Terms & Conditions for Delegates

These Terms and Conditions ('Terms') apply to the provision of training courses by Tipton Training Limited. Please read these Terms carefully before enrolling on a training course. References in these Terms to 'you' and 'your' refer to you, the delegate; to 'Tipton Training', 'we', 'us' and 'our' refer to Tipton Training Limited; and to our 'website' are to our website at www.tiptontraining.co.uk. Payment of the non-refundable Registration Fee and / or Course Fees indicates that you accept the following Terms and upon payment, a business to business contract shall be formed between you and us on the following Terms in respect of the provision of the training course.

PLEASE ENSURE YOU ARE ABLE TO MAKE THE PAYMENTS FOR THE FULL COURSE FEES AS YOU WILL BE COMMITTING TO PAYMENT OF COURSE FEES BY PAYMENT OF THE REGISTRATION FEE.

1. Training Courses

We provide the following training courses:

(a) one day training courses ('One Day Courses'); and

(b) training courses which consist of a set number of modules which will be provided over a period of approximately 12 months, which will be provided on the dates advertised prior to enrollment. ('One Year Courses' and each course day of such One Year Courses shall be referred to as a 'Course Day'), the One Day Courses and One Year Courses together shall be referred to as the 'Training Courses'.

In order to complete a One Year Course, you must attend each Course Day for that One Year Course. If you cannot attend a Course Day for any reason you will still be invoiced for that Course Day and will be sent any handouts or materials provided to delegates during that Course Day.

We shall use reasonable endeavours to ensure that the Training Courses take place on the advertised dates and times. However, we reserve the right to change the dates, venues, topics and/or speakers of the Training Courses from those advertised and will inform you as soon as practicable of such changes by e-mail or by post.

Each Course Day or Course Day plus presentation material stands alone as a separate deliverable module which has CPD value. We reserve the right to increase or decrease the number of modules which comprise the course at any time.

Certain lectures which make up part of our course modules may be delivered online via pre-recorded webinar sessions (e.g. lectures given ahead of practical course days). Access to these webinars is available to all registered delegates of the specific course for the duration of the course. On completion of the course, access will available to Tipton Training Alumni at an additional annual fee.

2. Enrolment and Registration Fee

<u>One Day and Short Courses</u>

One Day course fees are payable in advance of the course in order to register for the course and secure your place. One Day Course Fees are non-refundable.

A non-refundable Registration Fee is payable in advance to register for Two Day or Short Courses. Payment in full of the Two Day or Short Course Fees (as defined in section 3 below) is required in advance of the course start date.

<u>One Year Course</u>

A non-refundable, non-transferable Registration Fee of £300 (£250 +VAT) is required for you to enroll on a One Year Course. The Registration Fee provides you with access to our web platform through which you will be able to download reading materials (subject to Section 7 below) in support of the Course Days. You will only be entitled to download materials via our IT platform and the course materials delivered via it, as long as payment of your Course Fees is up to date with the payment schedule.

If you enroll on a One Year Course by payment of the Registration Fee, but, subsequently cannot take up your place on the One Year Course, the Registration Fee will not be refunded.

Tipton Training delivers course days/modules which stand alone. In the event that Tipton Training is unable to complete delivery of the remaining course days/modules scheduled within a One Year Course, those course days/modules so far delivered will constitute the entirety of the "One Year Course". No refunds will be due for course days/modules previously delivered. There will be no obligation on Tipton Training to complete the remaining course days identified in the course programme. Verifiable CPD hours will be issued for the course modules/days attended.

3. Payment of the Course Fees

You agree to pay the Course Fees for the relevant Training Course (plus VAT where applicable) to Tipton Training Limited.

The 'Course Fees' for the Training Courses set out on our website or as advised in the booking confirmation are payable as follows:

(a) in respect of One Day and Short Courses, the Course Fee is payable in advance; and

(b) in respect of One Year Courses, there is a Course Fee payable in respect of each Course Day / Module. The total fees payable for the One Year Course shall be the total Course Fees payable in respect of all of the Course Days (whether you attend such Course Days or not) ('Total Course Fees'), which are payable in accordance with the provisions set out below.

The Course Fee normally includes refreshments at the Training Courses.

ADDITIONAL CHARGES WILL BE PAYABLE FOR MODELS, SPLINTS, BURS, TEETH, IMPLANT UNITS AND OTHER CONSUMABLES USED BY YOU DURING A TRAINING COURSE. PRINTED MATERIALS OR HARD DIGITAL COPIES OF COURSE MATERIALS PROVIDED MAY BE PROVIDED AT AN ADDITIONAL CHARGE.

In the unlikely event that, due to a technical error, the amount of any of the Course Fees on the website is incorrect, we will notify you as soon as we reasonably can. In these circumstances, we reserve the right to charge a different amount from that 'advertised'.

If you are eligible to receive any sponsorship or funding, you are responsible for arranging this. We can provide proof of attendance at a Training Course if required but you are still required to pay the Course Fees to Tipton Training Limited whether or not such sponsorship or funding has been received.

With our administration partner, GoCardless, we operate a Regular Payment Scheme using Direct Debits for our Training Courses. All regular payments must be paid prior to you attending each Course Day. If for any reason payment is not made by Direct Debit by the due date, payment of the course fees for that month will become due immediately and must be received in advance of attendance on the actual course date.

In the event that money is not received in advance of the course day we may pursue remedies as set out in 'One Year Courses - Options for Payment' below.

Registration Fee Payments can also be made by bank transfer, cheque, credit card or debit card. Cheques should be made payable to Tipton Training Limited. Credit / debit card payments will be subject to a 2.5% banking transaction charge.

Up Front, Full Course Payments can only be made by bank transfer, cheque, or, direct debit.

<u>3.1 One Year Courses- Options for Payment</u>

There are two options for payment for the One Year Courses:

(a) payment in full of the Total Course Fees (by BACS or single Direct Debit payment only) prior to commencement of the One Year Course. Payment in full in advance of the course will not be accepted by Credit or Debit Cards; or

(b) payment of a monthly payment amount payable on the first working day of each course month, such monthly payment amount being calculated to cover the cost of the outstanding Course Fees (after deducting the non-refundable Registration Fee from the Total Course Fees) divided by the number of payment months for the course. We will notify you of the monthly payment amounts and the number of monthly payments.

(c) The monthly payment amount will be collected by Direct Debit via our Direct Debit partner Go Cardless, We will send you a mandate for the Direct Debit payments which you will complete. We will then set up the payment plan in accordance with our confirmation letter to you.

(d) The monthly payment amount may be paid by debit or credit card subject to an administration charge equal to 2.5% of the Course Day Fee. Monthly payments are due on the 1st working day of the month in accordance with paragraph 3.1(b)

If you choose option (b), (c) or (d) above as a payment method and any monthly payment collection is declined, cancelled, required to be re-submitted, or is late, we will notify you by email you to request immediate payment. If the amount owing is not repaid within five working days, we will apply a late fee of £25 to the monthly payment to cover our additional administration efforts.

The monthly payment amount is due and shall be paid to us on the first working day of the course month whether you chose to attend the course day(s) or not. In the event that any monthly payment amount is outstanding for more than seven

(7) days, we may (without prejudice to any other rights or remedies we may have) do all or any of the following:

(a) charge a late payment fee of £25 to cover the administration costs incurred as a result of each and every missed, declined, cancelled or late payments

(b) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC plc, accruing on a daily basis until payment is made, whether before or after judgment. .

(c) suspend the provision of the remaining Course Days to you until payment is received, in which case, the Course Fees will continue to be due for those Course Days you miss as a result of the suspension;

(d) cease to provide the remaining Course Days to you and terminate our contract with you;

(e) not issue a certificate for any participation in the course;

4. Cancellation Policy

Demand for our courses is high and we provide quality courses by limiting the number of delegates on each stream. In fairness to other delegates who want to be able to join our courses we operate a cancellation charge policy.

If you cancel before the course starts fees will be chargeable as set out in the table below

Weeks Prior to Course Start Date	Cancellation Charge as % of Total Course Fees
> 12 weeks	Forfeit 100% of Registration Fee
< 12 weeks > 8 Weeks	Charge 25% of Total Course Fees
< 8 weeks > 4 weeks	Charge 50% of Total Course Fees
< 4 weeks	Charge 100% of Total Course Fees

5. Refund Policy

One Day and Short Courses

Refunds of Course Fees for One Day Courses will not be given if you cancel or are unable to attend the One Day Course.

If requested, we will use reasonable endeavours to re-place you on an alternative One Day Course, subject always to availability. Unfortunately we cannot guarantee there will be space on a particular One Day Course as places on the Training Courses are limited. We cannot guarantee how much notice we will be able to give you that a place on a One Day Course has become available – e.g. we may have a cancellation the day before which enables you attend. If we re-place you on an alternative One Day Course then the Course Fee already paid by you will be applied towards the Course Fee for the alternative One Day Course.

We reserve the right to charge an administration fee of £40 plus VAT in respect of the costs we will incur in re-placing you on the alternative One Day Course.

One Year Courses

As stated in section 2, the Registration Fee the One Year Course is non-refundable and non-transferable.

Subject to the following provisions of this section 5, refunds of Course Fees for One Year Courses will not be given if you cancel or are unable to attend the One Year Course once you have enrolled on the course.

You will remain responsible for payment of the Total Course Fees.

If you provide a suitable replacement who is prepared to take over your obligations to us on the One Year Course, we will refund any Course Fees paid by you in advance, minus an administration fee of £40 plus VAT. In the event that you are unable to provide a replacement for your obligation on the course, the cancellation policy at Clause 4 will be enforced.

Refunds of Course Fees will not be given if you cancel or are unable to attend one or more of the Course Days. If requested, we will use reasonable endeavours to place you on an alternative Course Day, subject always to availability. Owing to the nature of our business, we cannot guarantee:

- that there will be space on a particular Course Day as places on the Training Courses are limited;
- how much notice we will be able to give you that a place on a Course Day has become available – e.g. we may have a cancellation the day before which enables you attend.

If we place you on an alternative Course Day, then the Course Fees paid by you for the original Course Day will be applied towards the Course Fees for the alternative Course Day. We reserve the right to charge an administration fee of £40 plus VAT in respect of the costs we will incur in re-placing you on another Course Day.

All other refunds are at the sole discretion of Tipton Training Limited.

6. Property damage

You are responsible for any loss of or damage which you cause to any equipment or property of either Tipton Training Ltd or belonging to the venues which we use other than that caused by fair wear and tear and you will bear the cost of repair, or replacement of, such property.

We reserve the right to charge the whole delegate group for malicious damage caused by any member(s) of a delegate group in the event that the perpetrator(s) of the damage do not admit individual responsibility.

7. Copyright

Tipton Training Ltd and it's Faculty are the owner(s) or licensee(s) of the copyright, trademarks and all other intellectual property rights in the content of the presentations, support literature and any other materials or documents provided in connection with the Training Courses ('Course Materials') and expressly reserve all rights in the same.

In consideration of receipt by us of the Course Fees, we grant to you a non-exclusive, non-transferable licence (i.e. not to be used by, or transferred to, another person) for you to use the Course Materials for the sole purpose of research or study or for your professional training and development.

In the event you are required to use any software on a Training Course, it is your responsibility to obtain and comply with any applicable licence for your use of such software.

Any use of the Course Materials other than for research or study or your professional training and development requires our prior written permission. Unless we state otherwise, the copying, reproduction and/or use of the content of the Course Materials or any extracts thereof is strictly prohibited. In particular, you are not permitted to share any of the Course Materials with a third party or present any of the Course Materials or part thereof as your own or use the same for any public or promotional use.

The Phantom Head webinars are available for the duration of the course once the registration fee has been paid. They are only available for a further period of three months after the last course date.

8. Disclaimer

The Course Materials are provided for reference purposes only and do not necessarily stand on their own and are not intended to be, nor should they be, relied upon for choosing or providing specific treatment to a patient nor should they be used as a substitute for professional judgment with respect to particular circumstances. Advice provided by us, or any of our presenters, during a Training Course, is generic advice and does not take account of medical or other conditions that may affect a patient or the treatment they receive.

To the fullest extent permitted by law, neither we nor any of the presenters in any of the Training Courses will be liable to you for any loss, injury, claim, liability or damage of any kind (whether direct or indirect) resulting in any way from:

(a) your use or misuse of the Course Materials; or

(b) any advice or content contained in any of the Course Materials or provided during any of the Training Courses; or
(c) any errors in or omissions from the Course Materials.

We shall have no liability for any losses or damages which may be suffered or incurred by you, whether the same arise in contract, tort (including negligence) or otherwise, which fall within any of the following categories:

(d) loss of profits;

(e) loss of anticipated savings;

(f) loss of business opportunity;

(g) loss of goodwill;

(h) loss of data;

(i) claims against you by patients or other third parties; or

(j) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
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Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Training Course shall be limited to the Course Fees actually paid by you in respect of the Training Course.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

9. Termination

We may terminate the contract between you and us by written notice for any of the following reasons:

(a) if you fail to conduct yourself in an appropriate manner when communicating with or receiving support from us. By this we mean that you act in such a way as to threaten, intimidate or otherwise harass our staff, or that your conduct is violent or threatens the physical safety of either our staff or any other person at a Training Course; or

(b) you continue to behave in a manner which is disruptive to the learning environment on the course, having been previously asked to desist from disrupting the class

(c) if you fail to comply with any of your obligations under these Terms and you fail to remedy (if capable of being remedied) such breach within seven (7) days of a request from us to remedy it; or

(d) if you fail to pay the Course Fee or any other sums due in accordance with section 3.

If we terminate our contract with you, your right to attend the Training Course and to receive any of the Course Materials will immediately cease and all Course Fees not yet paid in respect of any Course Days (including the remaining Course Days) shall be immediately due and payable.

10. Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ('Force Majeure Event').

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- strikes, lock-outs or other industrial action; or
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other extreme weather conditions or forecasts thereof, or other natural disaster; or
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- impossibility of the use of public or private telecomms. networks.

In the event that we are unable to provide a Course Day by reason of a Force Majeure Event, we will use reasonable endeavours to re-arrange the relevant Course Day and where we incur additional costs as a result of re-arranging the Course Day, we reserve the right to increase the cost of the relevant Course Day.

11. Assignment

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent.

We can sub-contract, transfer or assign all or any of our rights and obligations under these Terms to another suitable organisation, but, this will not affect your rights under these Terms.

12. Notices

All notices sent by you to us must be sent to Tipton Training Limited at courses@tiptontraining.co.uk or, First Floor Offices, 21 Radnor Street, Manchester. M15 5RD. We may give notice to you at the e-mail, phone number or postal address you provide to us in the order form. Notice will be deemed received and properly served 24 hours after an e-mail or SMS is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail or SMS, that the e-mail or SMS was sent to the specified e-mail address or mobile number of the addressee.

13. General

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining Terms which will continue to be valid to the fullest extent permitted by law.

We have the right to revise and amend these Terms from time to time and any changes will be posted to our Website.

If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them.

These Terms will be governed by the laws of England and Wales. Any dispute arising in connection with the same (including non-contractual disputes and claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.