

AMTC Terms and Conditions for the Purchase of e-Learning and Trainer-Led Training Courses

1. DEFINITIONS & INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“AMTC” means The MTC – Advanced Manufacturing Training Centre Limited (company number 08880119) having its registered offices at Ansty Park Pilot Way, Coventry, West Midlands, CV7 9JU.

“Agreement” means these Terms and Conditions and (i) the Proposal; or (ii) completed Online Booking Process.

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

“Delegate(s)” means an individual scheduled by the Customer to attend the Training Course.

“Confidential Information” means any information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, customers, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the Training Materials.

“Customer” means an individual, company or any other entity who purchases the Training Course from AMTC.

“Customer Data” means the data provided by the Customer for the purpose of facilitating the Training Course.

“Data Protection Legislation” means

(a) The General Data Protection Regulation (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
(b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of the Training Course under these Terms and Conditions; and
any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

“e-Learning” means the Training Course delivered by AMTC via its online Learning Management System which can be completed by the Delegate independently.

“Fees” means the fees payable by the Customer for the Training Course.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Party(ies)” means AMTC and/or the Customer.

“Personal Data” has the meaning given to it in the Data Protection Legislation.

“**Processing**” has the meaning given to it in the Data Protection Legislation.

“**Proposal**” means the document attached to these Terms and Conditions setting out the details of the Training Course to be provided by AMTC.

“**Online Booking Process**” means the booking process available through the following website: <https://the-amtc.co.uk/training/our-courses/>

“**Trainer-Led**” means the Training Course delivered by AMTC virtually or at a physical location (either at AMTC’s premises or at the Customer’s premises) which the Delegate attends in person at a specific time.

“**Training Course**” means the course or courses, either e-Learning or Trainer-Led, to be supplied by AMTC to the Customer as described in the Proposal or as part of the Online Booking Process.

“**Training Materials**” means any materials, documents in hard copy or electronic form or videos provided by AMTC as part of the Training Course.

- 1.2 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.

2. CONTRACT FORMATION

- 2.1 These Terms and Conditions shall come into effect when either:

- 2.1.1 the Customer completes the Online Booking Process; or

- 2.1.2 upon receipt by AMTC of a purchase order sent by the Customer.

- 2.2 Save for terms pertaining to the relevant Training Course in the Online Booking Process or in the Proposal, any descriptive matter or advertising issued by AMTC, and any descriptions contained in AMTC’s brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training Course described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

- 2.3 These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.4 A Proposal is only valid for acceptance for a period of 3 months from its date of issue.

3. SUPPLY OF THE TRAINING COURSE

- 3.1 AMTC shall use reasonable endeavours to supply the Training Course to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to vary the course content of any Training Course at any time and without notice.

- 3.2 AMTC shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration. AMTC

reserves the right to modify any Training Course date or to cancel any Training Course at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, AMTC will offer (at its sole discretion) alternative dates, a full refund of the Fees paid by the Customer, or a credit note.

- 3.3 AMTC reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training Course, and AMTC shall notify the Customer in any such event.

4. CUSTOMER'S RESPONSIBILITIES

4.1 The Customer shall:

- 4.1.1 co-operate with AMTC in all matters relating to the Training Course;
- 4.1.2 remain responsible for ensuring that Delegates (including any substitute delegates) are suitably qualified whenever AMTC confirms a pre-requisite condition for Delegates to possess specific qualification and/or experience to attend a Training Course;
- 4.1.3 remain responsible for ensuring that Delegates comply with AMTC's site rules and safety procedures, at all times whilst remaining on AMTC premises and act reasonably throughout the duration of the Training Course.
- 4.1.4 provide AMTC, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by AMTC in the organisation of the Training Course, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and
- 4.1.5 where the Trainer-Led Training Course is being delivered at the Customer's premises, provide AMTC with (i) access, training space and any equipment necessary for the delivery of the Training Course; and (ii) such facilities as are reasonably notified to the Customer in advance.

5. FEES AND PAYMENT

- 5.1 Unless otherwise stated in the Proposal, the Fees for the Training Course shall be calculated on a per session per Delegate basis as set out on the AMTC website.
- 5.2 The Customer shall pay any invoice submitted by AMTC within 30 calendar days of the date of the invoice, and in any event 7 calendar days prior to the Training Course taking place, to the bank account provided on the invoice issued by MTC Services Limited, or in the case of online bookings, shall make payment as required by the Online Booking Process.
- 5.3 Failure by the Customer to pay any Fees when they fall due may (at AMTC's discretion) result in:
- 5.3.1 the Delegates' place on the Training Course being withdrawn;
- 5.3.2 AMTC ceasing to provide the Training Course; and/or

5.3.3 the Customer paying interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.

5.4 All sums payable to AMTC under this Agreement:

5.4.1 shall be made by the Customer in pounds sterling (unless agreed otherwise in written);

5.4.2 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

5.4.3 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).

5.5 Where the Delegate has to take an examination to complete the Training Course, further fees shall be payable to AMTC in the event the Delegate fails the examination and requires a re-examination.

6. CANCELLATION & SUBSTITUTION

6.1 If the Customer cancels the Training Course:

6.1.1 within 60 and 90 calendar days before the start date of the Training Course, 25% of the Fees shall be due to AMTC; or

6.1.2 within 30 and 60 calendar days before the start date of the Training Course, 50% of the Fees shall be due to AMTC.

Any cancellation must be provided in writing to AMTC at Training@the-mtc.org.

6.2 No Training Course may be cancelled or rescheduled by the Customer under any circumstances less than 30 calendar days before the start date of the Training Course and the Fees for the Training Course are therefore non-refundable.

6.3 The Training Course may only be cancelled by the Customer in accordance with this clause 6. If a Customer or Delegates fail to attend all or part of any Training Course, full payment of the Fees shall be required.

6.4 If a refund is approved by AMTC, it will be made through the original mode of payment only.

6.5 In the event a Delegate can no longer attend the Training Course, a substitute Delegate may attend the same Training Course in their place without incurring any additional costs, providing that AMTC receives written notice at Training@the-mtc.org at least 5 Business Days prior to start date of the Training Course.

7. INTELLECTUAL PROPERTY

7.1 Unless otherwise agreed in the Proposal, all Intellectual Property Rights in or arising out of or in connection with the Training Course, including any associated Training Materials

shall be owned by AMTC, whether adapted, written for or customised for the Customer or not.

7.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of AMTC.

7.3 The above provisions of this clause 7 shall survive termination of the Agreement, however arising.

8. CUSTOMER DATA

8.1 As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Data.

8.2 The Customer grants AMTC an irrevocable, unlimited and royalty-free licence to use the Customer Data provided to AMTC for the purposes of providing the Training Course.

8.3 Each party warrants that for the purposes of this Agreement it:

8.3.1 shall comply with the provisions of the Data Protection Legislation, including without limitation that it:

(a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;

(b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;

(c) shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;

(d) shall not transfer Personal Data outside the European Economic Area save in accordance with the Data Protection Legislation;

(e) shall comply with any request or notice it receives from a data subject in its capacity as a data controller;

8.3.2 shall upon request provide such assistance as is reasonably necessary to the other party to enable that party to comply with its obligations as a data controller (as defined in the Data Protection Legislation);

8.3.3 shall inform the other party as soon as reasonably practicable of the discovery of any actual or suspected data-breach relating to the Processing of Personal Data in connection with this Agreement;

8.3.4 shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any

regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement;

- 8.3.5 shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with the Agreement.

9. LIMITATION OF LIABILITY

- 9.1 Subject to clause 9.4, neither AMTC or its trainers shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for (i) any inaccuracy or misleading information provided in the programmes or Training Materials and any reliance by Customer on any such information, (ii) any loss or corruption of data or information, (iii) any loss of profit, loss of business, loss of revenue, depletion of goodwill, or (iv) any special, indirect or consequential loss, cost, damages, charges or expenses however arising.
- 9.2 Except to the extent that they are expressly set out in these Terms and Conditions, no conditions, warranties or other terms (including, but not limited to, any implied terms as to satisfactory quality, fitness for purpose, conformance with the description or gain to any available certification for a particular Training Course, professional qualification or employment opportunity) shall apply to the purchase and completion of any Training Course.
- 9.3 Subject to clause 9.4, AMTC's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Fees paid by the Customer for the Training Course in relation to which a dispute has arisen.
- 9.4 Nothing in these Terms and Conditions shall exclude or limit any liability which cannot legally be limited, including, but not limited to, liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation or (ii) any other matter which under English Law may not be limited or excluded.
- 9.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- 9.6 This clause 9 shall survive termination of the Agreement.

10. CONFIDENTIALITY

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:
- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 10.1.2 was lawfully in the receiving party's possession before the disclosure;

- 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.2 Subject to clause 10.3, each party shall hold the other's Confidential Information in confidence and not make the other's confidential information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- 10.3 A party may disclose confidential information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.4 Each party shall take all reasonable steps to ensure that their employees, agents and sub-contractors keep Confidential Information confidential.
- 10.5 The above provisions of this clause 10 shall survive termination of the Agreement, however arising.

11. TERMINATION

- 11.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
- 11.1.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;
- 11.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 11.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 11.2 Without affecting any other right or remedy available to it, AMTC may terminate the Agreement with immediate effect by giving written notice to the Customer if:

- 11.2.1 the Customer fails to pay any amount due under the Agreement on the due date for payment;
- 11.2.2 in its opinion, the Delegate is behaving unreasonably during the Training Course;
- 11.2.3 in its opinion, the Delegate does not comply with AMTC's site rules and safety procedures, whilst remaining on AMTC premises as part of a Trainer-Led Training Course.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Agreement:

- 12.1.1 the Customer shall return any of the Training Materials which have not been fully paid for; and
- 12.1.2 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

12.2 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

13. FORCE MAJEURE

AMTC shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of AMTC or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, pandemic, terrorism or default of suppliers or sub-contractors, provided that the Customer is notified of such an event.

14. VARIATION

Subject to clause 3.3, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

17. ENTIRE AGREEMENT

17.1 The Agreement shall constitute 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.

17.2 Each party acknowledges that in entering into the Agreement 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 Agreement.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 The Customer shall not, without the prior written consent of AMTC, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in AMTC's sole discretion.

18.2 AMTC may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

19. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. NOTICES

21.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by post or email to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

21.2 A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered

in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email).

22. GOVERNING LAW

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

23. JURISDICTION

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