Training Courses and Workshops Terms and Conditions of York EMC Services Ltd

1. **General Terms and Conditions**

By using York EMC Services (YES) online, telephone or mail/e-mail booking for training courses supplied by YES, you are agreeing to be bound by these Terms and Conditions.

Standard Terms and Conditions

These terms and conditions apply to all online transactions made to YES.

YES may change these terms from time to time without notice. Changes will apply to any subsequent transactions with the YES through the York EMC Services website or booking via telephone, mail or e-mail. The current version will be that published on the YES website. Therefore, if you make a booking after any changes have been made, you will be bound by the new terms and conditions. Please read the terms and conditions each time you use the website and immediately prior to placing any bookings and making any purchases.

These terms will be governed by and construed in accordance with English law.

Nothing in these Conditions excludes or limits the liability of YES for death or personal injury caused by the YES's negligence, or for fraudulent misrepresentation. Subject to the preceding sentence, Condition 2.9 constitutes the entire financial liability of YES (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or negligent act or omission, including negligence arising under or in connection with the Contract.

Nothing in these terms and conditions shall give you any right or other licence to use copy or otherwise use or exploit in any way any intellectual property contained in any Goods or in the content of any Course or Event or Service provided to you in accordance with these terms and conditions, unless expressly specified prior to order. This includes but is not limited to the sharing or reproducing of text, quiz and video content.

The acknowledgement of the order and these Conditions together constitute the entire agreement between the parties relating to the Contract.

Each right or remedy of YES under the Contract is without prejudice to any other right or remedy of YES whether under the Contract or not.

The Contract will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Contract.

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2. **On-Line/Remote Payments**
   2.2. Your payment will normally reach York EMC Services' (YES) bank account to which you are making a payment the following working day through Sage Pay Europe Limited (Sage Pay), our E-Commerce Provider.
   2.3. YES cannot accept liability for a payment not reaching YES due to you quoting an incorrect account number or incorrect personal details.
   2.4. Neither can YES accept liability if payment is refused or declined by the credit/debit card supplier for any reason.
   2.5. If the card supplier declines payment, YES is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.
   2.6. The data that you provide for your account and during this transaction is securely held by either our E-Commerce Provider or YES under the terms of the Data Protection Act 1998 and will only be used for the purpose of recording your payment, your request for Goods or Services, registration, communications for the Services, to directly provide the information or Services you have requested, to enable YES's e-commerce provider to process and manage your payment or information to enable us to provide the information or Services you have requested, for security, administrative and legal purposes, to update and enhance the Services provided, to evaluate the performance of our marketing activities and for marketing purposes. In such cases where YES asks you for personal information, it will be kept secure and confidential. Any personal information will only be used in accordance with current data protection legislation. Our e-commerce provider will retain some personal information so that we can access payment records in the event of queries or incomplete payment information. Any credit or debit card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed securely.
   2.7. Refunds, if applicable, will only be made to the credit/debit debit/credit card used for the original transaction.
   2.8. In no event will YES be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this website, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.
      (i) YES' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the Contract will be limited to the price of the Goods or Services; and
      (ii) YES will not be liable to the Buyer for loss of profit, loss of data, loss of business or depletion of goodwill nor for any indirect or consequential liability, loss or damage which arises out of or in connection with the Contract.
   2.9. Registration on the online course is non-transferrable and log-in details are restricted for use by the individual registered on the course.

3. In-Person Training Courses

3.2. Payment of all fees due to York EMC Services Ltd (YES) is required in full before the first day of the course.

3.3. Electronic notes are provided (in PDF Format) to each delegate as part of the course fee and sent out in advance of the course start date (where full payment has been received). Paper notes may be requested up to 7 days prior to the course start date but this will incur an additional fee.

3.4. If a booking is cancelled 14 days or more prior to the commencement of the course, 15% of the course fees are payable.

3.5. If a booking is cancelled less than 14 days prior to the course commencing, full fees are payable.

3.6. YES reserves the right to cancel any training course. In the event of this happening YES will issue a full refund, however YES will not accept responsibility for any additional costs incurred by the delegate (for example travel arrangements).

3.7. Substitutions may be made at any time provided you inform us in writing to training@yorkemc.com and no charge will be made for replacement delegates.

3.8. Any delegate who cannot attend the course upon which they have booked may defer to a later course, or an alternative course, offered by YES. This course must be within 12 months of the original course booking and bookings can only be transferred once. If the alternative course is of an equivalent or lower price, no cancellation fee will be incurred and no partial refund will be given. If the alternative course is of a higher price the delegate will be charged for the difference.

3.9. Where discounts are available for a course, it is the delegate's responsibility to declare that they are eligible for a discount before booking. Discounts are only valid if full course fees are paid as per our invoicing conditions of 30 days or prior to course start date, whichever is sooner.

3.10. Where more than one discount is available, discounts cannot be combined and only one can be applied to the booking.

3.11. Where discounts are available for multiple bookings, all delegates included in the multiple booking must book for the course at the same time.

3.12. The organisers may take images of Delegates during lectures, site visits and other related functions, and reserve the right to use these images for marketing and advertising purposes. Delegates' individual consent for this will be assumed to have been granted unless otherwise indicated by Delegates, in writing or by email, prior to the start of each course.

3.13. In the interests of all course participants, the organisers reserve the right to enforce the removal of any delegate from the course whose behaviour or demeanour is, in their view, considered unacceptable.

3.14. YES reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on its website.

3.15. Through registering for a course applicants are deemed to have accepted the above Terms and Conditions.