



REHIS Elementary Food Hygiene course Terms and Conditions (2024)

Aberdeen City Council is a registered Royal Environmental Health Institute of Scotland (REHIS) provisionally approved Elementary Training Centre ("REHIS Approved Training Centre" status pending) (hereinafter referred to as "us" "we" or the "Training Centre").

The REHIS Elementary Food Hygiene course has been credit rated at SCQF Level 5 and awarded 1 credit point.

Aberdeen City Council provides the REHIS Elementary Food Hygiene course to you (hereinafter referred to as 'you ' or 'Course Participant') on the following terms and conditions.

Course packs

Course pack shall be issued to each Course Participant. Each pack shall contain the following:

In Person Training Pack Contents (delivered at beginning of in-person session)

- 1 x The Food Hygiene Handbook for Scotland
- 1 x Course Content
- 1 x Certificate (issued on successful completion of the examination)

E Learning Pack Contents (will be delivered in hardcopy to Course Participant address as provided on application form once course fee has been received)

- 1 x The Food Hygiene Handbook for Scotland
- 1 x A Question of Food Hygiene for Scotland Workbook
- 1 x Access login to REHIS e-learning web
- 1 x Examination permit

Course Presentations

The entire current syllabus for the Elementary Food Hygiene Course shall be covered in a minimum of six hours training time.

Elementary Food Hygiene Course presenters are approved by REHIS.

E-learning is available and is web based. A Learning Management System (LMS) provided by a third party, Highfield e-learning, is used for the delivery of the on-line training. **COURSE PARTICIPANTS WILL REQUIRE ACCESS TO A DESKTOP DEVICE** (IPADS, TABLETS AND MOBILE PHONES WILL NOT DISPLAY ONLINE CONTENT CORRECTLY), **AND A PRINTER TO UNDERTAKE E-LEARNING**. No refunds shall be offered as a result of inability to access or fully view online content as a result of attempting to access the LMS via an ipad, tablet or mobile phone. A user guide is supplied with an e-learning pack and tutor support from a Course Presenter approved by REHIS shall be provided. Course Participants must pass all the modules in the e-learning pack within one year in order to obtain the examination permit at the end of the course. In the case of the non-examined Introduction to Food Hygiene Course the permit is used to request a Certificate of Attendance, in all other cases, E-learning Course Participants must sit the REHIS standard examination in order to gain the Certificate. Appendix A to these terms and conditions which relates specifically to E-learning also applies.

In person training shall be provided at the venue, and on the dates and times notified to Course Participants at the time enquiry and then confirmed at the time of booking. In the event that a session has to be re-arranged, Course Participants shall be notified by email as soon as possible by email or telephone (as appropriate). If the re-scheduled time is not suitable, the candidate shall be offered an alternative or a refund.

Course Examination

The examination consists of a multiple-choice paper set by REHIS.

The examination shall be organised by the Training Centre to take place after the course. The examination for Course Participants of in person training shall take place at the end of the 6hr training day. Examination time and venue for E-learning Course Participants shall be notified of the next available examination date when the Course Participant has completed all e-learning modules.

Course participants shall be allowed up to thirty minutes to complete the examination paper.

The examination will be held under examination conditions, invigilated by the Training Centre, with each course participant having adequate space to work, and no course materials or other prompts accessible to the course participants.

Examination papers shall be marked by in accordance with the current REHIS marking scheme. The marking scheme in force until further notice is:

- each Correct answer (questions 1 to 15) = 2 marks
- each Correct answer (questions 16 to 30) = 1 mark
- each Wrong answer = 0 marks

Giving a possible 45 marks for the 30 questions. There is no half mark facility.

A pass mark is at least **27** marks out of the possible **45** marks.

Course participants who fail the examination are permitted one re-sit opportunity, subject to payment of a re-sit fee. This must be taken within twelve months of the date of sitting the examination.

Issue of Certificate

Course participants who pass the examination shall be awarded a certificate issued by REHIS.

Replacement certificates can be provided for an additional fee.

Fees

Fees are available from the Training Centre upon enquiry. They may be revised from time to time.

When you buy from us you are agreeing that:

1. We only accept orders when we've checked them.
2. We charge you when you order.
3. We're not responsible for delays outside our control.
4. If you bought online, over the telephone, you have a legal right to change your mind.
5. You have rights if there is something wrong with your service.
6. We can change services and these terms.
7. We can suspend supply (and you have rights if we do).
8. We can withdraw services.
9. We can end our contract with you.
10. We don't compensate you for all losses caused by us or our services.
11. We use your personal data as set out in our Privacy Notice.
12. You have several options for resolving disputes with us.
13. We are not responsible for the websites we link to.
14. We are not responsible for viruses.
15. You must not introduce viruses.
16. Other important terms apply to our contract.

You will find more detail on each of the above topics below:

1. We only accept orders when we've checked them

We contact you to confirm we've received your order, confirm the course fees and dates (if applicable) and provide instructions for payment by email.

2. We charge you when you order

However, for some services (i.e. an examination re-sit or replacement certificate) we take payment at a later date.

3. We're not responsible for delays outside our control

If our supply of your service is delayed by an event outside our control, such as a venue being unavailable due to damage or utilities failure, or a Course Presenter being unable to attend a Course Presentation, we contact you as soon as possible to let you know and do what we can to reduce the delay. We will offer you an alternative or the option to receive a refund for any services you have paid for in advance, but not received. We won't compensate you beyond this for the delay.

4. If you bought online or over the telephone you have a legal right to change your mind Right to Cancel

You have the right to cancel this contract within 14 days after your receipt of the course participant pack without giving any reason.

To exercise the right to cancel, you must inform us, Aberdeen City Council, by email to commercial@aberdeencity.gov.uk of your decision to cancel this contract.

Without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation to us, you must return the course participant pack to **Environmental Health, Aberdeen City Council, Marischal College, Broad Street, AB10 1AB** by hand, or by recorded delivery (sufficient to provide you with proof of postage which should be retained by you until you have received your refund, or we have acknowledged we have received the goods). You are responsible for the cost of returning the course participant pack.

Effects of cancellation

If you cancel this contract in accordance with your cancellation rights, we will reimburse payments received from you subject to certain conditions:

- We will reimburse you for the cost of the course participant pack that is returned to us in a re-useable condition. We are entitled to deduct from that amount any loss in the value of the course participant pack due to damage caused by unnecessary handling by you. If the course participant pack is not returned, or not returned in a condition which it can be re-used, then we are entitled to deduct the full value of the course participant pack from your refund.
- If you requested to begin using the e-learning service, or attend an in person training course prior to the expiry of the cancellation period, you shall pay us an amount equal to the services which you have received in comparison with the full coverage of the contract.

For e-learning, you will receive a refund of the e-learning services fee provided that you have not logged into the e-learning platform. Once you have logged in, no refund can be given.

For in person training course, you will receive a full refund for a cancellation notified to commercial@aberdeencity.gov.uk more than [24hrs] in advance of the course date. No refund shall be offered for later cancellations, failure to attend, or attendance of only part of the course.

We will make the reimbursement without undue delay. In relation to the fee for the course participant pack, that shall be 14 days after the day we receive it back from you, or should it get lost in the post, 14 days after the day you provide evidence that you posted it. In relation to the

fee for the services (either in person, or e-learning) that shall be not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

5. You have rights if there is something wrong with your service

If you think there is something wrong with your service, you must contact commercial@aberdeencity.gov.uk. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice Scotland website www.cas.org.uk. Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights

If your product is **services**, the Consumer Rights Act 2015 says:

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

6. We can change services and these terms

Changes we can always make. We can always change a service:

- to reflect changes in relevant laws, scientific evidence, regulatory requirements and guidance on good practice; and
- to make minor technical adjustments and improvements, for example to address a security threat.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the service or these terms, but if we do so we'll notify you and you can then contact commercial@aberdeencity.gov.uk to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received:

From time to time, the course content, examination marking scheme and fees dictated to the Training Centre by REHIS may be changed. When that occurs, it is likely to result in a change to our services and/ or these terms and conditions.

7. We can suspend supply (and you have rights if we do)

We can suspend the supply of a service. We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service (see 'We can change services and these terms').

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, for more than a month you can contact commercial@aberdeencity.gov.uk to discuss alternatives, and if none of those are suitable, you can end the contract and we'll refund any sums you've paid in advance for services you won't receive.

8. We can withdraw services

We can stop providing a service. We let you know at least one month in advance and we refund any sums you've paid in advance for services which won't be provided.

9. We can end our contract with you

We can end our contract with you for a service if:

- you don't make any payment to us when it's due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service;

10. We don't compensate you for all losses caused by us or our services

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section '**We're not responsible for delays outside our control**'.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** It relates to your use of the training for the purposes of your trade, business, craft or profession. (We will not be liable to you for any economic loss, loss of profit, loss of business, loss of data, loss of revenue, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential to our performance of, or failure to perform, this contract, including any such loss which may arise as a result of your access to or download of any of the e-learning content).

11. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: [[Elementary Food Hygiene Training Course | Aberdeen City Council](#)]

In addition, if undertaking e-learning, please note that the Learning Management System (LMS) used for the delivery of the on-line training is provided by a third party, Highfield e-learning and they may use your personal data as is set out in their Privacy Notice: [[Privacy Policy | Highfield e-learning](#)]

12. You have several options for resolving disputes with us

Our complaints policy. Please contact commercial@aberdeencity.gov.uk who will do their best to resolve any problems you have with us, or our services. If you feel this does not resolve your complaint, please follow our Complaints policy: [Make a complaint | Aberdeen City Council Complaints handling procedure | Aberdeen City Council](#) with the exception that if you are still dissatisfied after we have answered your complaint, your next step would be to go to court, rather than the Scottish Public Services Ombudsman.

You can go to court. These terms are governed by Scottish law and wherever you live you can bring claims against us in the Scottish courts. If you are a consumer and you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the Scottish courts or the courts of the country you live in.

13. We are not responsible for websites we link to

Where the Council website, an e-mail from the Council, REHIS or Highfield or the LMS contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

14. We are not responsible for viruses

All of the Council's, REHIS and Highfield's e-mail enabled computers are running up-to-date antivirus software. Although every reasonable effort has been made to ensure that our computers are virus free, we cannot be held responsible for any loss or damage to computers or other equipment, however caused by opening a file from or indicating that it is from the Council, REHIS or Highfield.

The LMS is regularly screened using up to date anti-virus software, however, we do not guarantee that the LMS will be secure or free from bugs or viruses. Neither Highfield, REHIS nor the Council can be held responsible for any loss or damage to computers or other equipment, however caused by opening a file from, or indicating that it is from, Highfield/REHIS.

You are responsible for configuring your information technology, computer programs and platform to access our site. You need to ensure that your device is protected, has an operational antivirus software installed and running and that it is updated regularly.

15. You must not introduce viruses

You must not misuse the LMS by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to the LMS, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with the LMS. You must not interfere with, damage or disrupt any software used in the provision of the LMS or any equipment or network or software owned or used by any third party on which the LMS relies in any way. You must not attack the LMS via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

16. Other important terms apply to our contract

You can only transfer your contract with us to someone else if we agree to this.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

You do not own the intellectual property in any of the training materials or content received or accessed by you. No part of any publication, training materials, video production or any other course content (in whatever form of media) may be reproduced by you.