

# DEBORAH FORSYTHE CLINICS

## BOOKING DETAILS AND TRAINING COURSE INFORMATION

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IMPORTANT: Purchasing a Training Course indicates that you have read and understood the Terms and Conditions

You will be required to bring your professional body registration documents (eg. PIN, GMC, GDC) and a form of photo ID (passport, work ID card) as proof of identity on the day of the course otherwise you may not be allowed to participate in the practical section.

### TRAINING COURSE TERMS AND CONDITIONS

These terms and conditions apply to the use of this website and by accessing this website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this website.

Before you place an order, if you have any questions relating to these terms and conditions please contact our Customer Service Representatives by e-mail, or telephone the Deborah Forsythe Clinic, Harley Street, London.

### DEFINITIONS

- "Conditions" means these terms and conditions and any Special Conditions
- "Course" means a product or course displayed for sale on the Website, the terms product and course are interchangeable in some sections
- "Course Description" means that part of the Website where certain terms and conditions in respect of the individual Product or Course are provided
- "Special Conditions" means the terms and conditions in the Course Description
- "Users" means the users of the Website collectively
- "Personal Information" means the details provided by you on registration
- "We/us" means Deborah Forsythe Clinics
- "Website" means the website located at [www.deborahforsytheclinics.com](http://www.deborahforsytheclinics.com) or any subsequent URL which may replace it
- "United Kingdom" and "UK" means England, Wales, Scotland, Northern Ireland and the Channel Islands
- "You" means a user of this Website.

### USE OF THE WEBSITE

#### ACCESS

You are provided with access to this Website in accordance with these Terms and Conditions and any orders placed by you must be placed strictly in accordance with these Terms and Conditions.

## **OUR RIGHTS**

### **DESCRIPTION OF COURSES**

We will take all reasonable care to ensure that all details, descriptions and prices of Courses appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information including Course Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Course until your order is accepted in accordance with our order acceptance policy.

### **ORDERS**

Prices & descriptions may be updated from time to time and are subject to change. You must ensure that prior to placing an order you have checked all relevant details about the services you have selected. We cannot confirm the price of a course until your order is accepted in accordance with our Order acceptance policy. Details of this policy can be found in the "Contract creation and electronic contracting" below.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

### **CONTRACT CREATION AND ELECTRONIC CONTRACTING**

The technical steps required to create the contract (order acceptance policy) between you and Deborah Forsythe Clinics are as follows:

- You place the order for your course with Deborah Forsythe Clinics by authorisation of a valid credit card and/or cleared cheque.
- Your order constitutes an offer to us to buy our Course(s)
- We will send to you an order acknowledgement email detailing the products/courses you have ordered. This is not an order confirmation or order acceptance from Deborah Forsythe Clinics.
- Order acceptance and the completion of the contract between you and Deborah Forsythe Clinics will take place on the completion of course unless we have notified you that we do not accept your order or you have cancelled it in accordance with the instructions in Change or cancel your order.

Non-acceptance of an order may be a result of one of the following:

- Our inability to obtain authorisation for your payment.
- The identification of a pricing or course description error.

All disputes arising from this contract shall be governed by English law and statutes.

### **PAYMENT**

All Training Course prices are exclusive of VAT at the current rates and are correct at the time of entering the information onto the system. Payment can be made by any of the methods specified will be debited and cleared from your account as set out in the Payment section of this Website.

You confirm that the credit or debit card being used is yours.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

## **REFUSAL OF TRANSACTION**

We reserve the right to withdraw any Training Courses from this Website at any time and/or remove or edit any materials or content on this Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of: our withdrawing any Training Course from this Website whether or not that Training Course has been sold; removing or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

By making an offer to purchase a Training Course, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your debit or credit card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## **COURSE TRANSFER OR CANCELLATION**

We hope you will be pleased with your purchase. If for any reason you are unable to attend the course you have booked, we will be happy to transfer your booking to another course or give you a refund. The following tables highlight course transfer and cancellation charges outside this window. Cancellations or transfers should be notified in writing either by fax, letter or by email

### **COURSE TRANSFER**

The following charges are applicable when transferring a course:

Course Transfer	Fee
14 working days before the course	10% admin fee
1-13 working days before the course	25% admin fee

### **COURSE CANCELLATION**

The following charges are applicable when cancelling a course:

Course Cancellation	Fee
14 days before the course	10% admin fee
0-13 days before the course	100% of the course fee

### **NOTE:**

- No transfers or cancellation can be made once the course has started.
- If we cancel the course for any reason, we will offer you the choice of a transfer to alternative dates and/or location as available or give you a full refund. We will not cover any travel costs incurred.

- Whether you choose to transfer or cancel a course or we cancel a course, Deborah Forsythe Clinics will not be liable for any cost incurred by you in arranging travel to and from the course or accommodation during the course.
- We will only permit you to transfer your course date once per course
- In the event of a course transfer, the cancellation policy remains related to the original course date booked

## **GENERAL**

### **INTELLECTUAL PROPERTY AND RIGHT TO USE**

- You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### **COMPLIANCE WITH LAWS**

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

### **LIMITATION OF LIABILITY**

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy.

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Training Courses.

This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

Our liability in connection with any Training Course(s) purchased through our Website is strictly limited to the purchase price of that Training Course.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

- any loss of goodwill or reputation; or
- any special or indirect losses, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Deborah Forsythe Clinics will not be liable for the Training Course content of self-employed tutors and any damages incurred that may occur during their course or as a result of their tutoring. We will also not be liable whatsoever for procedures that you do after any course has ended. Their views may not be representative of the company. Furthermore Deborah Forsythe Clinics will not be liable for any cost incurred by you in attending our courses such as travelling to and from the course or accommodation during the course.

## **ENTIRE AGREEMENT**

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Your Statutory Rights are not affected by these terms and conditions.

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

## **FREQUENTLY ASKED QUESTIONS (FAQ)**

### **WHAT DO I GET WHEN I BOOK A COURSE?**

You will get a confirmation receipt and venue details via email. If the venue is not confirmed when booking, a map and venue details will be e-mailed as soon as confirmed. Pre-course material will be sent to you by mailed or emailed to you near the time of the date of the course. It is your responsibility to ensure that your email account accepts emails from [info@deborahforsytheclinics.com](mailto:info@deborahforsytheclinics.com).

### **DO I GET A RECEIPT?**

Yes, you will get this via email when you book. Please keep this safe as you may need it for reimbursement or tax purposes.

### **DO I RECEIVE ANY SUPPORTING COURSE MATERIAL?**

Your course material will be handed out at registration on the first day of the course. You may be given extra handouts throughout the course.

### **I NEED A CERTIFICATE OF ATTENDANCE, HOW DO I OBTAIN ONE?**

You will receive a Certificate of Completion/Attendance at the end of the course. It does not constitute that you are competent to do the procedure.

### **WHERE IS THE VENUE FOR THE COURSE?**

Venue details are sent out with your booking pack, alternately if you click on the information button on the specified course on the web site, you can see links to the map and directions to the venue which you can print out if necessary.

## **COMPLAINTS PROCESS**

### **ONLINE**

If you are not satisfied with the level of service you receive online, please do let us know by contacting us as above. If you are still dissatisfied with our response, then contact our Sales & Marketing Manager at [info@deborahforsytheclinics.com](mailto:info@deborahforsytheclinics.com).

### **AT THE COURSE**

If you are not satisfied with the level of service you receive at our course, please discuss the issue with the Deborah Forsythe Clinics Representative at the event at the earliest opportunity rather than waiting for the event to finish. This will allow us to take corrective action immediately if possible. We hope that any complaint you have may be easily resolved.