

MGM Training

By booking your course place(s) through our website you ticked to agree that you are bound by the following terms and conditions of sale:

1. For the purposes of this course booking (service), you are a Business Customer and not a Consumer because your purchase of this course is in connection with your trade, business, craft or profession.
2. Should circumstances mean that you need to transfer to another of our courses then the following charges will apply dependant on notice given:
More than 6 weeks prior to course date £15 administration charge
3-6 weeks prior to course 50% of total course fee
Less than 3 weeks prior to course Full fee – i.e. no refund
Once a course is transferred no further refunds or course transfer options will be available
3. If you have to cancel your course and are unable to transfer your booking to another date at the time of cancellation, the following charges will apply:
More than 6 weeks prior to course date £15 administration charge
3-6 weeks prior to course 50% of total course fee
Less than 3 weeks prior to course Full fee – i.e. no refund
Once a course is cancelled no further refunds or course transfer options will be available
4. MGM Training has a duty to share information with regulatory bodies such as Local Councils, Environmental Health Departments, OFSTED, Care Quality Commission, etc. when there is a perceived risk to health or well-being. We shall also disclose information we store to assist regulatory and advisory authorities in their work.
5. By booking this course you confirm you have received sufficient course syllabus and accreditation information to ensure you have made the right choice of course type.
6. E-Learning and Blended Learning courses require the delegate to have a sufficient level of ICT competency to navigate to, log-on and follow the on-line instructions without assistance. E-Learning and Blended Learning courses require the delegate to have access to a high-speed internet enabled device; MGM Training Limited are not responsible for providing this equipment or internet access.
7. Blended learning course e-Learning element must be completed no later than 11 p.m. on the day before the classroom practical learning day. Should a delegate not finish and pass the e-Learning section before the classroom practical day, they will be unable to sit the classroom practical day with no refund or transfer of classroom day.
8. For courses held at your premises you agree to make adequate training space and resources for the training to take place;
(a) 47 square metres of clear floor space for 12 delegates (b) Chairs for delegates
(c) Access to working plug sockets (d) A clear wall for projecting
(e) Table and chair for our Trainer(s)
9. Force Majeure – Where a course is cancelled due to Force Majeure (circumstances reasonably beyond the control of MGM Training Limited) e.g. war, riots, floods, epidemic, pandemic, prolonged shortage of energy supply, explosions, strikes, lockouts, acts of state or government control impeding or prohibiting MGM Training Limited from performing its obligations. MGM Training Limited will provide comparable training to the Client, at a mutually agreed date within 12 months of the course cancellation. No refunds will be issued where courses are cancelled due to Force Majeure and No Transfer Fees will be charged.
10. Materials distributed during a training course: We may distribute materials during a training course that delegates can take away with them. All intellectual property rights to any such materials are owned by us.
11. Retention of our intellectual property: Participation in the training course does not confer any intellectual property rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of MGM Training Limited or in the materials referred to in clause 10.
12. Confidential information: In the event that we disclose any confidential information to you, you agree that you shall not at any time disclose to any person and such confidential information, except what may be required by law, court order, or any government or regulatory authority.

Mailing Address

Affinity Point
6-8 Arundel Road
Yiewsley
Middlesex
UB8 2RR

Registered Office

Ground Floor
The Maltings
Locks Hill
Rochford
Essex
SS4 1BB

Telephone

01895 434404

Company Registration

Registered in Cardiff
Number 4992182

E-Mail

info@mgmtraining.co.uk

Web Address

www.mgmtraining.co.uk

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13. The duties of a first aider can be physically demanding. For certification delegates must be able to meet our assessment criteria by demonstrating their skills during practical course assessment. The delegate must be able to kneel on the floor to administer CPR and put a casualty into the recovery position. Unfortunately, we are unable to certificate a delegate if they do not complete all practical assessments as per the criteria above. We cannot refund delegates who attend a course but fail to meet these criteria.
14. If a delegate does not attend a course, and has not previously informed us, the full course fee remains payable.
15. If a delegate arrives late for a course, or are absent from any session, we reserve the right to refuse to accept the delegate for training if we feel they will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable.
16. We reserve the right to refuse entry or ask a delegate to leave a course in the event they are deemed by our staff to be behaving inappropriately, or they refuse to participate in all elements of the training, or if they are under the influence of drugs and/or alcohol.
17. To be eligible to attend first aid at work requalification courses, delegates must be in possession of a valid certificate issued by an appropriate awarding body, which is 'in date' on the last date of the requalification course.
18. Delegates will require sufficient fluency in written and spoken English at national level 2 to cope with our courses. It is the responsibility of the delegate and Client to ensure they meet this requirement.
19. Certificates will be posted using the Royal Mail "Signed For" service once the course is complete and all outstanding invoices have been settled in full. In the case of certification from Awarding Bodies there maybe a delay in the despatch of your certificates while we wait for the Awarding Body to mark papers, prepare certificates and send them to us.
20. If you lose or do not accept delivery of your certificate you will be asked to pay £15 recertification cost.
21. Working time regulations prevent an employee working nights and then attending a day course straight after their night shift. Legislation states workers have the right of 11 hours break between shifts. We therefore cannot accept anyone for training who has worked in the last eleven hours. (Full details of working time legislation can be found on www.direct.gov.uk).
22. To prevent identity fraud, delegates are asked to provide photographic identification. Accepted forms of photographic identification are valid signed driving licence, valid passport, warrant card issued by HM Forces or Police, in date University student ID card or travel card (such as Oyster). Without photographic identity delegates will be able to sit the course, but not receive a certificate or take the assessment. Names on certificates will only be printed with first forename and surname exactly as they appear on photographic identity.
23. The Company (MGM Training Limited) agrees to provide training services to the Client, and the Client agrees to engage the services of the company.
24. These Terms constitute the contract between the Company and the Client and are accepted by the Client upon signature and return of the Terms by the Client to the Company.
25. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Company, these Terms prevail over any other terms of business or purchase conditions put forward by the Client.
26. No variation of, or alteration to, these Terms shall be valid unless agreed between the Company and the Client. The details of any variation shall be notified to the Client by the Company in writing (which shall include email) as soon as reasonably practicable, and such document (or email) shall state the date on or after which such varied terms shall apply.
27. The Client agrees to give the Company a list of delegates due to attend the training course 7 days prior to the training date. The Company reserves the right to turn away any extra delegates not on the course list.
28. All content within a course is provided for general information only and should not be treated as a substitute for the medical advice of a doctor or any other healthcare professional. MGM Training Limited is not responsible or liable for any diagnosis made by a user based on the content of the

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course. Always consult a GP or other relevant healthcare professional if you are in any way concerned about the health of any persons under your responsibility.

29. MGM Training Limited reserve the right to decline booking requests.
30. Except in respect of death or personal injury caused by the negligence of MGM Training Limited, MGM Training Limited shall not be liable by reason of any representation (unless fraudulent) or implied warranty, condition or other term, or any duty at common law under these Terms and Conditions, for any loss of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation.
31. MGM Training Limited's entire liability to the Client under or in connection with the Contract and the provision of Services shall not exceed the sum of twice the price paid by the Customer for the Services. Nothing in this paragraph is intended to exclude any liability on the part of MGM Training Limited for fraud.
32. These Terms and Conditions and any order which the Client places with MGM Training Limited to which these Terms and Conditions apply shall be governed by and construed in accordance with the laws of England and Wales
33. These Terms and Conditions are for all course purchases made on www.mgmtraining.co.uk with effect from midnight on 02 January 2021.

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