

Exam Preparation Courses (EPC) - Booking Terms and Conditions

By booking a course placement at the **Centre for Health Education**, Delegates acknowledge and agree to be bound by the terms and conditions in this document.

1. PRE-COURSE ISSUES

1.1. Eligibility

- 1.1.1. Each course has its own eligibility criteria. The Delegate is responsible for ensuring that they meet the eligibility criteria before applying for a course. If it subsequently becomes apparent that the Delegate was not eligible yet still applied, the Delegate's placement shall be cancelled and there shall be no refund of fees.
- 1.1.2. Lack of probity. If a Delegate has provided information that is later found to be untrue (e.g. they are not on the UK mainland at the time of application, yet they say that they are), their application shall be deemed null and void and they may forfeit any fees paid as part of the booking process.

1.2. Registration Process

- 1.2.1. Attendance at any introductory session that may exist for the course or programme being booked is free but mandatory. No registration forms shall be accepted until a Delegate has attended the introductory session.
- 1.2.2. Submission of the registration form for a course or programme is mandatory, along with supporting documentation (e.g. proof of ID).
- 1.2.3. At all times, the Centre for Health Education reserves the right to choose which Delegates to admit to each programme, course or session. The Centre's decision shall be final, with no recourse for appeal.

1.3. Booking a course placement

- 1.3.1. Bookings may be made via e-mail (for free seats) or online (for paid seats). However, e-mail bookings shall only be valid if they are supported by e-mail confirmation of acceptance of the Booking Terms & Conditions.
- 1.3.2. Payment does not confer any special privileges or rights other than give a guaranteed seat (subject to availability of capacity & only upon clearance of the payment). Free seats are not guaranteed nor reserved.

1.4. Processing and securing a course placement

- 1.4.1. The Delegate accepts that it may take time for any online card payment or for international bank transfers to clear, during which it may be possible for any last spaces on a course to be taken by another Delegate.
- 1.4.2. Until an application form is submitted correctly (i.e. with no missing details on the form) and payment has fully cleared, an application will not be considered for consideration of placement on a Delegate's chosen course. The Centre for Health Education shall accept no responsibility if a course had spaces available at the time of a Delegate's application but, by the time the Delegate provided any further details for their application or by the time they were ready to make payment, the course had subsequently become full.

- 1.5. **Card payments.** All online card payments shall be processed by WorldPay. Card payments may take up to five working days to reach the Centre for Health Education. Delegates recognise and accept that the Centre for Health Education shall be in no way responsible for failure of WorldPay services for reasons that are out-with the Centre for Health Education's control.

- 1.6. **Third party payments.** Where Delegates rely on a third party (e.g. their employer) to make a payment, the Delegate shall be responsible for liaising with the third party to ensure it has made the payment. The Centre for Health Education shall assume no responsibility for delay or failure of the third party to pay on behalf of the Delegate.

- 1.7. **Bank transfers.** The Centre for Health Education accepts no responsibility for any payment delay or errors as a result of bank transfers.

- 1.8. **Transfers.** No transfers shall be permitted.

1.9. Cancellations

- 1.9.1. At all times, the Centre for Health Education (CHE) reserves the right to cancel or postpone a session, course or programme, if it deems it necessary. In such an event, it will always notify the Delegate in writing. Delegates should not assume a course has been cancelled without first checking with CHE. In the event that the CHE should cancel a course, the CHE reserves the right to offer the Delegate a transfer or refund at CHE's sole discretion. Exceptionally, the CHE reserves the right to offer alternative means of remuneration or compensation, if a transfer or refund is not possible. If the CHE has not cancelled a course, and the Delegate fails to attend, it will be marked as a 'no show' and all fees paid shall be forfeit.
- 1.9.2. Delegates wishing to cancel their booking must make their request in writing to the Centre for Health Education. An e-mail shall suffice but shall only be considered a valid request if the cancellation notification originates from the same e-mail address registered by the Delegate at the time of booking.

- 1.10. **Refunds.** At all times, there shall be no refunds.

1.11. Pre-session arrangements

- 1.11.1. When registering for a seat on the Zoom sessions, participants must use their real name for identification purposes otherwise they will not be permitted to enter from the virtual 'waiting room'.
- 1.11.2. Professionalism is expected of all participants in regards to attendance. If a participant is not going to be able to attend, they are required to e-mail the admin team to send their apologies. If a participant is going to be late, they are required to message the teacher via the Masterclass Telegram group.
- 1.11.3. Zoom Room and Telegram. Participants are required to make sure that they can connect to the Zoom Room and have joined the Masterclass Telegram group, in advance of the live session.

2. IN-COURSE ISSUES

2.1. Online interaction

- 2.1.1. Delegates must enter the Zoom Room a few minutes before a live session and wait in the 'Waiting Room' until admitted by the teaching Faculty or Centre staff.
- 2.1.2. Delegates must mute themselves on entry into the Zoom Room. If a participant's background noise is felt to be disruptive to the learning or interaction within the session, the Faculty may (at their discretion) choose to mute the participant or eject them from the classroom entirely.
- 2.1.3. Delegates shall not show their video at any time during a session, unless specifically requested by the Faculty.
- 2.1.4. Delegates shall never demand that a Faculty member turns on their video.
- 2.1.5. Delegates shall not interrupt the Faculty during a session. They shall raise their hand if they wish ask a question of the Faculty and then wait for permission to speak, before doing so.
- 2.1.6. Delegates are required to keep their conduct professional at all times during a course or programme.
- 2.1.7. If a Delegate needs to leave mid-session, the Delegate is required to send a private Zoom message to the teacher so that the teacher does not waste time speaking to a Delegate who is not there.

- 2.2. **Removal or addition of delegates.** AT ALL TIMES, the Centre reserves the right to remove or add Delegates from a session/course/programme at its sole discretion. This is non-negotiable, even if the participant is a paid participant. The following are examples of reasons for removal from the Programme (the list is not exhaustive): late attendance at a previous session (without prior notification); non-attendance at a previous session (without prior notification); unprofessional or discourteous behaviour; breach of the 'House Rules'.

3. POST-COURSE ISSUES

- 3.1. **Session slides and notes.** Session slides may be reviewed and revised during or after a live session by the Faculty. The Faculty may or may not deem them suitable for release, at their discretion. Delegates are responsible for making their own notes during live sessions and shall not assume that slides or notes will be offered after each session
- 3.2. **Telegram.** Delegates are encouraged to interact on the Telegram group with their fellow learners. If the Faculty choose to come online and also interact, Delegates are requested to engage/respond at their earliest convenience. Immediate engagement/responses are not expected.
- 3.3. **Certification.** Delegates shall only be issued with a certificate of completion (for CME/CPD or career portfolio purposes) if they attend every session of a programme or course.

4. GENERAL ISSUES

- 4.1. **Confidentiality.** Delegates shall keep confidential anything they read, see or hear before/during/after sessions, course or programme. What is said or shared in the Programme stays in the Programme. This includes all forms of media and communication methods (e.g. e-mail, Telegram etc.)
- 4.2. **Intellectual Property.** All materials obtained by, issued to or accessed by Delegates as a result of their participation in a Centre for Health Education educational activity (e.g. session slides) are for their personal use only and shall at all times remain the sole property of the Centre for Health Education except where the materials are acknowledged by the Centre for Health Education to originate from an authorised third party source. Delegates agree not to record, copy, reproduce, cite, distribute, publish, display, modify, create derivative works, transmit, or in any way exploit any such materials without the express written permission of the Centre for Health Education. Furthermore, Delegates agree to not distribute any part of such materials over any network, including a local area network, sell or offer it for sale, or use such materials to construct any kind of database. Breach of this clause shall automatically invalidate any payments or future bookings made by the Delegate as well as forfeit any monies paid by them. Furthermore, breach of this clause may result in prosecution of the Delegate to the full extent of the law.

- 4.3. Communications.** The Centre for Health Education shall assume no responsibility for failure of arrival of communications that it sends to Delegates, e.g. via e-mail or post, for reasons out-with their control (e.g. Delegate's e-mail server filters the e-mail out into SPAM and the Delegate is not aware of the e-mail).
- 4.4. Legal entity.** The Centre for Health Education shall be recognised and accepted by the Delegate as the trading name of Training Consultancy Services Limited, the parent legal entity, for the purposes of legal identity and legal rights pertaining to its activities.
- 4.5. Force Majeure**
- 4.5.1.** Force Majeure shall be defined as an extraordinary event or circumstance which is beyond the control of either the Delegate or the Centre for Health Education, and is recognised by both parties as such.
- 4.5.2.** In the event of a Force Majeure, the Centre for Health Education shall be relieved of its obligations as outlined in these Booking Terms and Conditions. Any monies paid by the Delegate to the Centre for Health Education shall be deemed 'lost' under such circumstances and non-refundable.
- 4.6. Complaints and concerns.** Any issues of concern (including complaints) about a course (booking, attendance etc.) shall, in the first instance, be raised by the Delegate in writing to the Centre for Health Education administrator. If the matter cannot be solved to mutual satisfaction, the issue may then be escalated to the course director for the respective course. If the matter cannot be solved to mutual satisfaction, the issue may then be escalated to the Centre for Health Education Centre Director. Delegates may not take any further action once the Centre Director has made their decision which shall be deemed final and binding. In all matters of dispute, the Laws of Scotland shall prevail.