TRAINING SERVICES AGREEMENT – CONSUMER

OUR TERMS

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply courses to you, whether these are goods, services or digital content.

1.2 **Why you should read them**. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide courses to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are**. We are Prometheus Medical International Limited, a company registered in England and Wales. Our company registration number is 15436551 and our registered office is at The Old Rectory, Hope Under Dinmore, Hereford, Herefordshire, HR6 0PW.

2.2 **How to contact us**. You can contact us by telephoning our customer service team at 01568 600695 or by writing to us at training.coordinator@prometheusmed.com.

2.3 **How we may contact you**. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **How we will accept your order**

Our acceptance of your order takes place when we send you an email confirming that we accept your order. At that point, a contract will come into existence between you and us.

3.2 **If we cannot accept your order**

If we are unable to accept your order, we will inform you of this in writing and you will not be charged for the course. Reasons we may not accept your order include (but are not limited to): the course no longer being available; unexpected limits on our resources that we could not reasonably plan for; an error in the price or description of the course; or our inability to meet a date you have requested.

3.3 **We only supply to the UK**

Our website is solely for the promotion and supply of our courses within the United Kingdom. We do not accept orders from, or deliver services to, addresses outside the UK.

4. Our courses

4.1 The course you receive may differ slightly from any images shown on our website. Images and descriptions on our website are for illustrative purposes only and are intended to give a general overview of the course content and experience.

4.2 We make reasonable efforts to ensure that the information on our website is accurate; however, the specific content, format or materials used in a course may vary to ensure quality, relevance or up-to-date delivery.

5. Your rights to make changes

If you wish to make a change to the course you have booked, please contact us. We will confirm whether the change is possible. If it is possible, we will tell you about:

- any change in the price of the course,
- any changes to the course dates or timings, and
- any other changes that would be necessary as a result of your request.

We will then ask you to confirm whether you wish to proceed with the change.
If we cannot make the change, or if the consequences of making the change are unacceptable to you, you may choose to end the contract (see clause 8 – *Your rights to end the contract*).

6. Our rights to make changes

6.1 Minor changes to the courses

We may make minor changes to a course:

6.1.1 to reflect changes in relevant laws or regulatory requirements; and

6.1.2 to make minor technical or operational adjustments and improvements, for example to update training methods or improve course delivery.

These changes will not materially affect your course experience.

6.2 More significant changes to the courses or these terms

As explained in the course description on our website, we may make more significant changes to these terms or to the course. If we do so, we will notify you in advance and you may contact us to end the contract before the changes take effect. If you choose to end the contract, we will refund you for any courses paid for but not received.

Examples of significant changes include:

6.2.1 changes to course dates; and/or

6.2.2 changes to the venue at which the course will take place.

7. Providing the courses

7.1 When we will provide the course

We will tell you the date(s) of the course during the order process. These details will also be confirmed in your order confirmation email.

7.2 We are not responsible for delays outside our control

If our delivery of the course is delayed due to an event outside our reasonable control, we will contact you as soon as possible to let you know and will take reasonable steps to minimise the impact of the delay.
Provided we do this, we will not be liable for delays caused by the event.
However, if there is a risk of a **substantial delay**, you may contact us to end the contract and receive a refund for any course you have paid for but not yet participated in.

7.3 If you do not provide necessary information

We may require certain information from you so that you can participate in the course (for example, your age or any required pre-requisite qualifications). These requirements will be stated in the course description on our website.

We will contact you if we need additional information. If you do not provide the required information within a reasonable time, or if you provide incomplete or incorrect information, we may either:

- end the contract (see clause 10.2), or
- charge you a reasonable additional amount to cover any extra work required as a result.

We will not be responsible for you being unable to attend or participate in the course (or any part of it) if this is because you did not provide the information we need within a reasonable time.

7.4 Accessibility or Reasonable Adjustments

7.4.1 If you have a disability or specific access needs, please contact us as early as possible. We will discuss your requirements with you and will make reasonable adjustments, where possible, to help you access and participate in the course. Some adjustments may not be available for all course types, but we will always explain your options.

7.5 Delegate Behaviour / Health and Safety

7.5.1 You must follow all health and safety instructions and any reasonable directions given by our trainers or staff during the course.

7.5.2 We may refuse participation to, or remove from the course, any person who:
(a) behaves in a disruptive, unsafe or inappropriate manner;
(b) fails to comply with health and safety instructions; or
(c) appears to be under the influence of alcohol or drugs.

7.5.3 If you are refused participation or removed under clause 7.5.2, you will not be entitled to a refund for any part of the course you are unable to attend as a result.

7.5.4 We are committed to providing a professional, safe and inclusive learning environment for all participants. You must not engage in bullying, harassment, discrimination, intimidation, abusive behaviour or conduct that disrupts the course or affects the wellbeing of other participants, trainers or staff.

We reserve the right to remove or exclude any participant whose behaviour we reasonably consider inappropriate, disruptive or unsafe. In such circumstances, fees may not be refunded.

If you experience or witness inappropriate behaviour during a course, please inform the trainer or contact us as soon as possible so that appropriate action can be taken.

8. Your rights to end the contract

8.1 You can always end your contract with us

Your rights to end the contract will depend on what you have purchased, whether there is anything wrong with the course, how we are performing, and when you decide to end the contract:

8.1.1 If the course is misdescribed, you may have a legal right to end the contract (or to attend another course or receive a full or partial refund) – see clause 11.

8.1.2 If you are ending the contract because of something we have done or have told you we are going to do, see clause 8.2.

8.1.3 If you have simply changed your mind about the course, see clause 8.3. You may be entitled to a refund if you are within the cooling-off period, subject to deductions.

8.1.4 In all other cases (where we are not at fault and you do not have a right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do

If you are ending the contract for one of the reasons set out below, the contract will end immediately. We will refund you in full for any course(s) you have paid for but not participated in, and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about a significant upcoming change to the course or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the course and you do not wish to proceed;

8.2.3 there is a risk that the course(s) may be significantly delayed due to events outside our control; or

8.2.4 you have a legal right to end the contract because we have done something wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013)

For most courses bought online, you have a legal right to change your mind within **14 days** of receiving your order confirmation email and receive a refund. These rights are explained in this clause.

8.4 When you do not have the right to change your mind

You do not have a right to change your mind in relation to:

8.4.1 courses once they have started, even if the cooling-off period is still running (you may still be entitled to a partial refund); or

8.4.2 courses once they have been completed.

8.5 How long you have to change your mind

If you have bought services (such as a training course), you have **14 days** after the day we send you the email confirming acceptance of your order.

However:

- once the course has been completed, you cannot change your mind; and
- if you cancel after we have started delivering the course (including after we have sent Course Materials), you must pay for the services provided up to the point at which you tell us you have changed your mind.

8.6 Ending the contract where we are not at fault and you do not have a right to change your mind

Even if we are not at fault and you do not have a right to change your mind, you may still end the contract before it is completed. If you wish to do so, please contact us to let us know.

The contract will end immediately, and we will refund any sums you have paid for course(s) not yet provided. We may deduct from your refund (or charge you, if you have not paid in advance) **reasonable compensation** for the net costs we will incur as a result of you ending the contract early.

Cancellation charges where we are not at fault and you have no right to change your mind

Cancellation timing	Refund entitlement
30 days or more before course starts	Full refund
15 – 30 days before course starts	50% refund
8 – 14 days before course starts	25% refund
7 days or fewer before course starts	No refund

Transfers

If you wish to transfer your booking to another course date:

- A fee of **£50** applies per transfer.
- Transfer cancellation terms are based on the **original course date**.

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract

To end the contract with us, please contact us using one of the methods below:

9.1.1 Phone or email

Call us on **+44 (0)1568 600695** or email **training.coordinator@prometheusmed.com**.

Please provide your name, home address, order details, and (if available) your phone number and email address.

9.1.2 Online

Complete the contact form on our website at **https:/prometheusmed.com/contact-us/**.

9.1.3 By post

Write to us at Prometheus Medical International Limited, The Old Rectory, Hope Under Dinmore, Herefordshire, HR6 0PW, including your name, address, details of what you bought, and the date you ordered or received it.

9.2 How we will refund you

We will refund you the price you paid for the course, using the same method you used to pay.

However, we may make deductions from your refund, as set out in clause 9.3 and clause 8.

9.3 Deductions from refunds if you are exercising your right to change your mind

If you are exercising your 14-day right to change your mind, we may deduct an amount that reflects the value of the services provided up to the point when you told us you had changed your mind.

The deduction will be proportionate to the services delivered compared with the full value of the contract.

9.4 When your refund will be made

We will make any refund due to you as soon as possible.

If you are exercising your right to change your mind, we will refund you within **14 days** of the date you notify us that you have changed your mind.

10. Our rights to end the contract

10.1 We may end the contract if you break it

We may end the contract for a course at any time by writing to you if:

10.1.1 you do not make a payment when it is due, and you still do not make the payment within 7 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide information we need to deliver the course (for example, proof of age or required pre-requisite qualifications);

10.1.3 you do not, within a reasonable time, allow us access to your premises to provide the course (if access to your premises is required for the course); or

10.1.4 you otherwise seriously breach your obligations under these terms.

10.2 You must compensate us if you break the contract

If we end the contract in the circumstances set out in clause 10.1, we will refund any money you have paid in advance for services we have not provided.

However, we may deduct or charge you **reasonable compensation** for the net costs we incur as a result of you breaking the contract.

10.3 We may withdraw the course

We may write to you to let you know that we are going to stop providing the course you have booked—for example, where:

- we no longer offer that course, or
- there are insufficient numbers for us to deliver the course on the planned date(s).

We will give you at least **5 days' notice** in advance of the course being withdrawn.

We will refund any sums you have paid for course(s) that will not be provided, or we will offer you the option to transfer to an alternative date.

11. If there is a problem with the course

11.1 How to tell us about problems

If you have any questions or complaints about the course, please contact us. You can telephone our training team on **+44 (0)1568 600695** or email us at **training coordinator@prometheusmed.com**.

11.2 Complaints policy

All complaints will be handled in accordance with our complaints policy, which is available on request.

11.3 Summary of your legal rights

We are legally required to supply courses that conform to this contract. Nothing in these terms affects your legal rights. A summary of your key legal rights under the **Consumer Rights Act 2015** is set out below. See clause 8 regarding your right to change your mind under the Consumer Contracts Regulations 2013.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For more detailed information, please visit the Citizens Advice website at **www.adviceguide.org.uk** or call **03454 04 05 06**.

If your purchase is for **services**, such as one of our training courses, the Consumer Rights Act 2015 states that:

a) You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive a price reduction if we cannot fix it.

b) If you have not agreed a price beforehand, the price you are asked to pay must be reasonable.

c) If you have not agreed a time for the service to be carried out, it must be provided within a reasonable time.

12. Price and payment

12.1 Where to find the price for the course

The price of the course (which includes VAT) will be the price notified to you at the time you place your order. We take reasonable care to ensure that the price advised to you is correct. However, please see clause 12.3 for what happens if we discover an error in the price.

12.2 We will pass on changes in the rate of VAT

If the rate of VAT changes between your order date and the date we deliver the course, we will adjust the VAT you pay, unless you have already paid in full before the VAT change takes effect.

12.3 What happens if we got the price wrong

Despite our best efforts, some courses may be incorrectly priced. We normally check prices before accepting your order so that:

- if the correct price is lower than the stated price, we will charge the lower amount;
- if the correct price is higher than the stated price, we will contact you for confirmation before accepting the order.

If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as such, we may end the contract, refund any sums paid and require you to return any materials we have provided.

12.4 When you must pay and how you must pay

We accept payment by bank transfer and, in some cases, by credit or debit card. We will tell you which payment options are available when you book. You must pay in full at the time of booking unless we inform you otherwise in writing.

12.5 We can charge interest if you pay late

If you do not make payment by the due date, we may charge interest on the overdue amount at **8% a year above Barclays Bank plc's base lending rate** from time to time. Interest will accrue daily from the due date until payment is made in full, whether before or after judgment. You must pay interest together with any overdue amount.

12.6 What to do if you think an invoice is wrong

If you believe an invoice is incorrect, please contact us promptly. You will not have to pay interest on any disputed amount until the matter is resolved. Once resolved, interest may be charged on correctly invoiced sums from the original due date.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us

If we fail to comply with these terms, we are responsible for any loss or damage you suffer that is a **foreseeable result** of us breaking this contract or failing to use reasonable care and skill.

Loss or damage is foreseeable if:

- it is obvious that it will happen; or
- at the time the contract was made, both you and we knew it might happen (for example, if you raised it with us during the sales process).

13.2 We do not exclude or limit liability where it would be unlawful to do so

This includes liability for:

- death or personal injury caused by our negligence or that of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of your legal rights in relation to the services, as summarised in clause 11.3.

Nothing in these terms affects your statutory rights.

13.3 When we are liable for damage to your property

If we provide services at your property, we will make good any damage to your property caused by us while doing so. However, we are **not responsible** for the cost of repairing:

- any pre-existing faults or damage; or
- any issues we discover while delivering the services.

13.4 We are not liable for business losses

We provide courses for **domestic and private use only**.

If you use the course for any commercial, business or resale purpose, we will have no liability to you for:

- loss of profit;
- loss of business;
- business interruption; or
- loss of business opportunity.

14. How we may use your personal information.

We will only use your personal information as set out in our Privacy Policy, which is available at **https:/www.prometheusmed.com/privacy-policy/**.

14A. Use of course materials

14A.1 Any course materials we provide to you (including digital content, documents, videos, workbooks or other resources) are licensed to you for your personal use only.

14A.2 You must not copy, share, distribute, adapt, publish or use the course materials for any commercial purpose, unless we agree in writing.

14A.3 You must not remove any copyright, trade mark or other proprietary notices contained in the course materials.

14A.4 This licence is non-exclusive, non-transferable and ends automatically if the contract ends.

14B. Use of third-party platforms

14B.1 Some courses may be delivered using third-party platforms or software (for example, online video-conferencing tools or learning-management systems). We will tell you if this applies to your course.

14B.2 Your use of any third-party platform is subject to the terms and conditions and privacy policies of that platform. You are responsible for ensuring that you comply with those terms.

14B.3 We are not responsible for any unavailability, technical issues or interruptions caused by third-party platforms, your internet connection, or your device. We will, however, take reasonable steps to minimise disruption where possible.

14B.4 You must not behave in an abusive, disruptive or inappropriate way on any third-party platform. We may remove your access to the course if you breach this requirement, without refund.

15. Other important terms

15.1 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation.

We will notify you in writing if this happens, and we will ensure that the transfer does not affect your rights under the contract. If you are unhappy with the transfer, you may contact us within 5 days of us telling you, and you may end the contract. We will refund you for any courses paid for but not provided.

15.2 You need our consent to transfer your rights to someone else

You may only transfer your rights or obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to)

This contract is between you and us. No other person has any right to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force

Each paragraph of these terms operates separately. If any court or relevant authority decides that a paragraph is unlawful, the remaining paragraphs will remain fully in effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later

If we do not immediately insist that you do something you are required to do under these terms, or if we delay taking steps against you for breaking the contract, this does not mean you do not have to do those things. We may still take action at a later date.

For example, if you miss a payment and we do not chase you but continue to provide the course, we can still require you to make the payment later.

15.6 Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law. You can bring legal proceedings in respect of the course in the courts of England and Wales.

If you live in Scotland, you may bring proceedings in Scotland or in England and Wales.

If you live in Northern Ireland, you may bring proceedings in Northern Ireland or in England and Wales.