

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 Ltd a company registered in England and Wales. Our company registration number is 05379264 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 613942 or by writing to us at training.coordinator@safeguardmedical.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 will take place when we email you to accept it, at which 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 will not charge you for the training course. This might be because we no longer offer that course, because of unexpected limits on our resources that we could not reasonably plan for, because we have identified an error in the price or description of the course or because we are unable to meet a course date you have specified.
- 3.3 **We only sell to the UK.** Our website is solely for the promotion of our courses in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our courses

The course may vary slightly from the pictures. The images of the courses offered on our website are for illustrative purposes only and your course experience may vary slightly from those images.

5. Your rights to make changes

If you wish to make a change to the course you have booked, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the course, the timing of course dates or anything else which would be necessary as a result of your requested change and ask you to

confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want 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 change the course:

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

6.1.2 to implement minor adjustments and improvements, for example to address a change in training methods.

6.2 **More significant changes to the courses and these terms.** In addition, as we informed you in the description of the course on our website, we may make changes to these terms or the course, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any courses paid for but not received. An example of the more significant changes are:

6.2.1 course dates; and / or

6.2.2 venue where the course may take place.

7. Providing the courses

7.1 **When we will provide the course.** We will let you know when the course will take place during the order process.

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

7.3 **What will happen if you do not give required information to us.** We may need certain information from you so that you can participate in the course, for example, your age, pre-requisite qualifications. If so, this will have been stated in the description of the courses on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for you being unable to participate in the course or not participating in any part of the course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8. Your rights to end the contract

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- 8.1.1 **If what you have bought is misdescribed you may have a legal right to end the contract** (or to participate in another course or to get some or all of your money back), see clause 11;
- 8.1.2 **If you want to end 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 just changed your mind about the course**, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- 8.1.4 **In all other cases (if we are not at fault and there is no 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 a contract for a reason set out at 8.2.1 to 8.2.4 below, the contract will end immediately and we will refund you in full for any course(s) you have not participated in and you may also be entitled to compensation. The reasons are:
- 8.2.1 we have told you about an 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 you have ordered and you do not wish to proceed;
- 8.2.3 there is a risk that the course(s) may be significantly delayed because of events outside our control; or
- 8.2.4 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most course(s) bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 8.4.1 courses once these have started, even if the cancellation period is still running (you will only be entitled to a partial refund);
- 8.4.2 courses, once these have been completed, even if the cancellation period is still running.
- 8.5 **How long do I have to change my mind? Have you bought services (for example, training course)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, including if the course has started and / or we have sent you the relevant course materials, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for

services (such as the supply of our courses) is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed, where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for course(s) not provided, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

Cancellation – client wishes to cancel course in full where we are not at fault and client has no right to change their mind	30 days or more before course starts	Full refund applied
	15 – 30 days before course starts	50% refund applied
	8 – 14 days before course starts	25% refund applied
	7 days or fewer before course starts	No refund given
Transfer – client wishes to amend existing booking to another course date*		£50 for each occurrence

* Note that cancellation terms for transfers relate to the dates of the original booking

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 let us know by doing one of the following:
- 9.1.1 **Phone or email.** Call customer services on 01568 613942 or email us at training.coordinator@safeguardmedical.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - 9.1.2 **Online.** Complete the form on our website - <https://www.prometheusmedical.co.uk/contact-us>.
 - 9.1.3 **By post.** Write to us at Prometheus Medical Ltd, The Old Rectory, Hope Under Dinmore, Herefordshire, HR6 0PW, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 **How we will refund you.** We will refund you the price you paid for the course, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract
- 9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us 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 any payment to us when it is due and you still do not make 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 us with information that is necessary for us to provide the courses, for example, your age;
 - 10.1.3 you do not, within a reasonable time, allow us access to your premises to supply the services (if applicable).
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your 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 that you have booked or that we do not have sufficient numbers in order to provide the course on the course dates previously advised. We will let you know at least 5 days in advance of our stopping the supply of the course and will refund any sums you have paid in advance for course, which will not be provided or will offer you 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 at 01568 613942 or write to us at training.coordinator@prometheusmed.com.
- 11.2 **Complaints policy.** All complaints will be dealt with in accordance with our complaints policy which is available upon request.
- 11.3 **Summary of your legal rights.** We are under a legal duty to supply courses that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the course. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

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

If your product is **services**, for example one of our courses, the Consumer Rights Act 2015 says:

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

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

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 advised to you by us when you placed your order. We take reasonable care to ensure that the price of the course advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the course you order.
- 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 supply the course, we will adjust the rate of VAT that you pay, unless you have already paid for the course in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the courses we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the course' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the course' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 **When you must pay and how you must pay.** We accept by bank transfer and sometimes by credit and / or debit card. We will advise you what payment options are available to you at the time of booking. You must make full payment when booking the course unless otherwise advised by us.
- 12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest 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 loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the course as summarised at clause 11.3;
- 13.3 **When we are liable for damage to your property.** If we are providing services in 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 to your property that we discover while providing the services.

- 13.4 **We are not liable for business losses.** We only supply the courses for domestic and private use in accordance with these terms. If you use the courses for any commercial, business or re-sale purpose we will have no liability to you for any 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 - www.prometheusmedical.co.uk/privacy-policy.
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 always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer, you may contact us to end the contract within 5 days of us telling you about it and we will refund you any payments you have made in advance for courses not provided.
- 15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your 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 shall have any rights to enforce any of its terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the course, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the course in the English courts. If you live in Scotland you can bring legal proceedings in respect of the course in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the course in either the Northern Irish or the English courts.