



## **Terms and Conditions**

The following are the terms and conditions for public and commissioned courses.

### **General**

These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.

### **1. Definitions**

In this document the following words shall have the following meanings:

“Agreement” means these Terms and Conditions together with the terms of any applicable Quotation Document

“Customer” means the organisation or person who purchases goods and services relating any level of the Aligned Care Programme

“Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable

“Quotation” means a statement of work, quotation or other similar document describing the goods and services to be provided by the supplier

“Supplier” means MA Training Enterprise Ltd

“Delegate” means the organisation or person who purchases goods and services

“Courses/ Programmes” means any course or programme advertised or quoted

### **2. PUBLIC COURSES PRICES, PAYMENTS and REFUNDS**

2.1 Where early booking prices and promotional offers are available for courses, the early booking price is only available until the expiry date of the specific promotion. After the expiry date of an offer the course will become available at an increased price, or an alternative promotion specified.

2.2 The Supplier is not liable to refund fee differences that may arise due to delegates booking at different times, discounts etc.

2.3 Where an early booking price is in place, invoiced amounts for public courses shall be due on date stated in the invoice to secure the early booking discount. If the invoice is settled later than the date stated in the invoice an increase in the course price becomes due to the full amount of the place as published.

2.4 Our standard payment terms are that payment should be made within 30 days of receiving an invoice and no later than 14 days prior to a course unless agreed with the organisation.

It is strongly advised that funding be secured before booking a course. If an employer refuses to pay, the attendee is liable for full payment.

Payment or courses can be split into two or three payments, the option is only open when agreed in advance with the supplier. Course packs will not be posted until full payment is made.

2.5 Bookings may be made by email letter or phone. Telephone bookings must be confirmed in writing upon request. Please quote purchase order numbers where applicable. It is the delegate's/ customer's responsibility to ensure the Supplier has the full details and any required purchase order number at time of booking.

2.6 Should circumstances mean that you need to transfer to another identical course; the following charges will apply, dependent on notice given:

First transfer, made more than eight weeks prior to the course start date – no charge.

Four to eight weeks notice given – 25% of the course fee.

Less than four weeks' notice given – 50% of the course fee.

2.7 Cancellations:

2.7.1 Should circumstances mean that you have to cancel your course and are unable to transfer your booking to another date at the time of cancellation; the following charges will apply:

More than eight weeks prior to the course start date – no charge.

Four to eight weeks prior to the course – 50% of the course fee.

Less than four weeks prior to the course – full fee.

NB Cancellation must be made in writing and received by the due date.

2.8 The refund will be credited to the same credit card or bank account as that of the original payment.

2.9 The customer/ delegate is legally responsible for providing payment once the booking is confirmed although attendance for the programme will only be secured when full payment has been received.

2.10 Any special offers for modular courses are only available when booking all modules as specified at the same time.

2.11 Attendance on course does not guarantee certification.

2.12 Non-attendance

If you do not attend a course, and you have not previously informed us, the full course fee remains payable.

2.13 Late Arrivals/Missed Sessions

If you arrive late for a course or are absent from any session, we reserve the right to refuse to accept you for training if we feel you will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable.

#### 2.14. Unforeseen Circumstances

On occasion, unforeseen circumstances may require us to cancel a course. In such circumstances, you will be given as much notice as possible and either a free transfer to another course date or a full refund of fees paid.

### **3. COMMISSIONED PROGRAMMES**

3.1 When a programme is commissioned by a company or organisation, full payment will be invoiced at the time of booking with a settlement date of 30 days from the date of invoice.

3.2 Cancellations within 7 days of booking will be eligible for an 100% refund. Cancellations prior to 90 days before service commencement will be eligible for a 50% refund. Cancellations outside of this will be subject to a full charge.

3.3 The Supplier is entitled to charge interest on overdue invoices from the date when payment becomes due at the rate of 1% per annum above the Bank of England base rate.

3.4 It is the customer's responsibility to ensure the Supplier has the full details and any required purchase order number at time of booking.

3.5 It is the customer's responsibility to provide full delegate details to the supplier at least 14 days prior to each course or course module commencement.

3.6 Should the customer wish to change the date of the course or module commencement this can be done with agreement of the supplier. Date changes prior to 90 days before the original service commencement can be accommodated free of charge. The supplier reserves the right to treat any date changes outside of this as a cancellation.

3.7 The customer must provide the supplier with one point of contact for the administration and co-ordination of the programme.

### **4. OTHER GUIDELINES FOR CUSTOMERS AND DELEGATES**

4.1 It is the employer's responsibility to ensure that delegates are free from any condition which would affect their capability to undertake their chosen course and that they have the aptitude to cope with an intensive course of study. If a delegate is registering independently of an organisation, then it is the delegates responsibility to do the same. We welcome students with disabilities, but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace.

The supplier would welcome in advance, for setup purposes, notification of any assistance that a delegate is likely to need during the running of the course. We will do our utmost to accommodate any special needs.

4.2 If it is felt that the delegate does not meet the learning outcomes of the course and or assessment process and is referred, they will be offered a free assessment. Any further training or coaching over and above that provided on the course may be charged for.

4.3 The course may be provided on-line. In this case the supplier will utilise Adobe or Zoom. Any alternative platform will be advised by the supplier in writing to the customer. It is the customer/ delegates responsibility to ensure that their IT set-up supports the use of these platforms. Delegates must all have webcams and microphone capacity on the devices used to access the training and be in a suitable location to ensure that they can participate in the course fully without interruption. MA Training Enterprises Ltd cannot guarantee learning outcomes if a camera or microphone is not used during the course.

## **5. FAIR PROCESSING**

All information that we hold concerning you will be held and processed by the suppliers strictly in accordance with the provisions of the Data Protection Act 2018.

Such data will be used by the organisation to administer our relationship with you as a customer on our training course. We reserve the right to share information with the Nursing Midwifery Council. We will not, without your consent, supply your name and addresses to any [other] third parties except where (1) such transfer is a necessary part of the activities that we undertake, or (2) we are required to do so by operation of law.

As an individual, you have a right under the Data Protection Act 2018 to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact Annette Bradley, MA Training Enterprise Ltd, Technology Centre, Wolverhampton Science Park, Wolverhampton WV10 9RU.

## **6. CUSTOMER'S OBLIGATIONS**

6.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

6.1.1 Co-operate with the Supplier

6.1.2 Provide the Supplier with any information reasonably required that is useful for the training

## **7. RECORDINGS**

7.1 Some public workshops and programmes may be recorded via audio and video. The Supplier reserves the right to use this material for marketing. Any recording of commissioned courses and workshops will only be undertaken if written authorisation of the Customer is obtained.

7.2 Anyone not wishing to participate in a recording should notify by email at [annette@matrainingenterprise.co.uk](mailto:annette@matrainingenterprise.co.uk)

## **8. SPECIFICATIONS**

8.1 For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier, and no representation written or oral, correspondence or statement shall form part of the contract.

8.2 No unauthorised use of the Supplier's logo(s) is permitted at anytime.

8.3 It may be necessary, for reasons beyond the control of the Supplier to change the venue, dates and/or trainer which will be notified by email or mail.

8.4 The Supplier is not liable for any additional travel and accommodation costs the Delegate may incur should the programme dates or venue be altered.

## **9. LIMITATION OF LIABILITY**

9.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

9.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

9.3 The supplier shall not be called as a witness or as an expert in any pending or subsequent litigation or arbitration relating to the dispute or subject matter of any services.

## **10. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT AND CUSTOMER INFORMATION**

10.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

10.2 Each delegate is presented with course materials for personal use. Course materials provided by the Supplier are the copyright of the Supplier unless otherwise stated and no copies or unauthorised distribution shall be made.

10.3 The customer allows the supplier to utilise the company logo on the supplier's website without specific written permission. The customer needs to write to the supplier within 30 days of the contract booking if they wish to over-ride this clause.

## **11. INDEPENDENT CONTRACTORS**

The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Quotation Document.

## **12. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

The need to share information in order to keep children and vulnerable adults safe from abuse, takes precedence over the usual commitment to confidentiality.

## **13. VARIATION**

These terms and conditions may be subject to amendment from time to time. If these terms and conditions are altered you will be notified by email, letter or other appropriate medium. If you have any uncertainties about these conditions as they might apply to you or your course or commissioned programme, it is your responsibility to clarify the situation by contacting us before your course or in-house attendance commences.

## **14. WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at anytime subsequently to enforce all Terms and Conditions of this Agreement.

## **15. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

#### **16. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the English law and the parties hereby submit to the exclusive jurisdiction of the English courts.