



MEDICAL TRAINING
SOLUTIONS

Cancellation and Refund Policy

A Guide for Candidates and Organisations



Section A – Individual Candidates

Introduction

At Medical Training Solutions (MTS), we understand that circumstances can change. This section sets out your rights and our obligations regarding course cancellations, transfers, and refunds for self-funded learners booking directly with us.

Cancellations Within 4 Weeks of a Course

Cancellations made within **4 weeks (28 days)** of the scheduled course date are **non-refundable**. At this stage, MTS has already committed resources, secured faculty, and allocated places that cannot be resold at short notice.

Cancellations Made More Than 4 Weeks Before a Course

If you cancel more than 4 weeks before the course date, refunds are handled as follows:

- **Full Refund** – You are entitled to a full refund if you cancel before onboarding has begun (for example, where no registration fees have been paid and no course materials have been dispatched).
- **Partial Refund** – If onboarding has started, any non-recoverable costs we have incurred will be deducted. This includes costs of course materials or Awarding Organisation (AO) registrations that cannot be reused.

For RCUK/ALSG courses, once a candidate registration has been purchased, it cannot be transferred or refunded under AO rules.

For all other courses, unused registrations can be reassigned to another candidate, and such costs will be refunded accordingly.

Transfer to Another Course



At our discretion, MTS may permit you to transfer to another course. Transfers are subject to availability and will incur an **administration fee of £49.00 +VAT**. Transfers cannot be guaranteed and are only possible where suitable spaces exist.

Non-Attendance

If you fail to attend a booked course without prior written notice, no refund will be issued and transfers will not be permitted.

Our Right to Cancel or Reschedule

In the unlikely event that MTS cancels or reschedules a course, you will be offered either:

- A **full refund**, or
- A **transfer to an alternative course** at no additional cost.

MTS shall not be liable for consequential losses such as travel or accommodation costs resulting from such changes.

Section B – Businesses and Organisations

Introduction

This section applies to all bookings made by organisations, businesses, or other entities on behalf of one or more delegates. By confirming a booking, the client organisation (“the Client”) agrees to the terms of this policy. Self-funded individuals are covered under Section A (B2C).

Definitions

- **Client / Organisation / Business:** Any company, institution, partnership, public body, or sole trader that books or pays for training on behalf of others, or requests an invoice or purchase order in a business name.
- **Delegate:** Any individual attending a course booked by a Client.
- **Onboarding:** Any preparatory action undertaken by MTS prior to course delivery, including but not limited to instructor allocation, venue booking, delegate registration, creation of learner accounts, purchase of AO registrations, or dispatch of course materials.
- **Course Date:** The first scheduled date of training as confirmed by MTS.

Booking Confirmation

A booking shall be deemed confirmed, and a binding contract formed, upon receipt of any of the following:

- A **valid Purchase Order (PO)** issued by the Client specifically referencing the agreed training course;
- A **signed booking agreement or contract** confirming the course details, dates, and fees; or



- **Written confirmation (including by email)** from the Client accepting the course dates, fees, and terms, thereby confirming that the booking is secured.

Cancellation by the Client

All cancellation requests must be submitted **in writing to cancellations@mtscourses.co.uk** or, where applicable, to the Client's designated Account Manager.

Where onboarding has **not commenced**, the following cancellation charges apply based on notice received before the scheduled course start date:

Notice Period (before course start date)	Refund/Charge
More than 60 days	80% refund (20% retained)
31-60 days	50% refund (50% retained)
15-30 days	10% refund (90% retained)
14 days or less	No refund (100% charged)

Once **onboarding has commenced**, the booking becomes **strictly non-refundable**, regardless of notice period.

MTS reserves the right to recover all non-refundable costs incurred, including AO fees, venue hire, and faculty allocations.

Rescheduling

The Client may request to reschedule a confirmed course **once**, free of charge, provided that:

- Written notice is received **more than 30 days** before the course start date, and
- Onboarding has not yet commenced.

Rescheduling requests made **within 30 days** of the course start date, or **after onboarding**, will be treated as a **cancellation and rebooking**, and the applicable cancellation fees will apply.

MTS reserves the right to refuse rescheduling requests that would cause unreasonable operational disruption.

Substitutions

The Client may nominate substitute delegates at no additional cost, provided that written notice is received at least **72 hours before the course start date**.

Substitution requests received after this time may not be accepted due to **Awarding Organisation registration deadlines** and mandatory **pre-course preparation requirements**.

Where substitution is not possible, the booking for the original delegate will be treated as a **non-attendance**.

Non-Attendance

Failure of any delegate or group to attend a scheduled course without prior written notice will result in the **full course fee** being charged. No refund, credit, or transfer will be issued in such cases.

Payment Terms and Late Payment

Unless otherwise agreed in writing, all invoices are due for payment within **30 days of the invoice date**.

Where payment is not received by the due date, Medical Training Solutions Ltd ("MTS") reserves the right to charge interest on the overdue amount at a rate of **4% per annum above the Bank of England base rate**, accruing daily until payment is made in full.

This contractual right to interest is without prejudice to MTS's statutory rights under the **Late Payment of Commercial Debts (Interest) Act 1998** and the **Late Payment of Commercial Debts Regulations 2013**, which entitle MTS to:

- Claim **statutory interest at 8% above the Bank of England base rate**, and/or
- Recover a **fixed compensation sum** for each overdue invoice (£40, £70, or £100 depending on the invoice value), and
- Recover **reasonable debt-recovery costs** where these exceed the fixed compensation sum.

In accordance with **Regulation 113 of the Public Contracts Regulations 2015** and the **UK Government Prompt Payment Policy**, all public-sector bodies — including NHS organisations, Police Forces, Fire and Rescue Services, and Local Authorities — are legally required to pay valid and undisputed invoices within 30 calendar days of receipt. Medical Training Solutions Ltd ("MTS") expects full compliance with these statutory obligations and will enforce them where necessary.

Where payment is not received within this statutory timeframe and no formal dispute has been raised, MTS reserves the right to apply statutory interest and fixed-sum compensation as outlined above. This ensures fairness and consistency with UK commercial and public-sector payment standards while safeguarding MTS's legal entitlement to prompt payment for services delivered.

Cancellation or Rescheduling by Medical Training Solutions

If MTS cancels or reschedules a course, the Client will be offered either:

- A full refund, or
- A transfer to an alternative course date at no additional cost.

MTS shall not be liable for any indirect or consequential losses, including travel, accommodation, or administrative expenses. MTS's total liability shall not exceed the course fee paid.

Force Majeure

MTS shall not be liable for any failure or delay in performing its obligations under this policy where such failure or delay results from events genuinely beyond its reasonable control, including—but not limited to—acts of God, natural disasters, extreme weather, war, terrorism, civil unrest, epidemic or pandemic, or government-imposed restrictions that make delivery of the course impossible.

For the avoidance of doubt, financial constraints, withdrawal or reduction of funding, changes in government or internal spending priorities, internal operational pressures, staff shortages, redeployment of personnel, policy decisions, scheduling conflicts, or other administrative matters **shall not** constitute Force Majeure events and shall not release the Client from its payment or cancellation obligations.

Where a Force Majeure event occurs, MTS shall notify the Client in writing as soon as reasonably practicable and both parties shall use all reasonable endeavours to reschedule the affected course.

Entire Agreement

This policy, together with the booking confirmation or agreement, constitutes the **entire agreement** between the parties. No other terms, representations, or warranties shall apply unless expressly agreed in writing by a director of MTS.

Variation

No variation to these terms shall be valid unless agreed in writing and signed by an authorised representative of MTS.

Section C – General Terms (Applicable to All Bookings)

Limitation of Liability

MTS's total aggregate liability under this policy, whether in contract, tort, or otherwise, shall not exceed the total course fee paid by the candidate or client. MTS shall not be liable for indirect or consequential loss, loss of profits, or loss of opportunity.

Force Majeure (General Application)

For the purposes of all bookings, including those made by individual candidates, the definition and provisions of **Force Majeure** set out in **Section B (Organisations and Group Bookings)** shall apply in full.

In summary, neither party shall be liable for any failure or delay in performing its obligations under this policy where such failure or delay results from events beyond that party's reasonable control. For clarity, **financial constraints, internal operational pressures, changes in staffing, or funding reductions** shall not constitute Force Majeure events.

Governing Law and Jurisdiction

This policy and all related contracts shall be governed by and construed in accordance with the **laws of England and Wales**. The parties agree to submit to the **exclusive jurisdiction of the courts of England and Wales**.

Monitoring and Review

We will monitor all feedback we receive in relation to the issues affected by these terms and will make amendments as necessary.

We will also make amendments following new regulatory information, legislative changes, and industry updates.

This policy will be reviewed annually.

Print name: Harrison Young

Version: V2

Position: Managing Director

Dated: 10/03/2025

Signature: 

Next review: 10/03/2026

Further Information

At Medical Training Solutions we are dedicated to supporting you on your road to success. If you have any questions, queries, or issues relating to these terms please contact us.

To request a copy of this document in a different language please email info@mtscourses.co.uk

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