

## Training & Booking Terms & Conditions

Last Updated 04 April 2018

### 1. Definitions

In these Conditions the following expressions shall have the following meanings:

- “EMTS” or “East Midlands Training Services” or “us” or “our” or “we” means EMTS Ltd.
- The “Client” means the person, company or other legal entity identified as providing a request to EMTS to supply Services.
- “Services” means the goods or services to be provided by EMTS to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
  - A request to supply Services has been received from the Client by EMTS
  - EMTS has confirmed to the Client that the course or other Services requested are available
  - Payment has been received or alternative payment method agreed.
- “Contract” means the contract between EMTS and the Client under which the Services are to be supplied by EMTS to the Client
- “Training Provider” means the company delivering a course when this is not EMTS
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trade marks and confidential information.

### 2. Prices

The price payable for the Services shall be the list price of EMTS at the Confirmation Date unless otherwise stated.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

### 3. Terms of Payment

Where the Services relate to the provision of a training course, payment by credit card, debit card or bank transfer (EMTS do not accept cheques) is required no later than 25 Working Days before the course start date. Special arrangements may be separately agreed in the case of late bookings.

Where Services involve other services or goods, payment is required five Working Days

prior to delivery or as otherwise agreed in writing.

Any persons who do not have an open credit account with EMTS must make payment by Credit/Debit card or BACS transfer no later than seven days prior to the course start date. Companies who hold a credit account with EMTS must settle outstanding amount within 30 days from the date of the invoice. EMTS reserve the right to charge interest on late payments, 8% plus the Bank of England base rate per Month or part thereof on all amounts that remain unpaid for 30 days after invoice or as other agreed payment date and each subsequent calendar month thereafter per month.

#### 4. Training Courses

Training Courses will not go ahead until full payment of invoice is received and cleared or as otherwise agreed. Provisional bookings can be accepted by telephone or email. However a booking is only regarded as confirmed once a booking form (EMTS/FRM/001) has been received or completed using our Online Booking System.

Orders must be made in writing and accompanied by a purchase order number with full details of the venue, date, price, and name of course.

EMTS provides training in conjunction with selected Training Providers. To the best knowledge of EMTS these Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. EMTS reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the EMTS website is for general guidance and does not form any part of a contract. Please contact EMTS before making any travel or accommodation arrangements as EMTS will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

EMTS will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, EMTS and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

The facilitator delivering the training course has the right to exclude any delegate if he/she:

A. Is under the influence of drugs or alcohol;

- B. After warning, continues to disrupt the course;
  - C. After warning, continues to bully, victimise, or discriminate any other delegate/s.
- If the Client has agreed to provide the venue, equipment and/or materials, (including PPE) and they do not meet regulatory standards, EMTS reserve the right to cancel the course and invoice the full agreed course fee.

Please arrange for delegates to arrive at least 15 minutes prior to the start time of the course for registration and with suitable Personal Protective Equipment (PPE) as listed in the confirmation/reminder of training course letter/email. If a delegate arrives without suitable PPE, the Client will still be charged but training will not be allowed to go ahead.

## 5. Course Duration

Course durations for classroom events and access periods for eLearning products are clearly stated on the website.

All classroom-based courses are run on working days only, unless otherwise stated. On the rare occasion where a training event duration spans a weekend the course will continue the following week (unless otherwise agreed). For example, if a three day training event commences on a Friday then the remaining two days of training will take place on the following Monday and Tuesday.

## 6. Cancellation, Transfers and Substitutions with respect to Training Courses

EMTS reserves the right to cancel or arrange an alternative date for a course. In such circumstances EMTS will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation the Client will be entitled to a full refund of the course fee but EMTS shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying EMTS in writing by recorded delivery as soon as reasonably practicable. The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

### Public Scheduled Courses:

Number of Days' Notice	Proportion of Course Fee
0 – 15 Days	100%
16 – 25 Days	50%

### Customer Specific Courses (for example on Client's site):

Number of Days' Notice	Proportion of Course Fee
0 – 25 Days	100%

In the event that the delegate is unable to attend the course booked EMTS will endeavour to

transfer the delegate to an alternative course. If this is requested 26 or more Working Days from the start date of the original course then the only charges applicable will be an administration fee of £50 (plus VAT) plus any difference in course price. If a transfer is requested within 26 Working Days then the cancellation fee above shall be payable. EMTS will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course. In the event of substitution the Client shall pay an administration fee of £50 plus any unavoidable costs relating to the change. For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included as a Public Scheduled Course and upon course materials and access to E-Learning being provided to the Client 100% of the Course Fee is payable in the event of any cancellation. No refund will be payable if the delegate fails to arrive, arrives late, leaves early, is excluded, otherwise fails to complete the course or fails to achieve the criteria presented. This includes failing any tests or assessments.

## 7. Liability

EMTS' total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

EMTS shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

EMTS provide information, advice and service in good faith based upon information available at the time and hold professional indemnity insurance against negligent errors and omissions in respect of advice given by us. However, EMTS will not be liable for circumstances where you have failed to provide full and clear information that was apparent or relevant at the time or where you decide not to accept our advice in making management decisions.

## 8. Bundling and Bundled Courses

Where a customer orders a predefined selection of bundled services/courses at a fixed price (Bundle), the provisions of this Clause 7 shall apply except as may be expressly waived (in writing) by EMTS in relation to a particular order. Services/courses within a Bundle are allocated to a particular named individual and such allocation cannot be transferred to any other person.

The customer may not modify the services/courses within a Bundle, and may not exchange services/courses within a Bundle for other services/courses.

Where a customer decides to cancel a Bundle before the first service/course has been booked (and within the 12 month Bundle period) EMTS will refund the Bundle cost subject to

an administration charge equivalent to 10% of the Bundle price paid.

Each Bundle is valid for a maximum of twelve (12) months. The Client may only use the services/courses within a Bundle during the twelve (12) month period immediately following the date they are ordered and payment is submitted. Any services/courses within a Bundle that remain unused will expire on the anniversary of the payment date and shall be deemed used with no refund payable.

Some Bundles are provided on the basis of being for selected dates and locations only. An EMTS advisor will work with you to arrange a suitable schedule.

EMTS reserves the right to cancel, curtail or re-schedule training courses or events, in which case it shall use reasonable endeavours to notify the customer and provide alternatives.

In the event of cancellation by EMTS for any reason (including where EMTS is no longer able to source the training course requested), EMTS shall use reasonable endeavours to find a suitable alternative and where this is not possible shall refund course fees which the customer has already paid in advance in relation to the cancelled course. Please note the refund will be a pro-rated amount of the sum paid for the Bundle which may be less than the usual price of the service/course.

The Company reserves the right to withhold services or provide reduced services if course participants attending on the Client's behalf fail to satisfy course requirements or meet the course prerequisites.

## 9. Training Credits

EMTS Training Credits can be spent on any EMTS Classroom, Virtual or Online training course (not including In House / Onsite Bookings which are priced separately)

Credits can be used for anyone in your organisation but training must be booked by the original purchaser unless we receive alternative written instruction

The Training Credit discount applies to all advertised EMTS prices but not to exam fees (unless an integral part of a course) or residential costs, and not in conjunction with other discount schemes such as Special Offers unless agreed by EMTS on Training at the time of the Course Booking

Credits are available for use as soon as payment is received

Credits are non-refundable and can only be exchanged for training. They expire after one year

In the event that a customer decides to cancel Training Credits before the first service/course has been booked (and within the 12 month Training Credits period) EMTS will refund the Training Credits cost subject to an administration charge equivalent to 10% of the Training Credits amount paid.

Courses can be paid for with a combination of Training Credits and other means such as credit card or BACS transfer.

Once the Training Credit amount is exceeded the outstanding balance can be paid for by purchasing further Training Credits (on the terms at that time) or by other means such as credit card or BACS transfer

### **10. Force Majeure**

EMTS shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If EMTS is unable to perform its duties and obligations under this contract as a direct result of one or more such causes EMTS shall give written notice to the Client of such inability stating the cause in question.

### **11. Data Protection and Confidentiality**

The policy of EMTS with respect to data protection is detailed in its website Terms and Conditions which should be read in conjunction with these terms and conditions of contract. Where Services are certified training courses, the Client consents to allow EMTS full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate effectiveness of training and to assist EMTS in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it EMTS, its Training Provider or others.

Where Services are distance learning products then the Client shall abide by all reasonable terms of any licence agreement applicable.

Notwithstanding receipt of full payment from you, all rights of ownership to materials prepared by EMTS, whether written, audio, video, or digital or otherwise shall remain EMTS' property. Copyright and distribution rights are reserved at EMTS' sole discretion, except where those rights are expressly stated in writing to have been waived or where the contract between us expressly provides or where the material is so endorsed by us.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of EMTS. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify EMTS against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

## 12. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by EMTS or its Training Providers shall be subject to correction without any liability on the part of EMTS.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of EMTS.

EMTS may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of EMTS or its Training Providers.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.