

## Terms and Conditions

### About these Terms and Conditions

1.1 In these terms and conditions "we" and "us" means MDR Training (UK) Limited and "you" means you the customer. For your ease of reference these defined terms are listed together at the end of the terms and conditions. These terms and conditions together with your order constitute the contract between us and you for the supply of products. No other terms and conditions shall apply. The contract cannot be varied unless we agree to vary it in writing or by email.

1.2 By accessing or using the MDR Training (UK) website you agree to be bound by the terms and conditions below.

1.3 In these Conditions:

- a) Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders, and words importing persons shall include corporate bodies, unincorporated associations, and partnerships.
- b) Any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
- c) Any reference to a Condition is to a condition in these Conditions.
- d) Headings are included for ease of reference only and shall not affect the interpretation or construction of these Conditions.

## 2 Data Protection and Privacy Policy

2.1 We understand the importance of maintaining and protecting your privacy. When you place an order, we need to know certain vital information about you to process your order. This information includes: your name, home or company address, email address, delivery address, telephone number, credit card number and expiry date. This information is given in a secure area. This information is required to process and fulfil your order and to notify you, if necessary, about the status of your order. Your telephone number is required so that we can contact you quickly, if necessary, for example, if there is a problem with your order.

2.2 We ask for details of your email address when you place an order. We may use your email address to contact you. If we are unable to contact you by email then we may contact you by any other suitable method reasonably available.

2.3 We use the information we hold about you to monitor the use of the MDR Training website, to keep records of traffic flows to the site, send information, such as course confirmations and to register you for the online learning portal, if applicable. We may also use the information we collect to notify you about functionality changes of the

service and new products and services in areas that are of interest to you unless you have indicated otherwise.

2.4 "Cookies" are small pieces of information stored on your computer's hard drive by your web browser. The cookies that we use contain no personal information that could be used to identify you and are used only as part of the shopping service we provide - such as the storage of titles in your shopping basket between visits. It is possible to configure your browser so that cookies are not used automatically but this may prevent you from having the benefit of some of the site's features.

2.5 In order to fulfil our obligations under the UK Data Protection Acts of 1984 and 1998 we do our utmost to prevent unauthorised access to your information by following very strict procedures about the storage and disclosure of your information. To protect against unauthorised access to your password and your computer ensure you log off when you have finished using your computer.

2.6 We may abstract statistics about our customers, sales, traffic patterns and related site information to be used internally, but such statistics will not include any personal information that would identify you.

2.7 We work closely with other organisations and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and email, processing credit card payments and customer service. They are provided with personal information necessary to perform that task and may not use it for other purposes.

2.8 Account and other personal information will be released by us only when we believe it is necessary to comply with law.

2.9 We may update this policy from time to time and we advise you to check it regularly so that you are aware of any changes. We would welcome any feedback you may have on privacy. Please email any comments to [bookings@mdrtraininguk.com](mailto:bookings@mdrtraininguk.com).

### **3 Force Majeure**

3.1 We will not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfil or otherwise discharge any of our obligations under the contract, to the extent that such delay or failure is caused by any circumstance beyond our reasonable control.

### **4 Governing Law and Jurisdiction**

4.1 These Conditions shall be governed and construed in accordance with English law and any dispute, claim or difference arising out of, or in connection with these Conditions (whether or not contractual) shall be subject to and within the exclusive jurisdiction of the English courts, save that MDR Training (UK) may pursue any claim it may have against Client in any jurisdiction in which Client has assets.

## **5 Prices**

5.1 The prices for the products will be the prices indicated on the MDR Training (UK) website but are subject to change.

5.2 VAT is only payable for electronic and other non-book products in the European Union, unless you provide a valid EU VAT exception form.

## **6 Placing Your Order**

6.1 By placing an order, you make an offer to us to purchase the products, course, or service you have selected on these terms and conditions. We may or may not accept your offer at our discretion. If we accept your order, we will notify you of our acceptance by issuing an order confirmation. We will send your order confirmation to you by email or verbally over the phone.

6.2 If we cannot accept your order, we will contact you by email or telephone.

6.3 Information contained on the MDR Training (UK) website constitutes an invitation to treat. No such information constitutes an offer by us to supply any products.

6.4 It is your responsibility to ensure that the course, product, or service you wish to order is suitable and meets your needs. MDR Training (UK) does not accept any responsibility if you have failed to research or establish that your order will meet your requirements.

## **7 Supply of Your Products**

7.1 Subject to these terms and conditions, we will supply to you the products indicated on your order confirmation.

## **8 Application**

8.1 Issuance of an Order Confirmation by the Client constitutes an acceptance by the Client to be bound by these Conditions and the terms of the Quotation. These Conditions and the Quotation are the basis upon which MDR Training (UK) provides the Course to Client and shall apply to all dealings between MDR Training (UK) and the Client to the exclusion of all other terms and conditions which the Client may purport to apply under any correspondence, order, or other document.

8.2 In the event of any inconsistency or conflict between these Conditions and the Quotation then the terms of the Quotation shall prevail.

8.3 MDR Training (UK) shall be entitled to vary these Conditions acting reasonably from time to time without notice and any such variation shall be binding on the Client with effect from the date on which such change is notified to Client.

## **9 Information about the Course**

9.1 Save for the Course Programme, any description, advertisement, or documentation issued by MDR Training (UK) and any description contained on the MDR Training (UK)

website, or any catalogues relating to the Course are issued and published for the sole purpose of giving the Client and other people a general idea of the Course, its content and objectives. Although MDR Training (UK) makes every effort to ensure that information about the Course is correct, the Client acknowledges and agrees that sometimes such information may be incomplete, out of date or inaccurate and the Client places no reliance on it whatsoever.

9.2 If the Client does wish to rely on a particular piece of information about a Course, then the Client must inform MDR Training (UK) before taking any action based on such information and, if MDR Training (UK) is happy for the Client to rely on this information about the Course then one of MDR Training (UK)'s staff will confirm this to the Client in writing. In no other circumstances may the Client rely on any piece of information about the Course and MDR Training (UK) shall have no liability for any reliance placed on such information by the Client unless the information provided is fraudulent.

## **10 Payment**

### **10.1 Website Orders**

10.1.1 All orders for courses, services or products placed via the online shop are payable on checkout with a valid debit or credit card.

10.1.2 If a 20 % deposit is paid to secure a space on a course, MDR Training (UK) will issue an invoice to The Client for the remaining balance, and the Client shall pay the remaining balance within 30 days of the date of the invoice, or 14 working days prior to the course start, whichever is sooner, unless otherwise agreed or stated.

### **10.2 Verbal or Written Orders**

10.2.1 All orders placed verbally, by telephone, or written, via email, will be invoiced and the Client shall pay the Fee within 30 days of the date of the invoice, or 14 working days prior to the course start, whichever is sooner, unless otherwise agreed,

10.2.2 For any orders of £700 or above, a 20% non-refundable deposit is required to secure the booking. The remaining balance will be due within 30 days of the date of the invoice, or 14 working days prior to the course start, whichever is sooner, unless otherwise agreed or stated

## **11 Change control**

The Quotation and Course Programme provided by MDR Training (UK) are based upon information provided by the Client including course date(s) and duration, premises details, course level requirement and pre-existing knowledge of the Delegates. If the Client requests any change to the Course after issuing an Order Confirmation and MDR Training (UK) accepts the change (in its absolute discretion) then MDR Training (UK) is entitled to issue a new Quotation in respect of the Course which shall be binding on the Client. No further reliance can be placed on the Quotation provided prior to the issuance of the Order Confirmation.

## **12 Tutor**

12.1 Should a particular Tutor be named to deliver the Course then MDR Training (UK) shall use its reasonable endeavours to ensure that the named Tutor is available on the Course Date. If this Tutor is not available for any reason, MDR Training (UK) shall notify the Client and offer a substitute Tutor.

12.2 If the Client is not willing to accept the substitute Tutor, the parties, acting in good faith shall agree an alternative date, dependant on the availability of the named Tutor and MDR Training (UK) shall have no other liability or responsibility for the unavailability of the named Tutor on the Course Date.

## **13 Premises**

### **13.1 In-house Training Courses**

13.1.1 The Client shall be responsible for all damage to the Premises and/or damage to other people's property on the Premises caused by the Delegates.

13.1.2 Where the Course is to be held at Client Premises:

a) The Client shall ensure that the Client Premises have appropriate facilities for the provision of the Course including a room with sufficient seating and furniture, toilets, tea and coffee making facilities and car parking spaces. Where MDR Training (UK) has specific requirements necessary for provision of the Course these will be discussed with the Client prior to the Course Date.

b) The Client warrants that the Client Premises have the appropriate technical and IT equipment to allow MDR Training (UK) to provide the Course. Where MDR Training (UK) has specific requirements, this will be discussed with the Client prior to the Course Date.

c) The Client Premises shall have appropriate health and safety policies in operation and the Client shall use its best endeavours to always ensure the safety of the Tutors and their property.

### **13.2 Classroom Training Courses**

13.2.1 The Client shall be responsible for all damage to the Premises and/or damage to other people's property on the Premises caused by the Client or their delegates.

13.2.2 When at the Premises, the Client should comply with health and safety policies issued by or on behalf of MDR Training (UK).

## **14 Intellectual Property**

14.1 As between the Client and MDR Training (UK) all Intellectual Property Rights in or arising out of, or in connection with the Course and Course Materials shall be and remain vested in MDR Training (UK).

14.2 The Client shall not, and shall procure that its Delegates do not, modify or remove any Intellectual Property Rights notices contained on the Course Materials and shall reproduce such notices on any copies of the Course Materials, or part thereof, in the form in which they appear on the original.

14.3 Delegates may use the Course Materials for their own personal development purposes but not for any other purpose. The Client shall not and shall procure that the Delegates do not, copy, duplicate, redistribute, re-publish, or use any part of the Course Materials or prepare derivative works or incorporate the Course Materials in any other work for commercial use or exploitation without MDR Training (UK)'s prior written consent.

## **15 Rescheduled Courses**

15.1 Should the Client request a rescheduling of a Course, MDR Training (UK) may invoice the Client for any fees and expenses incurred up to and including the date of notification. MDR Training (UK) in its absolute discretion may accept such rescheduling subject to the following:

a) If a rescheduling request is made 28 to 15 days in advance of the Course Date, then MDR Training (UK) may invoice the Client 10% of the Course Fees, which the Client shall pay within 30 days of invoice date

b) If the Client requests rescheduling 14 days or less in advance of the Course date then MDR Training (UK) may invoice the Client 20% of the Course fees, which Client shall pay within 30 days of invoice date

15.2 Should MDR Training (UK) be unable to accept the Client's request for rescheduling, MDR Training (UK) shall inform the Client in writing. If no further dates are proposed by the Client within 7 days of MDR Training (UK)'s notification, then Condition 16 (Cancellation) shall apply.

15.3 In the event that a rescheduled booking is subsequently cancelled, the Cancellation terms in Condition 16 will be applied, based upon the date of notification of the rescheduling request and the originally scheduled Course Date. MDR Training (UK) will invoice the Client for any difference between the amount due under Condition 15.1 and Condition 16.

## **16 Course Cancellations, Transfers or Substitutions**

16.1.1 Any Cancellation or request to transfer a Booking must be notified to MDR Training (UK) in writing.

16.1.2 Cancellation Fees and/or Transfer Fees below shall apply to cancellation or rescheduling of any Course by the Client, which the Client shall pay within 30 days of the invoice:

Written notice period	Cancellation Fee	Transfer Fee
29 days or more	None	None
15 to 28 days	50% of Course Fee	None
14 days or less	100% of Course Fee	20% of Course Fee

16.1.3 If any transfer is subsequently cancelled, the original Course Fee is non-refundable.

16.1.4 Delegates or learners may be substituted and there is no charge for a substitution.

16.1.5 Any learner or delegate who has been registered for a CPC examination and who subsequently cancels themselves from the examination date, after the registration window has closed, will be liable for 100% of the exam fees, as the examination boards will not issue refunds after the registration window has closed.

## **17 Warranties, Representations and Conditions**

17.1 MDR Training (UK) warrants that:

- a) It shall provide the Course in line with Good Industry Practice
- b) All Tutors used by MDR Training (UK) will have the necessary expertise, knowledge and skills required to provide the Course

17.2 Except for the Warranties, Representations and Conditions expressly contained or referred to in these Conditions, MDR Training (UK) makes no other Warranties, Representations or Conditions regarding the Course and its obligations in respect of the Course. All Warranties, Representations, Conditions, and other terms expressed or implied, statutory, or otherwise, regarding compliance with descriptions, the quality of service or otherwise which are not expressly set out or repeated (as the case may be) in these Conditions are excluded to the fullest extent applicable by law.

## **18 Liability**

18.1 Nothing in these Conditions shall exclude or limit either party's liability for:

- a) Death or personal injury caused by that party's negligence
- b) Fraud or fraudulent misrepresentation
- c) Any other liability which may not be excluded or limited by law

18.2 Subject to Condition 15.1 MDR Training (UK) shall have no liability for any losses or damages which suffered by the Client or any Delegate, whether such losses or damages are suffered directly or indirectly or are immediate or consequential. MDR Training (UK) shall have no liability for any losses or damages suffered by the Client



or any Delegate in contract, tort (including negligence) or otherwise that fall within any of the following categories arising out of or in connection with the provision of the Course and/or the use of or reliance on the Course Materials:

- a) Loss of profits, anticipated profits, or revenues
- b) Failure to make anticipated savings
- c) Loss of business opportunity or contract
- d) Loss of goodwill or damage to reputation
- e) Loss or corruption of data
- f) Business interruption costs

18.3 Subject to Condition 18.1 the aggregate liability of MDR Training (UK) arising out of, or in connection with provision of the Course and/or the use of or reliance on the Course Materials, whether such liability arises in contract, tort (including negligence) or otherwise, shall not exceed the Course Fee.

## **19 Data Protection**

19.1 For the purposes of these Conditions and provision of the Course, both parties may receive personal data (as defined in the Data Protection Act 1998) from the other party. Each party receiving such personal data agrees to process such information only in accordance with the lawful instructions of the other party and as necessary to fulfil its obligations under these Conditions and to take appropriate technical and organisational measures against unauthorised or unlawful processing of such information and against accidental loss or destruction of or damage to such personal data.

## **20 Force Majeure**

### **20.1 Classroom or Online Training Courses**

20.1.1 MDR Training (UK) shall not be liable to the Client because of any delay or failure to provide the Course because of a Force Majeure Event.

20.1.2 Where a Course is cancelled by MDR Training (UK) due to a Force Majeure Event then MDR Training (UK) shall, acting in good faith, offer a new date for the provision of the Course.

20.1.3 Should the Client be unable to attend on the new date for the Course then MDR Training (UK) shall refund the Course Fee.

## **21 Assignment and Subcontracting**

21.1 MDR Training (UK) may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Conditions to any third party or agent.



21.2 The Client shall not, without the prior written consent of MDR Training (UK) sell places on the Course to third parties.

21.3 The Client shall not, without the prior written consent of MDR Training (UK) assign, transfer, or deal in any other manner with all or any of its rights or obligations under these Conditions.

## 22 Notices

22.1 All notices and communications shall be in writing and served by personal delivery, first class post or email.

22.2 Any notice or other communication sent to MDR Training (UK) shall be sufficient if sent to (i) MDR Training (UK)'s registered postal address (ii) email address: [bookings@mdrtraininguk.com](mailto:bookings@mdrtraininguk.com), or (iii) any other postal address or email address provided by MDR Training (UK) to the Client in writing.

22.3 Any notice or other communication sent to the Client shall be sufficient if sent to the postal address, or email address given by the Client in the Order, or any other postal address or email address provided by the Client to MDR Training (UK) in writing.

22.4 Notices shall be served:

- a) On delivery when delivered personally
- b) On the generation of a receipt notice by the other party's server or, if no receipt notice is generated, on delivery to the other party's server when sent by email to the email address notified to the other party
- c) Two days after mailing if sent by mail, provided the postage is properly paid and such notice is properly addressed to the other party in accordance with this Condition 4.

## 23 General

23.1 No variation or amendment to these Conditions shall be valid unless it is in writing and signed by duly authorised representatives of MDR Training (UK) and the Client. The variation shall take effect from the date of the last signature.

23.2 No delay or failure by MDR Training (UK) in exercising or enforcing any right or remedy under these Conditions will prejudice or restrict MDR Training (UK)'s rights and no waiver of any such rights or of any contractual breach will be deemed to be a waiver of any other right or later breach.

23.3 No third party shall have any rights under or in connection with these Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

23.4 If at any time any provision of these Conditions is found by any court or other competent authority to be illegal, invalid, or unenforceable whole or in part, it shall not affect or impair the legality, validity, or enforceability of any and all other provision of these Conditions.

23.5 These Conditions, the Quotation and the Course Programme constitute the entire understanding and agreement of the parties relating to the provision of the Course and Course Materials and supersedes all prior written or oral communications, understandings and agreements relating to the provision of the Course and Course Materials.

## 24 Definitions

24.1 In these terms and conditions:

- **Client:** The person detailed in the Quotation or booking form submitted to MDR Training (UK).
- **Client Premises:** Premises which are owned by, hired to or rented by the Client.
- **Conditions:** These conditions as may be varied from time to time pursuant to Condition 8.3.
- **Course:** The training course booked by the Client.
- **Course Date:** The date of the first day of the Course.
- **Course Fee:** The fee payable by the Client for provision of the Course.
- **Course Materials:** Any documentation or materials including hand-outs provided to the Delegates as part of the Course.
- **Course Programme:** The topics covered during the Course delivered by MDR Training (UK)
- **Delegate:** Any individual booked to attend and/or attending a Course.
- **Intellectual Property Rights:** All copyright, publication rights, trade marks, design rights, patents, database rights, confidential information, rights in trade and/or business names and the goodwill accrued in respect of the same, discovery, inventions, processes, formulas, know-how, specifications, improvements, techniques, and any other intellectual property rights whatsoever and wheresoever in the world, whether registered or unregistered, existing from time to time (including all applications or rights to apply for registration, renewals or extensions of any of the foregoing).
- **Force Majeure Event:** Any event beyond the reasonable control of the affected party, which cannot be reasonably planned for or avoided.
- **Good Industry Practice:** The degree of skill, diligence, prudence, and foresight that would reasonably be expected from a skilled and experienced supplier of training courses.
- **Learner:** Refers to any individual enrolled on a course.
- **Order:** A request from the Client for MDR Training (UK) to provide the Course to one or several Delegates.

- **Order Confirmation:** The Client's written acceptance of the Quotation.
- **Premises:** The premises where the Course will be provided.
- **Quotation:** The written Quotation for provision of the Course provided by MDR Training (UK) to the Client in response to an Order.
- **MDR Training (UK):** Refers to MDR Training (UK) Limited, a company registered in England under company number 6264622, whose registered office is at 19 Warren Park, Way, Enderby, Leicestershire, LE19 4SA, England.
- **Tutor:** A qualified expert on the subject matter of the Course who is engaged by MDR Training (UK) to prepare the Course Materials and/or deliver the Course.