



Terms and conditions for training programmes

FoNS_CD_005 Rev 02 8th January 2025

Reviewed by Joanne Bosanquet

This document sets out our terms and conditions for commissioned training programmes. Please read carefully before buying our training programme.

This is a legal agreement between you ('the customer') and The Foundation of Nursing Studies of 11-13 Cavendish Square, London, W1G 0AN, United Kingdom ('the supplier'/'we'), a charitable company, for your purchase of facilitated training workshops (either face-to-face or online) and training materials ("Training Workshops" and "Training Materials" respectively), which includes printed materials and online documentation. Training Workshops and training materials collectively will be referred to as 'Training' and a series of training workshops with training materials will be referred to as a 'Programme'.

By clicking on the "purchase" button on the event page at Ticketsource or by confirming a training workshop(s) with The Foundation of Nursing Studies, you agree to these terms which will bind you and (if you are an employer) your employees. If you do not agree to these terms, we shall not sell training to you or provide training materials to you and you must discontinue the purchasing process.

1. Application

1.1. These terms and conditions (the Terms and Conditions) shall apply to the provision of the Training by The Foundation of Nursing Studies to the Customer.

2. Interpretation

2.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

Agreement: these Terms and Conditions and (i) the signed Contract for Services; or (ii) completed Online Booking Process.

Booking Confirmation: a document issued by The Foundation of Nursing Studies to confirm receipt of these terms and conditions and collating basic customer details.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the Training Workshop(s) and/ or Training Materials in accordance with clause 6 (Charges and payment).

Charitable Company: The Foundation of Nursing Studies, a registered charity number 1071117 and a registered company number 3583949, the entity stated in the Contract for Services. The Foundation of Nursing Studies is sometimes referred to as 'FoNS', but only in the email addresses within these terms and conditions.

Contract for Services: the document agreed between The Foundation of Nursing Studies and the Customer, following an indication by Customer that it wishes to obtain Training from The

Foundation of Nursing Studies, setting out the details of the Training to be provided, the contract value and the basis upon which the Charitable Company proposes to provide the Training.

Customer: the person or organisation who purchases the Training from the Charitable Company.

Customer Data: the data provided by the Customer for the purpose of providing the Training.

Data Protection Legislation: means:

(a) The General Data Protection Regulation (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

(b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of Training under these Terms and Conditions; and

any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

Face-to-face: training provided to Participants in person, either at a Customer's premises or at a third party venue arranged by the Customer or by The Foundation of Nursing Studies.

In-House: Training provided by The Foundation of Nursing Studies specifically and solely for a customer either online or at the Customer's premises or third-party premises solely for the Customer's own Participants.

Online Booking Process: the booking process available through the following websites or its links: <https://www.ticketsource.co.uk/> and <https://www.fons.org/>

Online Training: Training provided to Participants using an internet conferencing platform such as Zoom or MS Teams or other mutually agreed platform.

Participant(s): an individual or representative scheduled by the Customer to attend the whole Programme. Places cannot be shared between attendees.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Processing: has the meaning given to it in the Data Protection Legislation.

Programme: a number of linked sessions of Training.

Public: Training provided by The Foundation of Nursing Studies at a physical location or online for various unconnected Customers and Participants.

Purchase Order: an order received by The Foundation of Nursing Studies from the Customer, following an indication by the Customer that it wishes to obtain Training from The Foundation of Nursing Studies, setting out the details of the Training to be provided, the contract value and the basis upon which The Foundation of Nursing Studies proposes to provide the Training.

Training: the Training and development, either In-house or Public, to be supplied by The Foundation of Nursing Studies to the Customer as described in the Contract for Services or as part of the Online Booking Process. Training includes Training Workshops, Programmes, courses, education, mentoring, supervision, communities of practice, steering groups, and/or Training Materials and training resources.

Training Workshops: any single In-house or Public Training event, to be supplied by The Foundation of Nursing Studies to the Customer, Online or Face-to-Face, as described in the Contract for Services or as part of the Online Booking Process.

Training Materials: any printed learning materials or other tangible resources or online documents and videos provided by The Foundation of Nursing Studies as part of the Training.

- 2.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

3. Basis of these terms and conditions

- 3.1. These Terms and Conditions shall come into effect when either:

- 3.1.1. Customer completes the Online Booking Process; or

- 3.1.2. Upon receipt by The Foundation of Nursing Studies of an electronic or hard copy of the Booking Confirmation signed by the Customer or a Purchase Order, at which point these Terms and Conditions shall be deemed incorporated into the Contract for Services or Purchase Order.
 - 3.2. Save for terms pertaining to the relevant Training in the Online Booking Process or the Booking Confirmation or the Contract for Services or Purchase Order, any descriptive matter or advertising issued by The Foundation of Nursing Studies, and any descriptions contained in The Foundation of Nursing Studies leaflets, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them; They shall not form part of these Terms and Conditions nor have any contractual force.
 - 3.3. These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 - 3.4. Any Booking Confirmation is only valid for acceptance for a period of 30 calendar days from its date of issue. After which time our prices may have changed.
- 4. Supply of the training**
- 4.1. The Foundation of Nursing Studies shall use reasonable endeavours to supply the Training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the content of any Training Workshop or Programme at any time and without notice.
 - 4.2. The Foundation of Nursing Studies shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.
 - 4.3. The Foundation of Nursing Studies reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and The Foundation of Nursing Studies shall notify the Customer in any such event.
 - 4.4. Notwithstanding the above sub-clauses, The Foundation of Nursing Studies reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any Participants. In such circumstances, The Foundation of Nursing Studies will offer (at its sole discretion) alternative dates, a full refund, or a credit note.
- 5. Customer's obligations**
- 5.1. The Customer shall:
 - 5.1.1. co-operate with The Foundation of Nursing Studies in all matters relating to the Training;
 - 5.1.2. provide The Foundation of Nursing Studies, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by The Foundation of Nursing Studies in the organisation of the Training, including, but not limited to, details in respect of the Participant(s) and ensure that such information is complete and accurate in all material respects; and
 - 5.1.3. where Training is being delivered at the Customer's premises, provide The Foundation of Nursing Studies with (i) access (including a building pass if required and a named contact), a suitable space and any equipment necessary for the delivery of the Training; and (ii) such facilities as are reasonably notified to the Customer in advance.
 - 5.1.4. provide the agreed number of Participants for the Programme or Training Workshop and no compensation will be provided if any or all participant(s) do not attend, cancel or drop out for any reason.
 - 5.2. complete the booking of dates of all cohorts within 12 months of date of invoice. If not completed, we reserve the right to reevaluate costs at the cost structure prevailing at the anniversary date and annually thereafter.

- 5.3. non-completion of booking of dates within two years will result in cancellation of programme with no refunds.

6. Charges and payment

- 6.1. Unless otherwise stated in the Booking Confirmation, Contract for Services or the Purchase Order, the Charges for the Training shall be calculated on an In-house Programme basis entitling the Customer to a specified maximum number of Participants, unless the Customer has booked on a sole participant, a Public programme or training workshop. If a lesser number of Participants attend then no compensation will be provided by The Foundation of Nursing Studies in accordance with clause 5.1.4.
- 6.2. The Customer shall pay any invoice submitted by The Foundation of Nursing Studies within 14 calendar days of the date of the invoice, and in any event prior to the Training taking place, to a bank account provided on the invoice by The Foundation of Nursing Studies, or in the case of online bookings, shall make payment as required by the Online Booking Process.
- 6.3. Failure by the Customer to pay any Charges when they fall due may (at The Foundation of Nursing Studies' discretion) result in:
- 6.3.1. the Participants' place on the Training being withdrawn;
 - 6.3.2. The Foundation of Nursing Studies ceasing to provide the Training; and/or
 - 6.3.3. The Foundation of Nursing Studies withholding any certification due to the Participants from the Training.
- 6.4. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay The Foundation of Nursing Studies any sum due under this Agreement on the due date:
- 6.4.1. the Customer shall pay interest on the overdue sum from 30 days from the invoice date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day according to the statutory interest rate for commercial payments - at 8% a year above the Bank of England's base rate from time to time.
- 6.5. All sums payable to The Foundation of Nursing Studies under this agreement:
- 6.5.1. are exclusive of VAT, and The Foundation of Nursing Studies, being an 'eligible body', will ordinarily provide training that is exempt under VAT Act 1994 Schedule 9, Group 6. In addition, The Foundation of Nursing Studies reserves the right to require the Customer to pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 6.5.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6. cohort prices will be reviewed annually and we reserve the right to pass on any additional costs should the Customer delay planned programme delivery.

7. Cancellation

- 7.1. The Customer may cancel Public Training up to 30 calendar days' notice to The Foundation of Nursing Studies prior to the start of the Public Training. Public Training may not be cancelled within 30 days but may be rescheduled between 14 and 29 calendar days' notice of the start date of the Public Training. Public Training may not be rescheduled if under 14 days' notice is provided before the start date of the Public Training. An alternative participant(s) name may be substituted at any time at the discretion of The Foundation of Nursing Studies. Cancellations or rescheduling must be provided in writing to The Foundation of Nursing Studies Programmes Manager or by email to RBCS@fons.org. Once a Programme of Training has commenced, there will be no refund for part of a Programme.
- 7.2. if a Public Training Programme is cancelled by the Foundation of Nursing Studies, we reserve the right to book a participant onto a mutually agreed alternative Programme or a full refund will be made.
- 7.3. In-House Training may not be cancelled once a Booking Confirmation is returned by the Customer or a Purchase Order or Contract for Services is received from the Customer. A

Programme of Training may be rescheduled with at least 30 days notice of the start date of an In-House Training Programme subject to clause 7.4 below. An individual session of an In-house Training Programme may be rescheduled provided at least 14 days' notice is provided. Rescheduling must be provided in writing to The Foundation of Nursing Studies Programmes Manager or by email to RBCS@fons.org. A charge of £150/hour for rearranged Training if under 14 days' notice is provided.

- 7.4. The Customer shall indemnify The Foundation of Nursing Studies for any costs of accommodation (venue hire or accommodation of participants or facilitators) incurred and non-refundable, booked with a third-party venue and for any prepaid travel costs.
- 7.5. Training may only be cancelled by the Customer in accordance with clause 7 and for any other reason or circumstance.
- 7.6. No refund will be repayable to the Customer if the Customer cancels or any Participants fail to attend all or part of any Training. Full payment of the Charges shall be required.
- 7.7. If a refund is approved by The Foundation of Nursing Studies, it will be made through the original mode of payment only.

8. Intellectual Property Rights

- 8.1. All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by The Foundation of Nursing Studies with any collaborative partners.
- 8.2. No reproductions, scans, screen shots or copies (wholly or in part) shall be made of the Training Material without the prior written consent of The Foundation of Nursing Studies or if consent is provided on its website: www.fons.org.
- 8.3. The customer shall not deliver any part of the Training Material for profit or commercial use.

9. Customer data

- 9.1. As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Data.
- 9.2. The Customer grants The Foundation of Nursing Studies an irrevocable, unlimited and royalty-free licence to use the Customer Data provided to The Foundation of Nursing Studies for the purposes of providing the Training.
- 9.3. Each party warrants that for the purposes of this Agreement it:
 - 9.3.1. shall comply with the provisions of the Data Protection Legislation, including without limitation that it:
 - 9.3.1.1. shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;
 - 9.3.1.2. shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;
 - 9.3.1.3. shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;
 - 9.3.1.4. shall not transfer Personal Data outside the United Kingdom save in accordance with the Data Protection Legislation;
 - 9.3.1.5. shall comply with any request or notice it receives from a data subject in its capacity as a data controller;

- 9.3.2. shall upon request provide such assistance as is reasonably necessary to the other party to enable that party to comply with its obligations as a data controller (as defined in the Data Protection Legislation);
- 9.3.3. shall inform the other party as soon as reasonably practicable of the discovery of any actual or suspected data-breach relating to the Processing of Personal Data in connection with this Agreement;
- 9.3.4. shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement;
- 9.3.5. shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with the Agreement.

10. Limitation of liability

- 10.1. Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:
 - 10.1.1. death or personal injury caused by negligence.
 - 10.1.2. fraud or fraudulent misrepresentation; and
 - 10.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.2. Subject to clause 10.1:
 - 10.2.1. The Foundation of Nursing Studies shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;
 - 10.2.2. The Foundation of Nursing Studies' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Charges paid for the Training or the undelivered proportion.
- 10.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- 10.4. This clause 10 shall survive termination of the Agreement.

11. Confidentiality

- 11.1. Each party may be given access to confidential information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:
 - 11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2. was in the other party's lawful possession before the disclosure;
 - 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.1.4. is independently developed by the other party, which independent development can be shown by written evidence.
- 11.2. Subject to clause 11.3, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of the Agreement.

- 11.3. A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.4. The Customer acknowledges that its information may be used by The Foundation of Nursing Studies on an anonymous basis without limitation including compiling and publishing reports.
- 11.5. The above provisions of this clause 11 shall survive termination of the Agreement, however arising.

12. Termination

- 12.1. Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
- 12.1.1. the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;
- 12.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 12.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 12.2. Without affecting any other right or remedy available to it, The Foundation of Nursing Studies may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.
13. Consequences of termination
- 13.1. On termination of the Agreement:
- 13.1.1. the Customer shall return any of the Training Materials which have not been fully paid for; and
- 13.1.2. pay for any costs associated with third party venues or prepaid travel or accommodation in accordance with clause 7.4 to this Agreement; and
- 13.1.3. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 13.2. Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

14. Force Majeure

- 14.1. The Foundation of Nursing Studies shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving

the workforce of The Foundation of Nursing Studies or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration, if known.

15. Variation

15.1. Subject to clause 4.3, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

16.1. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Severance

17.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

18. Entire Agreement

18.1. The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

19. Assignment and subcontracting

19.1. The Customer shall not, without the prior written consent of The Foundation of Nursing Studies, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in The Foundation of Nursing Studies' sole discretion.

19.2. The Foundation of Nursing Studies may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

20. No partnership or agency

20.1. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third party rights

21.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. Notices

22.1. Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by post or email to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

22.2. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal

course of post. A notice sent email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email).

23. Governing law

23.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

24. Jurisdiction

24.1. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims)