

## TERMS AND CONDITIONS

Terms and Conditions for use of **FAAPlus**, including the Course Management System, 'Course Finder' and Learner database.

IF YOU WISH TO USE THE **FAAPlus** ON-LINE FACILITIES, YOU MUST READ AND ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

### 1.0 DEFINITIONS.

- 1.1 **FAA** in the following terms and conditions refers to First Aid Awards Ltd.
- 1.2 **FAAPlus** is the on-line facility provided by FAA for use by FAA Approved Centres for purposes of:
  - **Notifying and amending courses.**
  - **Advertising courses on "Course Finder".**
  - **Notifying results of courses and ordering certificates.**
  - **Accessing the course results database.**
  - **Accessing information such as FAQs and downloadable guidance.**
- 1.3 **Centres** are training providers approved by and registered with FAA for the delivery of qualifications awarded by FAA.
- 1.4 **Authorised User** is a person authorised by a FAA Approved Centre and FAA to use **FAAPlus** on behalf of the Approved Centre.
- 1.5 **Trainer** is a Trainer/Assessor who has been registered by an Approved Centre as a Trainer/Assessor for courses leading to the award of FAA qualifications.
- 1.6 **Paperwork** is the set of papers relevant to the course and provided by FAA including, for example, Learner Registration Form, Course Register, Certificate Order Form, Evaluation Forms, Recap Paper, Assessment Papers etc.

### 2.0 GENERAL RULES.

- 2.1 Centres must inform FAA of the persons they wish to nominate as Authorised Users. There should be no more than 2 Authorised Users per Centre. Centres must notify FAA immediately of any changes.
- 2.2 The CMS may only be used by Authorised Users to enter data on behalf of the Centre. Centres and Authorised Users must protect their passwords at all times.
- 2.3 Authorised Users will be responsible for the appropriate use of the CMS facilities and accuracy of data they enter.
- 2.4 **FAAPlus** has been established to assist Centres to promote and administer their training courses leading to FAA awards. The data provided and held must be used solely for these purposes and not used, or disclosed to other bodies, for any other purpose.
- 2.5 **FAAPlus** is for the use of Centres who require FAA to administer their courses and provide certification. **FAAPlus** is **not** for the use of Training Providers who issue their own certificates. Centres that plan to issue their own certification for a particular course do not need to notify such courses to FAA and these courses will not be shown on 'Course Finder'.

### 3.0 NOTIFYING COURSES.

- 3.1 Courses should be notified to FAA prior to course commencement with as much notice as possible - particularly where course resources are needed and the Trainer wishes to advertise the course on 'Course Finder'.
- 3.2 It is important that Centres enter a postcode for the course venue.

### 4.0 COURSE PAPERWORK.

- 4.1 Course packs will normally be made available by FAA for Centres to issue to the Trainer. However, if a Centre requests course paperwork on-line, FAA will post the pack to the address you nominate. Alternatively, Centres can download copies of the forms from **FAAPlus**. These forms must not be altered in any way, or alternatives used, without the prior agreement of FAA.

26.01.2016 : CONTINUED ON SHEET 2 >

## TERMS AND CONDITIONS

### 5.0 ADVERTISING COURSES ON 'COURSE FINDER'.

- 5.1 All courses notified to FAA will be included on the **FAAPlus** 'Course Finder' page. However, if the course is full, or not open to additional students, it will be listed but shown as 'course full' with no contact details.
- 5.2 If a Centre or Trainer advertises a course on 'Course Finder', it will be their responsibility to maintain course details in an up-to-date and accurate state. Courses listed will be deleted once the course date has expired.
- 5.3 Centres and/or the Trainer concerned are required to respond to all 'Course Finder' enquiries they receive in a prompt and business-like manner - remembering that all such callers are potential customers and that a poor response will reflect badly on FAA, Centres and Trainers generally.
- 5.4 Trainers should not advertise courses on 'Course Finder' unless there is a reasonable prospect of the course taking place.
- 5.5 FAA reserves the right to exclude courses from the Course Finder page without having to provide reasons for such exclusion.

### 6.0 NOTIFYING COURSE RESULTS AND ORDERING CERTIFICATES ON-LINE.

- 6.1 Responsibility for the accuracy and integrity of course results shall rest with the Approved Centre and the Trainer who ran the course in question. The results must be based on the Trainer conducting the course and assessments being conducted strictly in line with FAA guidelines and procedures.
- 6.2 Certificates must **not** be ordered in advance of the course completion unless there are exceptional circumstances (e.g. Learners being posted overseas following the course). In such circumstances, names of Learners must be provided and the Trainer must ensure that such certificates are only issued on successful completion of the course. Centres will be charged for all certificates provided.
- 6.3 For the purposes of quality assurance, Trainers must allow Learners to freely complete course evaluation forms in respect of all courses. Trainers must examine Learners' remarks and take any remedial action that may be needed and sign off each form. General unsatisfactory remarks from delegates must be reported to the Centre with the Trainer's comments immediately following the course in question.

### 7.0 RETENTION OF COURSE PAPERWORK AND QUALITY CONTROL.

- 7.1 Once a course has been completed, Trainers must ensure that all paperwork is completed fully and returned to the Centre, unless the Centre has authorised the Trainer to retain the paperwork.
- 7.2 The Centre may then notify FAA of course results and order certificates by:
  - (a) Posting the results on-line via **FAAPlus**, or
  - (b) Forwarding the paperwork to FAA.
- 7.3 Where a Centre chooses to post course results on **FAAPlus**, the Centre must ensure that all required course paperwork has been returned and properly completed by the trainer/assessor. Course paperwork, including Learner Registration Forms, must be retained for 5 years either in hard copy, or by scanning to a computer file, and be available for FAA quality audit purposes.
- 7.4 FAA reserves the right, at any time, to inspect retained paperwork for any completed course (as selected by FAA) for quality assurance purposes.
- 7.5 Where a Centre chooses to post course results on **FAAPlus**, the Centre must examine course evaluation forms to ensure that Learners were satisfied with the course content, venue and delivery. It will be for the Centre to initiate any enquiries into any complaints received and notify FAA together with remedial action taken if any.

## TERMS AND CONDITIONS

### 8.0 CERTIFICATES.

- 8.1 FAA certificates will be despatched by FAA to the Centre for distribution.
- 8.2 Centres may request to have their own logo printed on their FAA certificates. FAA reserves the right not to include logos that may be considered inappropriate or below quality standard for printing or do not comply with FAA standards and expectations.

### 9.0 ACCESS TO COURSE RESULTS DATA BASE.

- 9.1 Approved Users will be allowed to access data relating to their own courses on a 'read-only' basis.

### 10.0 CERTIFICATE FEES AND PAYMENTS.

- 10.1 The cost of providing the Course Management System and course paperwork by FAA will be covered in the price of certificates. The price of certificates will be as determined by FAA.
- 10.2 Centres will be required to establish a business/credit account with FAA.
- 10.3 FAA will invoice Centres for all certificates provided by FAA to their Trainer/Assessors.

### 11.0 GENERAL COPYRIGHT AND CONFIDENTIALITY.

- 11.1 Approved Users, Centres and Trainers are required to protect the copyright and confidentiality of all matters and materials made available to them but not to the general public such as Trainer notes, course paperwork, downloadable material, information relating to the FAA business and persons associated with FAA.
- 11.2 Centres must ensure that the privacy of Learners and other persons is protected in line with the Data Protection Act. In particular, personal details must be limited to that which is required or relevant to the purpose(s) for which the information is provided. Such information must not be passed to other parties or processed for any other purposes and not retained for a longer period than is necessary.
- 11.3 Information and guidance provided by FAA such as in the FAQ or download area is for the sole use of Centres and Trainers registered with those Centres. Such information should not be copied or distributed without the express permission of FAA.

### 12.0 BREACH OF THESE TERMS AND CONDITIONS.

- 12.1 Minor breaches of the above terms and conditions such as, loss of retained paperwork, an administrative error, genuine mistake or misunderstanding may result in a written warning. A further minor breach may result in the withdrawal of the on-line facility. Continual minor breaches may be treated as a serious breach as below.
- 12.2 A serious breach of the above terms and conditions such as, misuse of the **FAAPlus**, deliberate failure to deliver a course in line with FAA's protocols, falsification of course paperwork or results, breach of copyright, failure to pay FAA invoices, continual disregard to warnings as in paragraph 12.1 above will result in the Centre being delisted. It may also lead to invalidation of course results, appropriate legal action and/or a possible report to relevant bodies such as Ofqual or SQA.
- 12.3 Breaches of terms and conditions will be for FAA to determine. The above examples are not exclusive or exhaustive.