

Terms & Conditions

Definitions in these Terms and Conditions

The client means any person, firm, company or other legal entity which places an order or buys any products or services from the company and includes the employees, servants, agents or sub-contractors of any such person, firm company or other legal entity.

Service means any course offered by Pontoon Bridge Ltd trading as NR Medical Training. Company Number 12703735.

Statutory Interest means statutory interest for the Late Payment of Commercial Debts (Interest) Act 1998.

The booking means the booking for the provision of the service.

Booking Conditions

NR Medical Training shall provide the service to the client at the chosen venue of the client subject to these conditions. Any changes or additions to the service or these conditions must be agreed in writing by NR Medical Training and the client.

The client shall at its own expense supply NR Medical Training with all necessary information, documents or other materials within sufficient time to enable NR Medical Training to provide the service in accordance with the booking. The client shall ensure the accuracy of all information, documents or material supplied.

The specified service shall be provided in accordance with NR Medical Training's current brochure or other published literature and these terms and conditions.

NR Medical Training may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the service without any liability to the client

NR Medical Training may at any time without notifying the client make any changes to the service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the service.

NR Medical charge an added fee when customers choose to book a course at a dedicated training venue. This is to cover the costs of booking training facilities. There is no additional charge when booking a course that will take place at the customers own venue.

Venue Suitability

When a customer books a course and chooses to use their own venue it is the customers responsibility to ensure the venue is suitable. The customer should also ensure that there are adequate risk assessments and insurance in place to ensure the safety and well being of NR Medical Training Staff and learners. Any venue should be;

- An appropriate size to accommodate the number of learners
- Seating to be provided for Learners and Tutors
- Power must be available in order to use AV equipment
- Adequate heating and or ventilation
- Adequate space for practical activities
- Adequate toilet facilities

This is not an exhaustive list. If a customer has any doubt as to the suitability of their venue they should contact NR Medical Training to discuss this.

If a training venue is deemed to be unsuitable or unsafe NR Medical Training reserve the right to cancel the session. This will be deemed a cancellation of the course by the customer and no refund will be provided.

Should venue suitability be compromised by circumstances outside of the customers control. For example sudden flooding. NR Medical Training will consult with the customer and attempt to secure an

alternative venue or another suitable date. The customer will be liable for any costs involved in securing an alternative venue. An admin fee will be applicable to changes of course dates.

Fees

Provisional bookings for groups may be secured by telephone but can only be held for seven days following which a booking must be submitted in writing by post or email , unless agreed otherwise in writing by NR Medical Training.

For group bookings a deposit of 50% is needed to secure course dates based on the total course fee, until the deposit is paid NR Medical Training cannot guarantee those dates which will remain available for other groups, in accordance with the term above.

For group bookings where the course is held over a number of weeks, payment is due in full at time of booking to ensure your course dates are reserved.

The balance for a group booking is due 6 weeks before the start date of the course.

For individuals paying for their own course, or those booking on behalf of an individual a place cannot be guaranteed until payment is received in full unless agreed in writing with NR Medical Training.

Fees for training at a your venue are subject to the addition of travel expenses for the Tutor (s) at a rate of 45 pence per mile for each journey undertaken. Where possible the Tutor (s) will share transport to reduce travel fees.

Fees for training at a venue in excess of a 40 mile radius of the Tutor (s) residence will require suitable accommodation at the cost of the client for the Tutor (s) on a basis of one night accommodation per day of training, expenses will be added to the final quotation for the provision of the Service and agreed in advance with the client.

Subject to any special terms agreed, the client shall pay NR Medical Training's charges for the service and any additional sums which are agreed between NR Medical Training and the client for the provision of the service or which, in NR Medical Training's sole discretion, are required as a result of the client's

instructions or lack of instructions, the inaccuracy of any information or material supplied by the client or any other cause attributable to the client.

A completed booking form or written application plus an official purchase order issued by a recognised buying authority confirming acceptance of our terms and conditions upon which we will issue an invoice for the full amount of the course.

The balance of the fee is payable 6 weeks prior to the commencement of the course unless agreed in writing with NR Medical Training. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer.

The whole course fee is required to reserve a place for any booking made within 6 weeks of the commencement of the course unless agreed in writing by NR Medical Training.

NR Medical Training shall be entitled to vary their charges from time to time by giving not less than two months' written notice to the client.

All charges quoted to the client for the provision of the service are valid for 30 days from the date of the quote.

Overdue fees

NR Medical Training reserve the right to charge interest on any overdue account at a rate of 8% over the base lending rate of Lloyds TSB Bank in force at the date of invoice. Such interest shall accrue on a daily basis both before and after any judgment. There may also be a statutory late invoice payment depending on the value of the outstanding balance.

Cancellation or postponement of the course by client

All cancellations by the client must be in writing. NR Medical Training reserves the right in its sole discretion to make an appropriate charge for administration and other expenses. If the client cancels the following applies:

No refund of any deposit paid 8 weeks prior to the date of delivery.

75% refunded of the total fee where cancellation takes place less than 12 weeks but more than 8 weeks before the booked date.

No refund where cancellation takes place within the period of 8 weeks before the booked date.

No refund where cancellation takes place on or after the booked date.

Substitution of the original customer for another can be made provided at least 3 weeks' notice is given by the substituted customer to the company and the substituting student satisfies the requirement of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee as well as an administrative cost of £25.00 per course/substitution.

A customer may apply, in writing, to change course or course dates as long as the original booking is more than 8 weeks from the date of the request. The new course must be one that appears on our website. An administrative charge of £25.00 is payable at the time of change. Any requests to change course or course dates within the 8 week period will be dealt with under the terms and conditions relating to cancellation by the customer.

Group Bookings: variations in numbers must be agreed in writing and will incur a £25 administration charge for each change of place. No variations will be accepted within 8 weeks of the booked date.

For cancellations in the event of National Emergency such as a reportable communicable disease where local and national UK Government have not advised against travel, bookings will be subject to terms and conditions. Where local and national UK Government have advised against all but essential travel or restricts travel, NR Medical Training will reschedule your course date to later in the year.

Cancellation/Changes by NR Medical Training

Whilst every attempt is made to ensure that advertised courses run, NR Medical Training reserves the right to cancel or postpone any course, especially in circumstances where this is as a result of client(s)

cancellation resulting in a workable minimum for the course. If this becomes necessary, as much notice as possible will be given and the client will be offered a choice, with due consultation of: a full refund if the course has not yet commenced, a proportionate refund, if the course has commenced and is not yet completed, an alternative date to commence or complete the course as appropriate to the circumstances.

NR Medical Training is not liable for any transport or accommodation costs if a course is cancelled due to circumstances beyond our control.

NR Medical Training shall not be liable to the client or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of NR Medical Training's obligations in relation to the service, if the delay or failure was due to any cause beyond their reasonable control such as severe weather where weather warnings have been issued or other unsuitable conditions to perform the service.

NR Medical Training shall not be liable to the client or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of NR Medical Training's obligations in relation to the service, if the delay or failure was due to any cause beyond their reasonable control such as severe weather where weather warnings have been issued or other unsuitable conditions to perform the service such as advice on restrictions on travel by local or National UK Government. In the event of restriction on travel or advice to stay at home in the event of an outbreak such as COVID 19 bookings are transferrable to another date. Please contact us for more details.

NR Medical Training reserve the right to combine courses of the same type from two or more separate customers. This will only occur when a course is run at an external training venue booked by NR Medical Training. NR Medical will not combine courses cohorts when training is delivered at our customers own venue.

Failure to attend

Notwithstanding the provision of clauses in these terms and conditions, if any student fails to attend the course or any part of the course on which a place has been reserved, fees in respect of that student will be payable by the Client in full.

If the course on which a place has been reserved for a student has commenced but for exceptional reasons the student has not been able to complete the course, an alternative date will be offered to enable the student to complete the remaining part of the course. Exceptional reasons may include illness supported by a doctor's note.

At the discretion of the NR Medical Training, if an insufficient number of students attend any one day, the course or part of the course may be postponed or cancelled in accordance with these terms and conditions.

Suitability

Any special requirements for students need to be advised to NR Medical Training and discussed before the start of the course. If a student is considered to be unsuitable in the opinion of the NR Medical Training, with due consultation the student may be asked to leave the course. Disruptive behaviour that impedes the smooth running of the course that may cause the tutor to not adhere to the timetable and/or interferes with the learning of other students will be dealt with by two verbal warnings and then removal of the student from the course: no refund will apply.

Students may be asked to re-attend on another date if they arrive for the course in an unfit state due to seasonal illness such as infectious respiratory disorders that disrupt the running of the course and affects other participants.

For training at your venue NR Medical Training requires a clean and suitable training room with adequate lighting, ventilation and enough space to carry out practical work in accordance with the group size: please contact NR Medical Training to discuss prior to the provision of the service.

Insurance

NR Medical Training carries public liability insurance to a limit of £2 million. The client is required to insure any equipment provided for in-house training against accidental damage.

Students travelling from overseas, or paying for accommodation in connection with the training may wish to purchase their own insurance in case of cancellation outside the control of NR Medical Training.

Health and Safety

Where appropriate, students will be advised of any possible hazards which may be present during the course of training and procedures they should adopt to eliminate or minimise the risks pertaining to the hazards. It is expected that all students will adhere to written or verbal instructions regarding health and safety.

Disclaimer

NR Medical Training warrants to the client that the service will be provided using reasonable care and skill. Where NR Medical Training supplies in connection with the provision of the service any goods supplied by a third party, NR Medical Training does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.

NR Medical Training shall have no liability to the client for any loss, damage, costs, expenses or other claims for compensation arising from instructions supplied by the client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the client.

NR Medical Training shall not be liable for any loss, damage, expense, injury or delay of any kind to the client, employee of the client or any third party, by any act, default or omission howsoever caused, except in insofar as such liability cannot be excluded by law.

Except in respect of death or personal injury caused by NR Medical Training's negligence, NR Medical Training shall not be liable to the client by reason of any representation (unless fraudulent), or any

implied warranty, condition or other term, or any duty at common law, or under the express terms of the booking form, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of NR Medical Training, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or its use by the client, and the entire liability of the supplier under or in connection with the provision of the service shall not exceed the amount of NR Medical Training's charges for the provision of the service, except as expressly provided in these conditions.

Alteration

NR Medical Training reserves the right to amend these Conditions without prior notification to the client. These conditions of trading shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts. Any alterations, modifications or extensions affecting the above clauses shall not be valid unless agreed by NR Medical Training and acknowledged in writing.

General

These conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No failure or delay by NR Medical Training in exercising any of its rights under the booking shall be deemed to be a waiver of that right, and no waiver by NR Medical Training of any breach of contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

Any dispute arising under or in connection with these Conditions or the provision of the service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party by the president for the time being of arbitrators.

NR Medical Training May 2022

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