

MRCs Part B Online OSCE Preparation Course

Terms & Conditions

August 2017

"Floreo" means Floreo Associates Ltd. whose registered address is 86-90 Paul Street, London EC2A 4NE.

The contract issued by Floreo Associates Ltd. is between Floreo and the Client and is confirmed by the issue of a booking confirmation. Once a booking confirmation has been sent, a binding contract between the Client and Floreo which is governed by the Terms & Conditions of Floreo will prevail.

No other agreement or undertaking, either implied or promised, of any kind will be acceptable unless this has been expressly confirmed in writing by an authorised staff member of Floreo.

1. DEFINITIONS

"Agreement" means completion and acceptance of the Registration Form by Floreo.

"Registration Form" means the booking form issued to the Client by Floreo or obtained by the Client from the website.

"Fees" means the charges for the Clinical Assessment Crash Course and other Training Services set out in the Booking Form.

"the Client" means the client identified in the Registration Form. If the Client is a company, it will provide the name(s) of student(s) who will be enrolled for the Sessions and have paid the correct fees charged by Floreo.

"Clause" means a clause in these terms and conditions.

"the Date(s) for the Sessions" means the date(s) upon which the Sessions are to take place as set out in the Registration Form and website.

"Personal Data" means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to Floreo by the Client.

"Sessions" means the proposal for Training accompanying these terms and conditions

"the Trainer" means the person delivering the Sessions.

2. PROVISION OF THE SESSIONS

2.1 Floreo shall provide the Sessions on the Date(s) for the Sessions and in accordance with these terms and conditions and with reasonable care and skill.

2.2 Floreo reserves the right to notify in writing, up to 72 hours before the start of the Sessions, of any changes in location, date and time of the sessions. It shall not be liable for any delays caused.



2.3 All sessions must be booked in advance and clients must follow the instructions for joining the sessions. The full Fee due for the sessions should be paid prior to the start of the sessions as stipulated in Clauses 3 and 5.

2.4 All attendees to the Sessions are expected to behave reasonably throughout the Sessions.

2.5 Floreo reserves the right to remove an Attendee from the Sessions where in the opinion of the Trainer or Floreo staff, the attendee:

2.5.1. is behaving in an unreasonable manner, uses bad or offensive language or displays abusive behaviour.

2.5.2. if the cancellation of the sessions is made by Floreo before the commencement of the sessions, then a full refund of the Fee paid by the Client shall be made. However, if the delegate's participation is terminated after the commencement of the sessions, the no refund of the fee shall be made.

3. DELIVERY POLICY

Clients are able to book the Sessions and complete payment from the date at which they are published on the website until 24 hours before the start of the first Session. Dates for the Sessions are usually published 2-3 months before the start of the first Session.

4. TRANSFERS, CANCELLATION AND POSTPONEMENT

4.1 If an attendee identified in a Registration Form wishes to cancel or transfer to another session, the following fees shall be due:

Cancellation & Refund Policy: All fees refunded on written notice; Less than 48 hours from the start of a Session, **no refund.**

4.2 A substitute attendee may be provided at no additional cost.

4.3 Notification of any cancellation or transfer must be made in writing to the Officer in charge at Floreo's registered address or by email to cacc@floreo.co.uk.

5. ATTENDEES

5.1. The attendees who have paid for the Sessions will be attending the Sessions as clients of Floreo. Nothing in this agreement shall create or deemed to create, a joint venture, partnership or any other relationship besides that of a client of Floreo.

6. FEES AND PAYMENT

6.1 The Fee for the Sessions which are subject to a Registration Form shall be due immediately upon booking.



7. INSURANCE, LIABILITY AND ITS EXCLUSION AND LIMITATION

7.1 Clause 6 sets out the entire liability of and exclusion thereof by Floreo under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortious act or omission including negligence.

7.2 The Charges are determined on the basis of the limits of liability set out in these terms and conditions.

7.3 In no event shall Floreo be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

7.4 Subject to Clause 6.5, Floreo's liability shall not exceed the Charges.

7.5 Floreo and the Client shall indemnify each other against damage to tangible property, whether personal or real, and death or injury to persons to the extent caused by the negligence of the other party provided that:

7.5.1 the other party is immediately notified of any claim and has full power to negotiate and settle any claims;

7.5.2 the total liability of each party to the other for damage to tangible property, whether personal or real, shall be limited to £1,000,000 in respect of each event.

7.6 Each provision of this Clause shall survive independently.

7.7 Nothing in this Agreement shall operate to limit or exclude any liability of Floreo which may not be excluded and or limited by law.

7.8 Clause 6 shall apply before and after any termination of this Agreement.

8. ADVERTISING

8.1 Floreo may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 Floreo may store the names of the Attendees for the purpose of advising them of the availability of further sessions in the future.

9. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Agreement, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection



with this Agreement to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this Agreement.

10. DATA PROTECTION

10.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Floreo at all times to perform the Sessions without infringing any third party rights. Floreo shall not be liable for the delivery of the Sessions to the extent it is unable to due to a breach of this Clause.

10.2 Floreo warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect Personal Data and that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

10.3 From time to time, Floreo may work with third parties who may be interested in contacting our subscribers via written mailing. This could be due to similar interests or a product offering of relevance to the Sessions. We may provide our mailing list of subscribers to such third parties if we believe our subscribers would be interested in hearing from them.

11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in Floreo.

12. WARRANTY

Floreo whilst in carrying out the Sessions will exercise all reasonable skill and care to be expected of a professional organisation, experienced in such work.

13. HEALTH AND SAFETY

The parties shall comply with all applicable health and safety legislation and codes of practice.

14. RIGHTS ON TERMINATION

Accrued rights, Clauses 6, 7, 8, 9, 10, 11, 12, 13, 16 and 19 and rights by their nature intended to survive termination of this Agreement, shall survive any termination of this Agreement.

15. ASSIGNMENT

This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

16. FORCE MAJEURE

Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event



including, Act of God, refusal of licence (other than as a result of any act or omission of Floreo) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

17. NON-SOLICITATION

The Client shall not during the term of this Agreement and for 12 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Sessions by Floreo and/or its affiliates.

18. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and Floreo relating to the Sessions.

19. AGREEMENT AMENDMENTS

Any amendments to this Agreement shall be in writing.

20. EFFECTIVENESS

This Agreement shall be effective upon payment received by Floreo or signature of both parties or confirmation either verbally or in writing of the booked sessions date(s).

21. THIRD PARTIES

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

22. LAW

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

