

# Terms and conditions of Oliver McGowan training

Effective from 15 December

Applies to: All organisations and individual learners booking or enrolling onto Oliver McGowan Tier 1 or Tier 2 training.

## 1. Definitions

“client”	means the organisation or individual booking or purchasing training or qualifications from Coleman Training Ltd.
“Coleman Training”	means Coleman Training Ltd.
“Oliver McGowan training”	means Oliver McGowan Tier 1 or Tier 2 Mandatory Training, delivered by Coleman Training under NHS England requirements.
“Delegate or learner”	means an individual attending a training course

## 2. Scope of Services

Coleman Training Ltd provides Oliver McGowan Tier 1 webinars and Tier 2 in-person training. All bookings and enrolments are subject to these Terms and Conditions unless otherwise agreed in writing.

## 3. Bookings and confirmation

3.1 Bookings must be confirmed in writing, by email, purchase order or by acceptance of our quote.

3.2 A booking is confirmed once acknowledged by Coleman Training.

3.3 Coleman Training reserves the right to decline a booking at its discretion

## 4. Fees, payment and invoicing

4.1 Fees are as stated in the proposal, quotation or booking confirmation.

4.2 Payment is required in full, **30 days prior to the start date of the course**, or at time of booking if less than 30 days prior to the start date.

4.3 Invoices are issued upon booking confirmation

4.4 Any queries concerning an invoice must be raised within 7 days of the invoice date.

4.5 If payment is not received at least 30 days prior to the start date, Coleman Training reserve the right to cancel the training and offer the course dates to another waiting client. This is because there is unprecedented demand for Oliver McGowan training and limited availability of training trios.

4.6 Coleman training reserves the right to withhold access to training, or certification until all payments have been received.

### **5. Cancellations, rescheduling and termination**

5.1 All cancellation or rescheduling requests must be made in writing (email is acceptable)

5.2 The following charges apply for cancellations by the Client:

<b>Notice given before the course start</b>	<b>Fee payable</b>
30 days or more	No charge
29 days or less	100% of course fee

5.3 If Coleman Training must cancel or reschedule, an alternative date or full refund will be offered.

5.4 If one or more of the Lived Experience Experts fails to attend the training, the course will go ahead with reasonable adjustments.

5.5 Either party may terminate this agreement with immediate effect if the other party commits a material breach of these Terms and Conditions

5.6 Upon termination, the Client will pay all outstanding fees and any reasonable costs by Coleman Training incurred by Coleman Training up to the termination date

### **6. Course Delivery**

6.1 Coleman Training delivers all training using appropriately qualified trainers and co-trainers, who are registered on the NHS England Oliver McGowan register of trainers.

6.2 The Client must ensure suitable facilities, equipment and access for training sessions.

6.3 Coleman Training may adjust the course schedule, or trainer allocation where necessary to maintain quality and compliance.

### **7. Intellectual Property**

7.1 All course content, materials, handouts, presentations and assessment tools remain the copyright of NHS England.

7.2 Materials must not be copied, reproduced, or distributed without prior written consent.

### **8. Disclosure and Confidentiality**

8.1 The Client warrants that all information provided to Coleman Training is accurate and may be lawfully used for the purposes of delivery.

8.2 Coleman Training will not disclose confidential information relating to the Client's business or learners without written consent, except where required by law or regulatory body.

### **11. Non-Solicitation of Trainers and Assessors**

11.1. The Client agrees not to offer employment, freelance work, or consultancy to any trainer, assessor, or associate of Coleman Training Ltd during delivery or within 12 months thereafter.

11.2. Breach of this clause will result in a charge equal to six months of the trainer's average earnings with Coleman Training.

### **12. Professional Standards and Liability**

12.1. Coleman Training exercises reasonable skill and care in all services.

12.2. Coleman Training's total liability shall not exceed the total fees paid for the specific course or qualification.

12.3. Coleman Training shall not be liable for indirect, consequential or financial loss.

12.4. Coleman Training maintains Public Liability and Professional Indemnity Insurance.

### **13. Data Protection**

13.1. Coleman Training Ltd complies with the UK GDPR and the Data Protection Act 2018.

13.2. Learner and Client data are used only for the administration, delivery, and certification of training and qualifications.

13.3. Personal data will not be shared with third parties except where required by law or awarding body regulation.

13.4. Coleman Training may use anonymised feedback for quality assurance and reporting.

### **14. Force Majeure**

Coleman Training Ltd shall not be liable for failure to perform obligations where such failure results from circumstances beyond its control, including illness, extreme weather, power or internet failure, or government restrictions.

### **15. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

### **16. Acceptance of Terms**

By confirming a booking or enrolment, the Client or individual learner acknowledges that they have read, understood, and agreed to these Terms and Conditions.