



Company No. 15576071
VAT No. 395115291

MJ Training East Ltd
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Email: info@mjtrainme.co.uk
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MJ Training East Ltd - Terms & Conditions

Terms and Conditions for the booking and provision of services provided by MJ Training East Ltd.

This document sets out the terms and conditions under which we provide our **Services** listed on our website www.mjtrainme.co.uk . Please read these terms and conditions carefully before booking any of our **Services**. You should understand that when you book any **Services**, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

Definitions-

“**MJTE**” means MJ Training East Ltd. MJTE is used to define the company, our trading names and/or an representative of MJ Training East Ltd.

Registered addresses –

Training Centre, 1 Commercial Road, Lowestoft, Suffolk. NR32 2TD

Office / Postal Address: 6 Peddars Court, Peddars Way, Lowestoft, Suffolk. NR32 4TU.

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“**Client/s**” means the individual, company or organisation placing an order for training course(s), room hire, event cover or other services, including any individual using MJTE services on behalf of those placing an order, with MJTE in accordance with these terms and conditions.

“**Services**” means services provided, including, training course(s), room hire, event cover or other services provided, or any persons representing MJTE i.e., presentations, checking of first aid kits.

1.0 Services provided

- 1.1 Any **Services** provided by **MJTE** are provided under these terms and conditions. **MJTE** shall provide the **Services** to the **Client** in accordance with the description given on our Website/Booking forms, or specifically agreed with the **Client** at the time of booking.
- 1.2 No booking will be deemed accepted by **MJTE**, until a completed booking form is received or **MJTE** has confirmed the booking by email to the **Client**.

- 1.3 **MJTE** reserve the right to postpone or cancel any pre-advertised open course, booked course(s) to be delivered at our Training Centre, or booked course(s) to be delivered at a **Client's** venue, room hire or event cover, (**Services**) if necessary.

Specifically, due to events outside of our control, including but not limited to - unforeseen illness, strikes, lockouts, lock downs, industrial disputes, breakdown of systems or network access, flood, fire, pandemics, explosion or accident, severe weather on the day, or expected and where the general advice is not to travel unless absolutely necessary, attendees not turning up or not turning up on time, (therefore not allowing enough attendees and or contact hours as deemed necessary to deliver effective training.)

- 1.3.1 As much notice as possible will be given and the **Client** will be given the opportunity to –

In the event of services cancelled up to 24hours before the scheduled start time.

Book onto another appropriate open course we have scheduled, at no extra charge or reschedule their course to a suitable time for both **MJTE** and the **Client**. If **MJTE** cannot accommodate another appropriate course date, a full refund will be given within 60 days of cancellation notice*.

- 1.3.2 If **MJTE** have to cancel a course(s) booked to be delivered at a client's venue or our Training Centre, because a trainer is unable to undertake the training course due to events outside of our control, **MJTE** will, if possible, provide a replacement trainer, of the same calibre at their cost, keeping the **Client** fully informed of the arrangements. If a replacement trainer cannot be found and or a course cannot be rescheduled **MJTE** will give a full refund for the course cost within 60 days of cancellation notice*.

- 1.3.3 In the event that **MJTE** need to cancel room hire or event cover and it is not possible to reschedule a full refund will be given within 60 days of cancellation notice.

- 1.3.4 If the event of any of the above, arrangements made are not satisfactory to the **Client** or in the event that any **Services** supplied by **MJTE** need to be cancelled on the day, due to events outside of our control, **MJTE** will not be responsible for covering the costs of providing alternative cover from another company.

MJTE cannot be held responsible for any additional costs incurred by the **Client** due to any cancellation.

(*) **MJTE** will not refund course costs, if the cancellation of a **Service**, course or event on the day, is fully or partially due to the **Client/s** attendees not attending. No refund will be given even if some of a **Client's** attendees turn up on time, or late, but the expected number from that **Client**, booked onto the course do not attend at all, or arrive to late, therefore leaving the course with not enough attendees to run the course effectively and or not enough contact hours as deemed necessary to deliver effective training.

On Open Courses with multiple **Client's** attending, if all of a **Client's** attendees turn up on time, but the course has to be cancelled due to another **Client**, or **Client's** attendees, not arriving on the day, then **MJTE** will, if possible, at no extra charge reschedule their attendees onto another course at a suitable time for both **MJTE** and the **Client**. There will be no refund or rescheduled places for the **Client/s** who attendees did not turn up on the day and resulting in the course being cancelled,

1.3.4 Cont:

including no refund or rescheduled places for the same **Client's** attendees who did arrive and or arrived late.

- 1.4 **MJTE** reserves the right to refuse or restrict anyone from attending its training course(s) both at our venue and on a **Client's** site or attending a third parties' event at our venue if deemed necessary, for the health, safety and welfare of **MJTE** staff and attendees.
- 1.5 **MJTE** will at any time terminate their agreement with the **Client/s** without notice and without refund, if the **Client** or any representative of the **Client**, displays any inappropriate behaviour, and/or verbally or physically abusive to **MJTE** staff or any other individual. All cases will be reported to the relevant authorities.
- 1.6 **MJTE** may at any time terminate their agreement with the **Client/s** without notice and without refund, if the **Client/s** or any representative of the **Client**, deliberately damages or destroys equipment or property belonging to **MJTE**. All cases will be reported to the relevant authorities.
- 1.7 **MJTE** may at any time terminate their agreement with the **Client** by giving written notice via email in the first instance, if the **Client** commits any Breach of our Terms and Conditions.
- 1.8 The **Client** accepts that when making a booking for a course that the learner's will be required to abide by our '*Learner Agreement*' (a copy of which will be supplied to the learners at the beginning of a course and can be obtained in advance on request.) The **Client** will also need to be aware of our '*Privacy Policy*' and accept the terms of that.

2.0 Additional Charges and Cancellation Fee's

- 2.1 All prices are correct at the time of going to print but may be subject to change without giving any written notice by **MJTE**.
- 2.2 **MJTE** will invoice the **Client** in respect of **Services** requested, upon receipt of a booking form or in suitable time to make payment, if the booking was made significantly in advance of the course date. **MJTE** reserve the right to charge a 10% non-returnable deposit to be paid when a booking is taken, to secure that date for the **Client**.
- 2.3 The price of any **Services** delivered by **MJTE** will be the price listed on our official website, or as agreed at the time of booking. The **Client** is required to pay the agreed sum to **MJTE** for provision of **Services**, at least 14 days prior to the **Service** start date. In the event of late bookings, the payment date will be stated on the Booking Form. Full payment is due prior to the commencement of the **Service**, unless special terms have been agreed.

In the event of payment not being made as above, **MJTE** cannot guarantee that the places or date for a course will be kept available for the client. **MJTE** reserve the right to cancel the places / group booking and will advise the **Client** by email. With regards to training / courses delivered and payment not received as above, certificates will be withheld until full payment is received. With regards to any **Services** we provide, future bookings/services may not be provided until full payment is received.

2.4 **Late payment charges** – in respect of late payments we will exercise our right to claim interest at a rate of 5% per day, (or part of), calculated on the full invoice total and charge the **Client** for any debt recovery costs incurred under the late payment legislation. If we are not paid in accordance with our agreed credit terms, as above. We reserve the right to charge a one-off administration fee of £25 which will be charged on ‘first request of payment’, if settlement is not received within 5 working days of that request, a ‘second request for payment’ will then include daily interest from the date the invoice was first due and interest will be added daily from then until paid in full. All overdue payments will be handed to our debt collector to follow up and file with the courts.

2.5 **Cancellation charges** - Should circumstances mean that you have to cancel any or our **Services**, the following charges will apply:

More than two calendar weeks prior to the booked date – 10% deposit if charged will be retained

Fourteen to eight calendar days prior to the booked date – 50% of the fee

Seven calendar days or less prior to booked date – 100% of the fee

In respect of event cover, cancellation less than two calendar weeks prior to the event date, 100% of the fee will be due. (Unfortunately, our event staff are unlikely to be able to secure other work in that time and therefore we believe they should receive full payment for loss of potential earnings.)

Any notification for cancellations must be made by email to **MJTE** and the **Client** must have received a confirmation email from **MJTE** to confirm that we have received the cancellation notice, or the above charges will apply.

At **MJTE**'s discretion and in exceptional circumstances only, we reserve the right to transfer a place or places on an open course, (this will then be for a named person/s only), reschedule a course, or room booking, on one occasion only per booking. Further postponement of an already postponed place, places, room hire or booked course at the client's venue or at our Training Centre, will be treated as a cancellation and will be subject to a cancellation fee of 100% regardless of the amount of notice given by the **Client**.

2.6 **Charges due to failure to attend & late arrivals** - In the event of a training course, if the course has not started another attendee can attend in the place of a planned attendee at no extra charge.

If an attendee is unable to complete a course for exceptional reasons, i.e., illness, injury or compassionate grounds, **MJTE** at their discretion can offer the attendee an opportunity to complete the course at a later date or will award a certificate of attendance instead for the subjects covered. **MJTE** have no obligation however to offer an alternative, or refund, for all or part of the course cost.

If an attendee is late - **MJTE** reserve the right to refuse entry to the course on the grounds that their late arrival could adversely affect the ability of the rest of the group to complete the course and or the attendee will not satisfy the required contact time with the trainer to complete the course. Attendees will be expected to arrive for any planned course 10 minutes before the course start time and generally any attendee arriving more than 15 minutes after the course start time, will be unable to attend and no refund or rescheduling of their place will be possible.

2.6 Charges due to failure to attend & late arrivals Cont:

MJTE expect all attendees to check in advance their travel arrangements, take into account travel time, possible delays and time it will take to park. All of which is covered in our comprehensive joining instructions for which the **Client** is responsible for passing onto ALL attendees in advance.
(Also refer to section 1.3 Cancellation of Services provided)

2.7 **Potential Additional charges** - The **Client** will be invoiced for any repair and/or replacement costs of any equipment and/or property of **MJTE** (including but not limited to Manikins and parts, fixtures and fittings) if they become damaged because of miss-use and/or negligence of attendees on training courses at a **Clients** site, when using our Training Centre, at 1 Commercial Road or any other agreed venue.

MJTE reserves the right to invoice the client for any repairs and/or replacement costs of any equipment and/or property of **MJTE** (including but not limited to Gazebos, Tents and Medical Equipment) if they become damaged because of miss-use and/or negligence of attendees of events at a **Clients** site.

3.0 Expenses

3.1 Where the trainer is required to travel to a venue and the distance exceeds 50 miles total journey, **MJTE** reserve the right to charge the **Client** at a rate of 0.45p per mile for total mileage excluding the first 50 miles, (agreed at the time of booking) and added to the **Client's** invoice.

3.2 Other out of pocket expenses including overnight accommodation, parking, provision of consumables i.e., wipes, manikin parts, books, handouts, photocopying may be charged to the **Client** if discussed, agreed and confirmed in writing at the time of booking.

3.3 If a **MJTE** trainer / staff member needs to drive more than 2 hours each way to a **Client's** site, or if the **Client** requires the course at an earlier or later time than our normal course hours, **MJTE** reserve the right to charge an additional fee to cover overnight stays and subsistence. This will be agreed with the **Client** at the time of booking.

4.0 Liability

4.1 Except in respect of death or personal injury resulting from our negligence, we shall not be liable, in Contract, tort (including negligence), or otherwise for:

4.1.1 Any loss of profit, business, contracts, revenues, or anticipated savings; or

4.1.2 Any special, indirect, or consequential damages of any nature whatsoever, resulting from any act or omission on our part or any other person authorised by us.

4.2 Nothing in this agreement excludes or limits our liability for:

4.2.1 Death or personal injury caused by our negligence.

- 4.2.2 Fraud or Fraudulent misrepresentation.
- 4.2.3 Any deliberate breaches of these terms and conditions that would entitle you to terminate the contract; or
- 4.2.4 Any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

- 4.3 For the avoidance of doubt, any (CPR) resuscitation (successful or otherwise) carried out by the **Client** or third party, is carried out entirely at their own risk. We accept no liability for any special, direct, indirect, consequential damages of any nature whatsoever resulting from any actual or attempted resuscitation.
- 4.4 MJTE can not take any responsibility for a skill fade with regards to a first aiders / responders' competency. Our trainers will pass or refer a course attendee at the time of their assessment on their ability at the time. It is the individual's and employers' responsibility to ensure they remain competent at all times.

5 On-Site Training Courses and Event Cover

- 5.1 The **Client** is responsible for providing adequate facilities for on-site training courses and events. Should facilities not meet requirements (for example, with regards to Health, Safety and Welfare); **MJTE** reserves the right to terminate the training course or event cover at full charge to the **Client**.
- 5.2 **MJTE** reserves the right to request the **Client** makes arrangements to assist our trainers / staff with the unloading and loading of equipment, especially First Aid training equipment, when training is at the **Clients** site. Especially when parking is not close to the intended venue or stairs, floor surfaces, excessive distance is required to access the allocated training area.

6 Data Protection

- 6.1 You consent to the computer storage and processing of your business and personal data of both **Clients** and attendees by us, in connection with this agreement and to the transmission of this data across **MJTE** and its business partners for the purpose of our legitimate interests, including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures. All personal data is kept in accordance with the GDPR regulations and a full copy of our '*Privacy Policy*' can be found on our website.

7 Intellectual Property Rights

- 7.1 All Intellectual property rights arising in or arising out of or in connection with our services shall be owned by **MJTE**.
- 7.1.1 All training and course materials are the exclusive property of **MJTE**.

8 The Law

8.1 These terms and conditions and all the other expressed terms of the contract shall be governed and constructed in accordance with the Laws of England and Wales.