

# OMT Training Terms and Conditions



# Terms and Conditions

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).**

## 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

### 1.1 Definitions:

**Booking:** your booking for the Course as set out on our Website.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by you for the supply of the Course in accordance with Clause 5.

**Commencement Date:** has the meaning given in Clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 11.5.

**Contract:** the contract between us and you for the supply of a Course in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Course:** the individual course offered by us for you to take in accordance with these Conditions.

**Course Materials:** any and all of the training materials provided to you by us whilst on a Course.

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**Customer:** the individual or firm who:(a) is a therapist with a recognised qualification in manual therapy (and in some cases, may need to attend a basic course beforehand); and (b) purchases the Training from us; and “you” and “your” shall be construed accordingly.

**Customer Default:** has the meaning set out in Clause 4.2.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Trainer:** Osteon Limited, registered in England and Wales with company number 07603582, with our registered offices at Global House, 303 Ballards Lane, North Finchley, London N12 8NP, and trading as OMT Training; and “us”, “our” and “we” shall be construed accordingly.

**Training:** the OMT training services, provided by us to you in the form of a Course.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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**Website:** is located at [www.omttraining.co.uk](http://www.omttraining.co.uk)

## 1.2 Interpretation:

**(a)** A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

**(b)** Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**(c)** A reference to writing or written includes fax and email.

## 2. BASIS OF CONTRACT

**2.1** The Booking constitutes an offer by you to purchase a Course in accordance with these Conditions.

**2.2** The Booking shall only be deemed to be accepted when we issue written acceptance of the Booking at which point and on which date the Contract shall come into existence (Commencement Date).

**2.3** Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Course described in them. They shall not form part of the Contract or have any contractual force.

**2.4** These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**2.5** Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

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## 3. SUPPLY OF TRAINING COURSES

**3.1** We warrant to you that the Course will be provided using reasonable care and skill. We shall supply the Course to you in accordance with the training details set out on our Website.

**3.2** We reserve the right to amend the Course details (including the change of lecturer(s) at our sole discretion and without liability to you.

**3.3** We hold no responsibility for external courses including but not limited to payments, receipts, materials and/or special offers, and we will not be held responsible for providing published books for courses taken with external providers.

## 4. YOUR OBLIGATIONS

**4.1** You shall:

**(a)** ensure that you are in compliance with all regulations, legislation and insurance appropriate for your specific profession and/or qualifications;

**(b)** ensure that you comply with the terms of the Booking at all times;

**(c)** co-operate with us in all matters relating to the Training;

**(d)** provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us;

**(e)** provide us with such information and materials as we may reasonably require in order to supply the Course, and ensure that such information is complete and accurate in all material respects;

**(f)** obtain and maintain all necessary licences, permissions and consents which may be required for the Course before the date on which the Training is to start;

and

**(g)** comply with all applicable laws, including health and safety laws.

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**4.2** We cannot be held liable for delegates unable to attend the Course because of travel disruption (road, rail or air), delegate ill health, family members ill health or any other situation resulting in non-attendance.

**4.3** Furthermore, if our performance of any of our obligations under the Contract is prevented or delayed by any act or omission caused by you or failure by you to perform any relevant obligation (Customer Default):

**(a)** we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this Clause 4.3; and

**(b)** you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

### 5. CHARGES AND PAYMENT

**5.1** The Charges for the Course is given at the time of Booking and is payable by you at the time of Booking.

**5.2** Time for payment shall be of the essence of the Contract.

**5.3** All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

**5.4** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### 6. INTELLECTUAL PROPERTY RIGHTS

**6.1** All Intellectual Property Rights in or arising out of or in connection with the Course shall be owned by us.

**6.2** We grant to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy Course Materials for the purpose of receiving and using the Training.

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**6.3** You shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.

**6.4** You grants to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Training to you.

### 7. DATA PROTECTION

**7.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 7, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

**7.2** You and we acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.

**7.3** Without prejudice to the generality of Clause 7.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract.

**7.4** Either you or we may, at any time on not less than 30 days' notice, revise this Clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

### 8. LIMITATION OF LIABILITY:

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

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**8.1** We have obtained insurance cover in respect of our own legal liability. We have a block scheme with BGi Insurance that can fully cover you for all of your current skills, but you may need to take out a separate policy for medical acupuncture or spinal manipulation. Please be aware, the limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and you are ultimately responsible for making your own arrangements for the insurance of any excess loss.

**8.2** The restrictions on liability in this Clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**8.3** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a)** death or personal injury caused by negligence;
- (b)** fraud or fraudulent misrepresentation; and
- (c)** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**8.4** Subject to Clause 8.3, our total liability to you shall not exceed the total charges for the individual Course in question.

**8.5** This Clause 8.5 sets out specific heads of excluded loss:

- (a)** Subject to Clause 8.3, the types of loss listed in Clause 8.5(b) are wholly excluded.
- (b)** The following types of loss are wholly excluded:
  - (i)** loss of profits
  - (ii)** loss of sales or business.
  - (iii)** loss of agreements or contracts.
  - (iv)** loss of anticipated savings.



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(v) loss of use or corruption of software, data or information.

(vi) loss of or damage to goodwill; and

(vii) indirect or consequential loss.

### 9. CANCELLATIONS

**9.1** You agree the charges are non-refundable and non-transferable.

**9.2** Should you not be able to attend the Course Booked, and you wish to attend a separate Course, you will need to repay the Course charges.

**9.3** There may be an occasion where we need to move you to another Course, in which case, as a gesture of goodwill, we will charge you a compulsory and non-negotiable fee of £69.

**9.4** There may be an occasion where we cancel a Course or change a venue. We will use our reasonable endeavours to notify you by email as quickly as possible. Where we have cancelled the Course, we will provide you with a full refund or offer you an alternative date.

### 10. GENERAL

**10.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **10.2 Assignment and other dealings.**

(a) We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent.

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## 10.3 Confidentiality.

**(a)** Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 10.3(b).

**(b)** Each party may disclose the other party's confidential information:

**(i)** to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 10.3; and

**(ii)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**(c)** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 10.4 Entire agreement.

**(a)** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**(b)** Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

**10.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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**10.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**10.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

### 10.8 Notices.

**(a)** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

**(b)** Any notice shall be deemed to have been received:

**(i)** if delivered by hand, on signature of a delivery receipt;

**(ii)** if sent by [re-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and

**(iii)** if sent by email or fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 10.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

**(c)** This Clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

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## **10.9 Third party rights.**

**(a)** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**(b)** The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**10.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**10.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.