



# TERMS & CONDITIONS

## **To our valued customers and community members.**

The Medics Lodge ([www.medicsslodge.com](http://www.medicsslodge.com)) is the trading name for Medics Lodge Ltd, registered company in the UK, company number: 11833310 - This terms and conditions policy will explain your individual and organisational agreement and rights should a cancellation or change of position on a training course arise.

### **Definitions:**

*In these Conditions the following expressions shall have the following meanings:*

1.1 "The Medics Lodge" means Medics Lodge Ltd.

1.2 The "Client" means the person, company or other legal entity identified as providing a request to The Medics Lodge to supply Services.

1.3 "Services" means the goods or services to be provided by The Medics Lodge to the Client under the terms of the contract and "Services" shall be construed accordingly.

### **'Confirmation Date' means the date when all the following apply:**

2.1 A request to supply Services has been received from the Client by The Medics Lodge.



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2.2 The Medics Lodge has confirmed to the Client that the course or other services requested are available and the price is correct.

2.3 Payment has been received, or alternative payment method agreed.

3.1 Contract” means the contract between The Medics Lodge and the Client under which the Services are to be supplied by The Medics Lodge to the Client.

4.1 “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

## **Scope:**

5.1 Unless otherwise agreed by The Medics Lodge in writing prior to agreement by the Client to these Terms and Conditions, the Client agrees that the provisions of these Terms and Conditions shall constitute all of the provisions relating to the Services to be provided to the Client by The Medics Lodge. No other terms and conditions shall be accepted.

## **Pricing:**

6.1 The price payable for the Services shall be the list price of The Medics Lodge at the Confirmation Date unless otherwise stated.

6.2 The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.



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## **Terms of payment:**

7.1 Where the Services relate to the provision of a training course, payment by credit card, debit card or bank transfer is required no later than 28 days before the course start date.

7.2 Special arrangements may be separately agreed in the case of late bookings.

7.3 Where Services involve other services or bolt-ons, payment is required 5 Working Days prior to delivery or as otherwise agreed in writing.

7.4 The Medics Lodge is entitled to charge late payment recovery compensation as specified in the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations (2013) and reasonable cost reimbursement. Interest at 8% plus the Bank of England base rate per Month or part thereof on overdue payments is also chargeable.

7.5 Where an agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

7.6 Payments for courses can be split over the course of a two month period with no added interest. This agreement must be discussed with The Medics Lodge prior to booking the course of which a individual contract will be drawn up between the client and The Medics Lodge.

7.7 No certification will be issued until payment for the course has cleared.



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## **Training providers:**

8.1 The contents of course schedules are intended for general guidance only and do not form any part of a contract. The Medics Lodge reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses. We will provide as much notice as possible.

8.2 The indication of course availability and location shown on The Medics Lodge website is for general guidance and does not form any part of a contract. Please await your joining instructions from The Medics Lodge before making any travel or accommodation arrangements as The Medics Lodge will not be liable for any action that you may take in reliance on the information.

8.3 It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

8.4 The Medics Lodge will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

8.5 Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.



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## **Course Duration:**

9.1 Course durations for classroom events and access periods for eLearning products are clearly stated on the website. However they are not concrete.

## **Cancellation, Transfers and Substitutions with respect to Training Courses:**

10.1 The Medics Lodge reserves the right to cancel or arrange an alternative date for a course. In such circumstances, The Medics Lodge will endeavour to provide notice of cancellation or change to the Client. In the event of a cancellation, the Client will be entitled to a full refund of the course fee, but The Medics Lodge shall not be liable for any other loss or expense arising.

10.2 The Client may cancel the course booking by notifying The Medics Lodge in writing by acknowledged email or by recorded delivery as soon as reasonably practicable.

10.3 The Client may due to circumstances out of their control require adjusting course dates. This however is down to the availability of The Medics Lodge and we will always consider requests with notice. The Client should understand that The Medics Lodge are not under any circumstances legally bound to make alternative date changes.

10.4 The Client shall also be deemed to have cancelled the course if a delegate does not attend the event and be subject to a cancellation fee of 100% of the course costs if cancelled within 28 days of the course start date.





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10.5 In the event that the delegate is unable to attend the course booked The Medics Lodge will endeavour to transfer the delegate to an alternative course. If this is requested 28 or more Working Days from the start date of the original course, then the only charges applicable will be an administration fee of £50 plus any difference in the course price. If a transfer is requested within 26 Working Days, then a administration fee of 25% of the course cost shall be payable unless communicated with The Medics Lodge.

10.6 The Medics Lodge will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the prerequisites for the course. In the event of a substitution, the Client shall pay an administration fee of £30 plus any unavoidable costs relating to the change.

10.7 For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included and upon course materials and access to E-Learning being provided to the Client 100% of the Course Fee is payable in the event of any cancellation.

10.8 For clients who book onto an 'open course' with The Medics Lodge 25% of their course cost is non-refundable. Unless communicated with The Medics Lodge. That 25% goes instantly towards client registration, consumables and insurances.

10.9 If a student is referred from a course The Medics Lodge can charge an additional administration fee for repeated examinations and assessments.



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## **Liability:**

11.1 The Medics Lodge's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

11.2 The Medics Lodge shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

11.3 The Medics Lodge will not be liable for any accidental injury, illness or death unless caused by The Medics Lodge. It is the clients responsibility to ensure they're in good health and physically fit to undertake mild physical activity.

## **Forced Majeure:**

12.1 The Medics Lodge shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

12.2 If The Medics Lodge is unable to perform its duties and obligations under this contract as a direct result of one or more such causes Focus shall give written notice to the Client of such inability stating the cause in question.



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## **Data Protection and Confidentiality:**

13.1 The policy of The Medics Lodge with respect to data protection is detailed in these terms and conditions, and its privacy notice which should be read in conjunction with these terms and conditions of the contract.

13.2 Where Services are certified training courses, the Client consents to allow The Medics Lodge full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist The Medics Lodge in providing advice to its clients.

13.3 All Intellectual Property associated with training courses shall remain vested in the owner be it The Medics Lodge or others.

13.4 Intellectual Property which is identified as, or can reasonably be deemed to be confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of The Medics Lodge. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

13.5 Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify The Medics Lodge against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.





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## **Slavery and Human Trafficking Statement:**

14.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

14.2 We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing procedures to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

14.3 We are committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains. Our commitment is to act ethically and with integrity in all our business relationships and to implement and enforce effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

14.4 We have zero tolerance to slavery and human trafficking. We expect the same high standards from all of our contractors, suppliers and other business partners and we expect our suppliers to hold their own suppliers to the same high standards.



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## General:

15.1 Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by The Medics Lodge or its Training Providers shall be subject to correction without any liability on the part of The Medics Lodge.

15.2 No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of The Medics Lodge.

15.3 The Medics Lodge may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

15.4 These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.5 All parties (including The Medics Lodge, the Client and the Training Provider) shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf.

**PJ Mcleod**  
Managing Director



**PROUDLY  
SUPPORTING  
THOSE WHO  
SERVE.**