

# Non-Medical Authorisation of Blood Components Course – Virtual

## TERMS AND CONDITIONS

By submitting the NMA Application Form, the delegate agrees to be bound by the following terms and conditions:

### 1) Attendance

- I) Where a programme requires attendance on a range of dates, the delegate will be available to attend all dates.

### 2) Cancellations

- I) All requests for cancellations must be received in writing to [PBM.Team@nhsbt.nhs.uk](mailto:PBM.Team@nhsbt.nhs.uk).
- II) Cancellations will become effective on the date of written confirmation being received.
- III) The appropriate cancellation fee will apply based on the cost of the booking, as shown below.

Calendar days' notice before the start date of the programme	Refund applicable
15 calendar days or more	Full refund
Between 0 and 14 calendar days (inclusive)	No refund will be given

### 3) Non attendance

- I) If the delegate fails to attend or complete the programme, 100% of the programme fees are payable.

### 4) Substitutions

- I) If a delegate cancels their attendance within the period which is non-refundable we will allow for substitutions.

### 5) Programme changes

- I) It may be necessary for reasons beyond NHS Blood and Transplant's control to alter the venue, delivery, content, speakers, or the timing of the programme.

- II) NHS Blood and Transplant will endeavour to keep the delegate informed of such changes but any unavoidable change to the programme will not constitute a reason to refund the programme fee.
- III) Should the programme be postponed, NHS Blood and Transplant will endeavour to reschedule or offer delegates places on alternative available courses.
- IV) If, for reasons beyond NHS Blood and Transplant's control, the programme is cancelled, a full refund will be made.
- V) NHS Blood and Transplant do not accept any liability for any incurred costs resulting from a postponement or cancellation.
- VI) The delegate is responsible for their equipment provisions and by confirming their attendance they confirm that they have the technical capability to join the course.

## **6) Programme fee (if applicable)**

- I) Once a booking has been confirmed by NHS Blood and Transplant, payment must be received before the start of the programme or within 30 days of invoice date, whichever occurs sooner.
- II) Payment by BACS shall be to Account: NHS Blood Transplant, Sort code 60-70-80, A/C No.10009272 (Quoting 55800/1381/Surname/First Name)
- III) The programme fee does not include refreshments, lunch, travel costs or accommodation unless otherwise stated at the time of booking.
- IV) VAT will be applied to all financial transactions with the exception of cancellation charges.

## **7) Data protection**

- I) Delegate details will be held by NHS Blood and Transplant to enable us to administer the booking, joining instructions, attendance, and payment details.
- II) Information will not be disclosed to any third party other than NHSBT's contracted data processors.
- III) When the delegate withdraws their application, we will delete the application in its entirety.

## **8) Intellectual property**

- I) "Intellectual Property Rights" means all and any patents, copyrights, trademarks, design rights, service marks, domain names, registered designs, utility models, inventions, know-how, database rights, unregistered trademarks and service marks, trade and business names, including rights in any get-up or trade dress, confidential formulae and any other intellectual property rights and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights.
- II) The delegate acknowledges that NHS Blood and Transplant or its licensors owns all rights, title, and interest in the programme materials, the programme

and the speeches made by all trainers all of which are protected by the relevant Intellectual Property Rights, whether adapted, written for or customised for the delegate or not.

III) The delegate is not authorised to:

- a) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the programme materials without prior written permission;
- b) record on video or audio tape, relay by videophone or other means the programme given;
- c) use the programme materials in the provision of any other course or training whether given by us or any third party trainer;
- d) remove any copyright or other notice of NHS Blood and Transplant on the programme materials;
- e) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the programme.

Breach by the delegate of this clause 9. II. shall allow NHS Blood and Transplant to immediately terminate these terms and conditions with the delegate and cease to provide the delegate with any service, including but not limited to access to the programme.

IV) In consideration of the fees paid by the delegate, we grant the delegate a limited, non-transferable, non-exclusive licence to use the programme materials and the software in respect of the programme for the sole purpose of completing the programme.

## **9) Confidentiality**

- I) “Confidential Information” means information, data and material of any nature provided by one party to the other concerning, but not limited to, the business, clients, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the programme materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.
- II) Each party shall keep the other party’s Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.
- III) Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.
- IV) This clause shall continue notwithstanding termination of these terms and conditions.

## **10) Liability**

- I) Although NHS Blood and Transplant aims to provide the programme to the highest standards, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programme or programme materials and any reliance by the delegate on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of these terms and conditions.
- II) Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply. Subject to clause 10. IV. no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
- III) Subject to clause 10. IV. below, NHS Blood & Transplant's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the programme (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the programme fees received by NHS Blood and Transplant in connection with the relevant programme in relation to which a dispute has arisen.
- IV) Nothing in these terms and conditions shall exclude or limit NHS Blood & Transplant's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

## **11) Entire agreement**

- I) This is the entire agreement between the delegate and NHS Blood and Transplant. The delegate acknowledge that she/he has not relied on any statement, promise or representation or assurance or warranty that is not set out in these terms and conditions.