



MEDICAL TRAINING
SOLUTIONS

Terms and Conditions of Service

A Guide for Clients, Customers, and Staff





1. Interpretation

- 1.1. The following definitions and rules of interpretation apply in these conditions.

"Business Day"	A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
"Charges"	The charges payable by the Client for the supply of the Services in accordance with clause 6;
"Client"	The person or firm who purchases services from MTS;
"Client Default"	Has the meaning set out in clause 5.2;
"Commencement Date"	Has the meaning given in clause 2.2;
"Conditions"	These terms and conditions as amended from time to time in accordance with clause 11;
"Contract"	The contract between MTS and the Client for the supply of Services in accordance with these Conditions;
"Data Protection Legislation"	All applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time



to time which apply to a party relating to the use of personal data (including, without limitation, the privacy or electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

"Deliverables"

Any deliverables as set out in the Order produced by MTS for the Client and, if any, course materials as provided by MTS to the Client;

"Intellectual Property Rights"

Patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in training content and courses, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"MTS"

MEDICAL TRAINING SOLUTIONS LTD, a company registered in England and Wales with registered company number 11073734 and whose registered address is at Unit 1H, Snetterton Park, Harling Road, Snetterton, Norwich, NR16 2JU;



"MTS' Quotation"	A quotation for the supply of services in response to an enquiry from the Client;
"Open Session"	The provision of the Services where attendance at the training course is not restricted to employees, agents or representatives of one particular organisation;
"Order"	The Client's order for Services as set out in the Client's written acceptance of the MTS' Quotation or as set out in the Client's purchase (as the case may be);
"Services"	The provision of medical training services, including the Deliverables (if any) supplied by MTS to the Client as set out in the Specification;
"Specification"	The description or specification of the Services provided by MTS to the Client in MTS' Quotation;
"Instructor"	The appropriately medically qualified individual provided by MTS who will provide the training as required under the Services.

- 1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted and a reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 1.4. A reference to writing or written includes email.

2. Basis of Contract



- 2.1. The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when MTS issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date).
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 2.4. The provision of an MTS Quotation by MTS to the Client shall not constitute an offer and is only valid for a period of three Business Days from its date of issue.
- 2.5. Any samples, drawings, descriptive matter, or advertising issued by MTS, and any descriptions or illustrations contained in MTS' brochures, website, or any other marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3. Supply of Services

- 3.1. MTS shall use its reasonable endeavours to supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2. MTS shall use its reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. MTS reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and MTS shall notify the Client in any such event.



- 3.4. MTS warrants to the Client that the Services will be provided using reasonable care and skill.

4. Postponement of Training Services

- 4.1. From time to time a training session provided as part of the Services (Relevant Training Session) may have to be postponed due to either:
 - 4.1.1. Unforeseen circumstances affecting an Instructor's ability to attend the Relevant Training Session; or
 - 4.1.2. Where the Relevant Training Session is an Open Session, an insufficient number of attendees (in MTS opinion) are confirmed to attend.
- 4.2. In the unlikely event that a training session has to be postponed for the reasons as set out in clause 4:
 - 4.2.1. MTS shall use its reasonable endeavours to notify the Client as soon as reasonably practicable that the Relevant Training Session is to be postponed;
 - 4.2.2. The Client acknowledges and agrees that they shall not have the right to terminate the Contract;
 - 4.2.3. The parties will negotiate in good faith to agree an alternative date for the Relevant Training Session to take place; and
 - 4.2.4. MTS shall reduce the Charges payable by the Client in respect of the Relevant Training Session by 20%.
- 4.3. In the event that the parties are unable to agree an alternative date pursuant to clause 4.2.2 within 10 Business Days of the original date of the Relevant Training Session, the Relevant Training Session shall be deemed cancelled and no charge shall be payable by the Client in respect of it.



- 4.4. The provision of this clause 4.2.3 or clause 4.2.4 shall be the Client's sole remedies if an event as described in clause 4 occurs.

5. Client's Obligations

- 5.1. The Client shall:

5.1.1. Ensure that the terms of the Order and any information it provides to MTS in connection with the Services are complete and accurate;

5.1.2. Co-operate with MTS in all matters relating to the Services;

5.1.3. Provide MTS, its employees, agents, consultants and subcontractors (including Instructors), with access to the premises where the Services are to be delivered as reasonably required by MTS;

5.1.4. Provide MTS with such information and materials as MTS may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

5.1.5. Ensure that any premises where the Services are to be delivered:

5.1.5.1. Comply with all applicable laws, including health and safety laws (and provide such information as MTS may reasonably require to demonstrate compliance with applicable laws, including applicable health and safety policies and risk assessments);

5.1.5.2. Is clean and is conducive to learning including being of the correct size and having sufficient floor surface area, seating, writing surfaces, toilet facilities, ventilation, lighting, heating, access, exits and electrical supply (MTS will, at the Client's request, provide such guidance as the Client may reasonably



require in order to comply with the provisions of this clause 5.1.5.2);

- 5.1.6. Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 5.1.7. Comply with any additional obligations as may be set out in the Specification.
- 5.2. If MTS' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- 5.2.1. Without limiting or affecting any other right or remedy available to it, MTS shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays MTS' performance of any of its obligations;
 - 5.2.2. MTS shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from MTS' failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3. The Client shall reimburse MTS on written demand for any costs or losses sustained or incurred by MTS arising directly or indirectly from the Client Default which, for the avoidance of doubt, shall include any costs MTS incurs in respect of supplying an Instructor to undertake any party of the Services which, due to a Client Default, are unable to take place as at such times and/or at such locations as set out in the Specification.



6. Changes to Orders

- 6.1. MTS shall use its reasonable endeavours to accommodate changes to any Order as requested by the Client. However, MTS shall be under no obligation to accept any requested changes once the Contract has been formed pursuant to clause 2.1.

7. Charges and Payment

- 7.1. The Charges for the Services shall be as set out in the Order. For the avoidance of doubt, unless otherwise agreed in writing between the parties, the Client shall be liable to pay the full amount as set out in the Order irrespective of the number attendees at the relevant course provided as part of the Services.
- 7.2. MTS shall invoice the Client on completion of the Services.
- 7.3. The Client shall pay each invoice submitted by MTS:
 - 7.3.1. Within 10 Business Days of the date of the invoice; and
 - 7.3.2. In full and in cleared funds to a bank account nominated in writing by MTS, and time for payment shall be of the essence of the Contract.
- 7.4. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax (or any equivalent or replacement tax) chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by MTS to the Client, the Client shall, on receipt of a valid VAT invoice from MTS, pay to MTS such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5. If the Client fails to make a payment due to MTS under the Contract by the due date, then, without limiting MTS' remedies under clause 12, the Client shall pay interest on the overdue sum from the due date until



payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 7.6. All amounts payable by the Client to MTS under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual Property Rights

- 8.1. The Client acknowledges that all Intellectual Property Rights used in the Services remain the exclusive property of MTS (or, where applicable, the third party licensor from whom MTS derives the right to use them).
- 8.2. MTS grants to the Client a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (if any) for the purpose of receiving and using the Services and the Deliverables in its business, but for no other purpose.
- 8.3. The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 8.1.
- 8.4. The Client grants MTS a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to MTS for the term of the Contract for the purpose of providing the Services to the Client.

9. Data Protection

- 9.1. The parties agree at all times to comply with the provisions of MTS' Privacy Policy and with the Data Protection Legislation to the extent that it applies to the Contract.

10. Limitation of Liability



- 10.1. Nothing in the Contract shall limit or exclude MTS' liability for:
 - 10.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2. Fraud or fraudulent misrepresentation;
 - 10.1.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 10.1.4. Any matter in respect of which it would be unlawful for MTS to exclude or restrict liability.

- 10.2. Subject to clause [10.1](#), MTS shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 10.2.1. Loss of profits;
 - 10.2.2. Loss of sales or business;
 - 10.2.3. Loss of agreements or contracts;
 - 10.2.4. Loss of anticipated savings;
 - 10.2.5. Loss of use or corruption of software, data or information;
 - 10.2.6. Loss of damage to goodwill; and/or
 - 10.2.7. Any indirect or consequential loss.

- 10.3. Subject to clause [10.1](#) and [10.2](#), MTS' total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the price paid or payable for the Services in respect of the Order from which the loss arose.



- 10.4. Notwithstanding clause [10.1](#), the losses for which MTS assumes responsibility and which shall (subject to clause [10.2](#) and clause [10.3](#)) be recoverable by the Client include:
- 10.4.1. Sums paid by the Client to MTS pursuant to the Contract in respect Services not provided in accordance with the terms of the Contract;
- 10.4.2. Wasted expenditure;
- 10.4.3. Additional costs of procuring and implementing replacements for, or alternatives to, the Services which include consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials; and
- 10.4.4. Losses incurred by the Client arising out of or in fines, penalties, actions, investigations, or proceedings, made or commenced by regulators or competent authorities caused by the act or omission of MTS.
- 10.5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.6. This clause 10 shall survive termination of the Contract.

11. Termination

- 11.1. Without limiting its other rights or remedies, MTS may terminate this Contract with immediate effect by giving written notice to the Client if:
- 11.1.1. The Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so;



- 11.1.2. The Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.1.3. The Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 11.1.4. The Client's financial position deteriorates to such an extent that in MTS' opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 11.1.5. The Client fails to pay any amount due under the Contract on the due date for payment.
- 11.2. Without limiting its other rights or remedies, MTS may suspend supply of the Services under the Contract or any other contract between the Client and MTS if the Client becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.4, or MTS reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.
- 11.3. For the purposes of clause 11.1.1, material breach means a breach (including an anticipatory breach) that is serious in the widest effect on the benefit MTS would otherwise derive from a substantial portion of the Contract over the term of the Contract. In deciding whether any breach is material, due regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.



12. Consequences of Termination

- 12.1. On termination of the Contract for any reason the Client shall immediately pay to MTS all of MTS' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, MTS shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 12.2. Termination of the Contract shall not affect any rights and remedies of the parties that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 12.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. Force Majeure

- 13.1. Force Majeure Event means any circumstance not within a MTS' reasonable control including, without limitation:
 - 13.1.1. Acts of God, flood, drought, earthquake or other natural disaster;
 - 13.1.2. Epidemic or pandemic;
 - 13.1.3. Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 13.1.4. Nuclear, chemical or biological contamination or sonic boom;
 - 13.1.5. Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;



- 13.1.6. Collapse of buildings, fire, explosion or accident;
 - 13.1.7. Any labour or trade union, strikes, industrial action or lockouts;
 - 13.1.8. Non-performance by suppliers or subcontractors;
 - 13.1.9. Interruption or failure of utility service;
 - 13.1.10. Severe disruption to transport services; and
 - 13.1.11. Severe inclement weather.
- 13.2. If MTS is prevented, hindered, or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event MTS shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.3. If the Force Majeure Event prevents, hinders, or delays MTS's performance of its obligations for a continuous period of more than 10 Business Days, MTS may terminate the Contract by giving five Business Days' written notice to the Client.

14. Confidentiality

- 14.1. The Client undertakes that it shall not at any time disclose to any person any information of a confidential nature concerning the business, affairs, customer, clients, or suppliers of MTS (Confidential Information), except as permitted by clause 14.2.
- 14.2. The Client may MTS' Confidential Information:
- 14.2.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection



with the Contract (ensuring that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this clause 14.2); and

14.2.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3. The Client shall not use any of MTS' Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. General

15.1. Failure or delay by any party in exercising any right or remedy under the Contract will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

15.2. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.3. MTS may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

15.4. The Client may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of MTS.

15.5. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,



assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

- 15.6. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 15.7. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.8. Nothing in the Contract shall limit or exclude liability for fraud or fraudulent misrepresentation.
- 15.9. If there is an inconsistency between any of the provisions of the Contract and the provisions of the Order, the provisions of the Contract shall prevail.
- 15.10. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.11. No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 15.12. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Notices

16.1. All notices or other communications given in connection with the Contract will be in writing and will be given, and will be deemed received:

16.1.1. By first-class post: two Business Days after posting;



- 16.1.2. By airmail: seven Business Days after posting;
 - 16.1.3. By hand: on delivery at the relevant address; and
 - 16.1.4. By email: on the Business Day following transmission, and if given, or deemed given, at a time or on a date which is not a Business Day, it will be deemed to have been given on the next Business Day.
- 16.2. Notices will be sent to MTS and the Client at the addresses set out in the Order.
- 16.3. Any party may change the address to which such notices to it are to be delivered by giving not less than five Business Days' notice to the other party.
- 16.4. This clause 16 does not apply to the service of any proceedings or other documents in any legal action.

17. Dispute Resolution

- 17.1. If a dispute arises out of or in connection with the Contract or the performance, validity, or enforceability of it (Dispute) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute.
- 17.2. If the parties are, for any reason, unable to resolve the Dispute within 10 Business Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 20 Business Days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR Notice) to the other party to the Dispute, referring the dispute to mediation. A



copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 30 Business Days after the date of the ADR Notice.

18. Governing Law and Jurisdiction

- 18.1. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

How We Keep These Terms Up to Date

We will review and update these terms from time to time. This may be to reflect a change in the goods or services we offer or to our internal procedures or it may be to reflect a change in the law.

The easiest way to check for updates is by looking for the latest version of this policy on our website (www.mtscourses.co.uk) or you can contact us to ask us to send you the latest version of our terms and conditions.

Each time we update our terms we will update the version number shown at the end of the document and the date on which that version of those terms came into force.

Print name: Harrison Young

Version: V2

Position: Managing Director

Dated: 5th April 2022

Signature: 

Next review: 5th April 2023