after the date of the quotation), the price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product

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advised to you is correct. However please see clause 7.4 for what happens if we discover an error in the price of the product you order.

- 7.2 **Travelling expenses.** Our prices for the delivery of services do not include travelling expenses, which we reserve the right to charge at the rate of 45p per mile if we agree to deliver services at your home or place of business.
- 7.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 7.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 7.5 **If we need to change the price.** Although we make every effort not to do so, we occasionally have to increase our prices after accepting an order. This will not affect goods or digital products which have already been delivered, or services which have already been delivered or are scheduled to be delivered within 30 days of the date of the notice. In respect of goods or digital products which have not yet been delivered, or of services which have not yet been delivered and are scheduled to be delivered more than 30 days after the date of the notice, we will contact you for your instructions as to whether you wish to proceed at the increased price or to end the contract and receive a full refund.
- 7.6 **When you must pay and how you must pay.** We accept payment by cheque, invoice, cash in pounds sterling, Pay Pal, BACS or most major credit or debit cards (not American Express or Diner's Club.) [Credit accounts may be available on request subject to bank reference and other conditions.](#) Any cash sent is at your own risk. When you must pay depends on what product you are buying, and we must receive payment in cleared funds before then:
- (a) For **goods**, you must pay for the products before we dispatch them. If you pay by debit or credit card, we will not charge your card until we dispatch the products to you.
  - (b) For **digital content**, you must pay for the products before you download them.
  - (c) For **services**, you must pay for the products not less than 7 days before we start providing them. If you make the booking less than 7 days before the proposed start date, you must pay in full at the time of booking. Notwithstanding any

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provisional booking, no individual's booking on a training course is guaranteed until we have received full payment.

7.7 **Failure to attend.** No refunds are given for any delegate who fails to attend any part of a course for which a place has been reserved. If the course has not yet commenced, you may nominate a substitute delegate for that course. Otherwise, we may, in our absolute discretion, allow the delegate to attend or complete the course on an alternative date.

7.8 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We reserve the right to make an administration charge of £20 for each month an invoice remains unpaid, whether in full or in part, as a contribution towards our credit control expenses.

7.9 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

### 8. OUR RIGHT TO SUSPEND THE SUPPLY OF PRODUCTS

8.1 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clauses 9 and 10).

8.2 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, for a period of more than 30 days and we are unable to agree an alternative date for the supply. In that event, we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8.3 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 7.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 7.9). We will not charge you

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for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 7.7).

### 9. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your order, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9 - Your rights to end the contract).

### 10. OUR RIGHTS TO MAKE CHANGES

We may change the products:

- 10.1 to reflect changes in any applicable statutory or regulatory requirements, such as health and safety legislation or Health and Safety Council or Resuscitation Council UK guidelines; or
- 10.2 to implement minor technical adjustments and improvements, which will not adversely affect your use of the product.

### 11. IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us as soon as possible. You can telephone our customer service team on 01372 361206, by emailing us at [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk), or by writing to us at Back to Life, 257 Guildford Road, Effingham, Leatherhead, Surrey, KT24 5NP.
- 11.2 **Time limits.** Unless you are a consumer, the products will be assumed to comply with the order and be free from apparent defects if have not contacted us within 3 days after delivery to tell us about a problem, and you will be deemed to have accepted them accordingly.
- 11.3 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box at the end of these terms for a summary of your key legal rights in relation to the product if you are a consumer. Nothing in these terms will affect your legal rights.
- 11.4 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01372 361206, by emailing us at [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk), or by writing to us at Back to Life, 257 Guildford Road, Effingham, Leatherhead, Surrey, KT24 5NP for a return label or to arrange collection. We will pay the costs of return postage or collection.

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### 12. YOUR RIGHTS TO END THE CONTRACT

12.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the goods repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;
- (b) **If you want to end the contract because:**
  - (i) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - (ii) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (iii) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
  - (iv) you have a legal right to end the contract because of something we have done wrong (including because we have delivered goods late (see clause 6.7);

just contact us to let us know. The contract will end immediately and we will refund you in full for any products which have not been provided. You may also be entitled to compensation.

- (c) **If you are a consumer and have just changed your mind about a product you have bought online you will, in most cases, have a legal right to change your mind within a statutory 14 day cooling-off period and receive a refund. Please see clause 4 for further information about this.**
- (d) **In all other cases** (i.e. even if we are not at fault and there is no right to change your mind), you can still end the contract before, or within 3 days after, the product is delivered (where the contract is for goods), before we have finished providing the services (where the contract is to provide training services), or before the content has been downloaded or streamed (where the contract is for the provision of e-learning resources). If you wish to end the contract, just contact us to let us know, and the contract will end immediately. However, you may have to pay us compensation as follows:
  - (i) where the contract is for goods, we will refund any sums paid by you for products not provided, or returned by you at your own expense, unopened, unused and in a saleable condition, with the original packaging and labelling still attached, but we may deduct from that refund (or, if you have not made an advance payment, charge you) an administration charge equal to 15% of the purchase price;

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- (ii) where the contract is to provide training services, if you want to end a contract before it is completed where we are not at fault and you are not entitled to change your mind, a percentage of the price will remain payable, depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so. In our discretion, we may agree to allow you to rebook the services for a later date at no additional cost:

<b>Number of days' written notice before commencement of training services</b>	<b>Percentage of course fee</b>
Less than 7 days	100%
7-13 days	75%
14-20 days	50%
21-27 days	25%
28 days or more	0%

- (iii) where the contract is for the provision of e-learning resources, we will refund any sums paid by you before any content has been downloaded or streamed. There is no right to end the contract or to receive any refund after you have already started to download or stream the resources.

### 13. OUR RIGHTS TO END THE CONTRACT

- 13.1 We may end the contract for a product at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - (b) you do not, within a reasonable time of us asking you to do so, comply with any of your obligations under clause 5.2;
  - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
  - (d) if an insufficient number of students attend a course.
- 13.2 If we end the contract in the situations set out in clause 13.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation (calculated in accordance with clause 12.1(d) ) for the net costs we will incur as a result of your breaking the contract.
- 13.3 We will use all reasonable endeavours not to end the contract otherwise than in the situations set out in clause 13.1 but it may occasionally be necessary for us to cancel or postpone the supply of any product for reasons beyond our control. If this is the case, we will let you know in writing as soon as reasonably practicable and, where the contract comprises the provision of services which we have not yet begun to provide, we will offer you the choice of an alternative date or a full refund of any sums you have

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paid in advance. Where the contract comprises the provision of services which we have already begun to provide but have not been able to complete, we will offer you the choice of an alternative date for completion of the services or a 50% refund of any sums you have paid in advance.

### 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**14.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation **and, if you are a consumer, for defective products under the Consumer Protection Act 1987 and for breach of your legal rights in relation to the products as mentioned in clause 11.3 and summarised in the box below.**

**14.2 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**14.3 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**14.4 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**14.5 Damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**14.6 We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**14.7 We are not responsible for third party equipment.** Where the product comprises services, we promise to deliver them with reasonable care and skill. However, if we use third party equipment in performing the services, we cannot guarantee its quality

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or fitness for purpose and, provided we have used it with reasonable care and skill, we are not responsible for any loss or damage caused by its use.

14.8 **Limitation of liability.** In all other cases, **unless you are a consumer**, we limit our liability to the price you have paid for the defective products.

### 15. HOW WE MAY USE YOUR PERSONAL INFORMATION (GDPR)

15.1 **What we will collect** Back to Life trainers will be required to collect names and roles of the data subject in relations to the organisation in which they work. Additionally we will add information regarding their ability to successfully or non-successful complete a course. This data is required as evidence for attendance, training compliance, revalidation and evidence of CPD/CME points.

15.2 **Informing the data subject.** Each data subject who attends a course will sign a register on which it is documented what their data is used for and how it is stored

15.3 **How is data store** All data is stored using a cloud provided (Green Cloud)who has high levels of encryption and security to prevent breach of data protection.

15.4 **How long will data be stored** for up to 7 years to cover the revalidation process

15.5 **What rights does the data subject have** if they wish not to have their data kept they must request this in writing but they must be aware that we will be unable to provide any evidence of training compliance

15.6 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

15.7 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

15.8 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

15.9 **We will take all reasonable care to keep your personal information secure, but we will not be liable if it is accessed by any unauthorised third party unless we have been negligent.**

15.10 **If the data subject wishes to raise a complaint about any aspect of the GDPR they must do so in writing to the Managing Director**

### 16. OTHER IMPORTANT TERMS

16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## BACK TO LIFE LIMITED TERMS AND CONDITIONS

- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, and neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

17.

**SUMMARY OF CONSUMERS' KEY LEGAL RIGHTS**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example paediatric pads or a defibrillator, the Consumer Rights Act 2015 says they must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, for example an e-learning course, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your product is **services**, for example a training course provided at your home or place of work, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## BACK TO LIFE LIMITED TERMS AND CONDITIONS

### Schedule Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Back to Life Limited  
257 Guildford Road  
Effingham  
Leatherhead  
Surrey  
KT24 5NP

Tel: 01372 361206

Email: [admin@backtolife.co.uk](mailto:admin@backtolife.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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**BACK TO LIFE LIMITED TERMS AND CONDITIONS**

**BY THIS AGREEMENT** the Client **XXXXXXXXXXXXXXXX** whose name and address appears in the Particulars below hereby agrees to purchase from **BACK TO LIFE LIMITED** company number 04410083 whose registered office is at 257 Guildford Road, Effingham, Leatherhead, Surrey, KT24 5NP the products more particularly described in the Particulars for the price specified in the Particulars, subject to the Company's Terms and Conditions attached. This service commences on 1<sup>st</sup> March 2017 Contract period **XXXXXX**

**THE PARTICULARS**

<b>THE CLIENT</b>	
Name: <b>XXXXXXXX</b>	
Address: <b>XXXXXXXX</b> Telephone: <b>XXXXXXXX</b>	
Authorised Representative:	
<b>Product - Services - Training</b>	
Name of Course(s):	
Number of course	
Venue:	
Delegates:	
Cost:	
Additional notes:	

<b>SIGNED on behalf of the Client</b>	<b>SIGNED on behalf of the Company</b>
.....	.....
Print name:.....	Print name:.....
Job title:.....	Job title:.....
Date:.....	Date:.....