

DMWS Training Terms and Conditions of Contract

The following terms and conditions apply to all orders for the purchase of training services from DMWS.

If you have any questions relating to these terms and conditions, please contact us on 01264 774000 or trgadmin@dmws.org.uk

We advise you to print and keep a copy of these terms and conditions for your records. These terms and conditions do not affect your statutory rights.

Definitions

“Personal data” shall have the meaning set out in the Data Protection Act 1998;

“Service(s)” means the training offered by DMWS;

“We/us” means the Defence Medical Welfare Service;

“Website” means www.dmws.org.uk or any subsequent URL which may replace it; and

“You” means the purchaser of services from DMWS;

“The booker” means the person making a group or corporate booking, with whom DMWS will communicate regarding the training;

“Delegate” means the person attending the training course.

We reserve the right to cancel or reschedule any of our courses. Where it is necessary to cancel or reschedule any courses, you will be informed at the first available opportunity and delegates will be rescheduled as a priority to the next available course(s).

Payment

Full payment is required prior to the course start date. We reserve the right to withhold certificates until full payment has been cleared. Individual consumers are required to make payment at the time of booking if booking via the website or upon receipt of an invoice, if an application form has been completed and emailed to the Training Co-ordinator.

Cancellations

Cancellations can be received either by phone (01264 774000) or email: trgadmin@dmws.org.uk

Cancellations by individuals

If you are booking as an individual, you have 7 calendar days in which to cancel your booking from the date it was made. If your course is due to start within this 7 calendar day period we will only provide a refund in exceptional circumstances, and may require evidence of same. We may, at our discretion, provide a credit to enable you to attend a future course.

Cancellations of group/corporate bookings

Corporate bookings that are cancelled less than 10 working days before the due start date of the course may be charged at the full rate, although we will always endeavour to reschedule to a mutually acceptable date.

Course timing and joining instructions

Good time keeping throughout the course is essential. Joining instructions are issued at the time of booking the course, which includes information regarding the start time of the course. In the case of group bookings, course information will be issued to the booker to communicate to delegates.

If the joining instructions are not received, contact us by phone (01264 774000) or email: trgadmin@dmws.org.uk to arrange for them to be re-sent.

Failure to attend the course due to not receiving joining instructions will result in the full cost of the course being charged. It is the responsibility of the booker to ensure that the delegate is fully briefed and made aware of these instructions and all course requirements before attending the course.

Attendance

Delegates must attend and complete all aspects of the course to qualify for certification. The full cost of the course will be charged for delegate(s) who arrive late or are absent from all or part of the course.

Meeting the needs of delegates

We have an Equal Opportunities Policy. To enable us to ensure that all customers are treated fairly and their requirements are fully met, you must advise us in advance of any special requirements that your delegate(s) need in order to enable them to participate fully in the training.

Please note that we do not provide any specialist equipment and/or personnel such as signers or translators; however, these can be sourced at your own cost.

Limitation of liability

Except in respect of death or personal injury caused by our negligence, we shall not be liable by reason of any representation (unless fraudulent) or implied warranty condition or other term, or any duty at common law or under the express terms of this agreement, for any loss of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation. Our entire liability to you under or in connection with this agreement and the provision of the training shall not exceed the sum of the contract value.

GDPR/DPA 2018

Non-sensitive personal data collected will be used for the purpose of delegate(s) and course administration and may be disclosed to appropriate bodies/organisations where this is necessary for the administration of the course. Data will not be passed on to any third party without your specific consent.

We take appropriate physical, electronic and managerial measures to ensure that we keep your information secure, accurate and up to date, and that we only keep it in accordance with the GDPR & DPA 2018.

Intellectual Property and Copyright

The course materials are copyright, and may not be reproduced without the permission of the copyright holder.

Governing Law

These terms and conditions and all matters connected with any order you place shall be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the jurisdiction of the courts of England and Wales.