

# ECG General Terms and Conditions Training & PGD's

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Emergency Care Gateway Limited t/a ECG Version: 7/NPA

These ECG General Terms & Conditions ("T&Cs") are issued by Emergency Care Gateway Limited ("ECG") to its clients ("Client").

By continuing, you are agreeing to comply with, and be bound by, the following T&Cs if you use ECG's websites, or expressly agree to these T&Cs in the course of a training booking, business transaction, or other organisational project. By so doing, you bind both yourself, the individual, and the company or any other legal entity that is responsible for operating that business or organisational project, to these T&Cs.

In these circumstances, references to "you" or "your" in these T&Cs are to both the individual user and the relevant person, company or legal entity (unless the context requires otherwise), and "our" or "we" refers to ECG.

## 1. General

- 1.1. These T&Cs apply to all quotations, bids, tenders, or purchase of ECG's services including but not limited to; training, eLearning, Patient Group Directives (PGDs), staffing, and supplies.
- 1.2. Any Client, supplier or partners' general T&Cs are not recognised, unless otherwise agreed in writing.
- 1.3. Any Individual carrying out work under ECG PGDs agrees to work strictly in accordance with the requirements set out in each individual PGD.
- 1.4. We reserve the right to amend these T&C's from time to time and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these T&Cs.
- 1.5. Amendments and supplements to these T&Cs, and all statements, agreements, alterations and other particulars and arrangements must be done in writing and agreed by ECG. This applies in particular to any commitments made by ECG's employees or representatives, or others assisting it in performing its obligations. Ancillary agreements made in any way, to reservations, amendments and supplements shall only be valid subject to written confirmation from ECG. This shall also apply to any waiver of this requirement for written form.

## 2. Quotations, Bids and Tenders

- 2.1. Concepts and ideas submitted to you by ECG are of a confidential nature, protected by Copyright Law and are submitted to you on that understanding. No use shall be made of the said concepts and ideas, including communication to a third party, without ECG's express prior written consent. ECG will retain ownership of said presented concepts unless agreed in writing.
- 2.2. All information included in ECG's quotations, bids and tenders is termed confidential and all parties undertake to keep secret all and any information made accessible to them. All parties undertake not to record, disclose, or otherwise exploit such information other than is required to achieve the purpose of the contract.  
Unless stated otherwise, ECG's quotations, bids, and tenders, are expressed to be exclusive of VAT which, where applicable, shall be paid at the rate and manner prescribed by law.
- 2.3. ECG's quotations, bids, and tenders are not binding. ECG reserves the right to alter its quotations, bids, and tenders until such time as they are accepted by the Client. Quotations are valid for 30 (thirty) days but would be subject to change in light of any significant amendments to the conditions that the quotation, bid, or tender is based upon.
- 2.4. ECG's quotations, bids and tenders are based on the information provided and detailed therein. Any changes or omissions that may affect the quoted fees and terms of ECG's quotation, bid, or tender should immediately be brought to the attention of ECG so that a revised quotation can be provided.
- 2.5. Once a valid quotation, bid, or tender is accepted by the Client, where required, a contract may be prepared specifying the actual services to be provided including the relevant terms and actions.
- 2.6. In these instances, the contract must be signed and countersigned before the activity commences. Until the contract is concluded, ECG is entitled to rescind the preliminary agreement if there is any substantial deterioration in the Client's assets, or if ECG subsequently gains knowledge of a poor financial position jeopardising ECG's receivables.

- 2.7. If, despite acceptance of the quotation, bid, or tender by the Client, a contract between ECG and the Client is not brought about due to the Client's fault, or if the preliminary agreement is terminated or rescinded, ECG may demand compensation to the amount of 10% (ten percent) of the quoted fees plus any and all costs incurred by ECG on behalf of the Client in facilitating the other services.

### **3. Use of ECG's Websites**

- 3.1. Our Privacy Notice (accessible on our website) sets out the terms on which we process any personal data, may that be data collected from you, or that you provide to us when using the website. Our Privacy notice also sets out information about the cookies we use on our websites. By using our websites, you consent to such processing, and you warrant that all data provided by you is accurate.
- 3.2. The content of the pages of our websites are for your general information and use only. It is subject to change without notice.
- 3.3. These T&Cs shall govern your use of our websites.
- 3.4. By using our websites, you accept these T&Cs in full; accordingly, if you disagree with these T&Cs wholly or in part, you must not use our websites.
- 3.5. Your use of any information or materials on our websites are entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through our websites meet your specific requirements.
- 3.6. From time to time, our websites may also include links to other websites. These links are provided for your convenience only and in order to provide further information. They do not signify that we endorse the website(s). We are not responsible for the content of the linked website(s) and we accept no responsibility or liability for them or for any loss or damage that may arise from your use of them.
- 3.7. We may revise these T&Cs from time to time. The revised T&Cs shall apply to the use of our websites from the date of publication of the revised T&Cs on the websites, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these T&Cs.
- 3.8. Your use of our websites and any dispute arising out of such use of our websites are subject to the laws of England and Wales.
- 3.9. All trademarks reproduced on our websites, which are not the property of, or licensed to the operator, are acknowledged on the websites.
- 3.10. Except as expressly permitted by these T&Cs, you will not edit or otherwise modify any material on our websites, republish material from our websites (including republication on another website), sell, rent or sub-license material from our websites, show any material from registered user/s section/s of our websites in public, exploit material from our websites for a commercial purpose, and redistribute material from our websites. Failure to adhere to these terms would be considered a breach in accordance with Clause 10.
- 3.11. You must not use our websites in any way or take any action that causes, or may cause, damage to the websites or impairment of the performance, availability, or accessibility of the websites, or use our websites in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 3.12. You must ensure that all the information you supply to us through our websites, or in relation to our websites, is accurate and not misleading.

### **4. Bookings, PGDs and Payments**

- 4.1. We do not accept provisional bookings. Unless expressly agreed, or stipulated otherwise within our quotation, bid or tender:
- 4.1.1.1. Bookings must be made online using our secure booking system.
- 4.1.1.2. eLearning purchases must be made online using our secure booking system.
- 4.1.1.3. Some bookings and eLearning purchases can be arranged via an ECG Account Manager, who will access the online secure booking system, on the clients behalf.
- 4.1.1.4. PGD purchases made online are paid using our secure payment system.
- 4.1.1.5. Group PGD invoices are to be paid within 7 working days.
- 4.1.1.6. Payment must be via credit or debit card. In cases where ECG has agreed for an invoice to be raised, payment must be paid via credit, debit card or by BACS.
- 4.1.1.7. Per PGD Bundle offer purchased (buy 4 get 5<sup>th</sup> free) is for one identified pharmacist only.
- 4.1.2. To book a place on a face-to-face (open) course, full payment must be received by us no later than 7 days before the date of the course commencement. An email will be sent to you within 2 (two) working days, confirming your booking details.
- 4.1.3. When placing a booking, online webinar booking or purchasing eLearning through our website, the following points are important to ensure the delegate/s receive information correctly:
- The delegate/s details, the individual/s attending or completing the course must be declared within the 'Order Notes' section, if different from the individual purchasing. Ensure the delegates/s actual email address/s have been provided in the 'Order Notes', this is to ensure the delegate/s

receive the booking or eLearning confirmation directly. If unsure of any details, please contact [npa@ecgtraining.co.uk](mailto:npa@ecgtraining.co.uk) for assistance. When placing a PGD order through the website, the User must complete the fields requested which will include the following details:

- Company name
  - Company address
  - The individual (who requires the PGD)'s full name
  - Telephone number
  - Unique individual email address (not a generic company email)
  - General Pharmaceutical Council (GPhC) and/or other professional registration number
  - Superintendent's Full name
  - Superintendent's registration number.
- Delegates will be required to show a form of identification, such as a driving license, passport, or bank card, clearly displaying their name, when attending face to face courses.
  - For the avoidance of doubt, if an attending delegate is not registered and/or payment has not been received, the delegate will not be permitted to undergo the training.
- 4.1.4 Once the purchase is complete, the delegate/s will be registered onto our online learning platform. An email will be generated automatically, to the given email address/s confirming the login details to ECG's online learning platform. This enrolment can take up to 2 working days.
- 4.1.5 All fees shown on our websites are exclusive of VAT, which shall be paid at the rate and manner prescribed by law and added at checkout.
- 4.1.6 Those Clients wishing to pay via telephone do so at their own risk and will be required to provide details to ECG staff, to allow payment to be processed. Payments are processed via Worldpay online via Stripe or PayPal. ECG will only use the data for making customer bookings, no card details are stored.
- 4.1.7 For training purchases made by a company or individual for multiple delegates ("Group Booking"), if expressly agreed by ECG in writing, ECG will invoice the appointed contact ("Group Lead"), responsible for the Group Booking, at their earliest convenience. In respect of pharmacy groups purchasing training and PGDs, fees are charged per pharmacist.
- 4.1.8 Minimum delegate/ user information is required for face-to-face training/Group Bookings or any purchase of PGDs. Failure to provide this information will prevent ECG from communicating with delegates regarding course arrangements, including possible cancellations. In this instance, the Group Lead assumes full responsibility for passing instructions and/or notices to the individual delegates.
- 4.1.9 Full course fees must be settled 7 working days prior to course date. ECG reserves the right to cancel or postpone training if payment terms are not met.
- 4.1.10 Full invoicing information must be provided at point of booking. Bookings will not be confirmed until the invoicing information is provided.
- 4.1.11 Failure to make the payments due within the specified times may result in access to the services being suspended.
- 4.1.12 Payment terms table:

Payment terms	For bookings made MORE than 7 working days before course date	For bookings made LESS than 7 working days before course date
ECG reserve the right to cancel or postpone training if payment terms are not met.	Fees to be paid in full no later than 7 working days before the course date.	Fees to be paid in full upon booking.

## 4.2. PGDs

- 4.2.1 ECG's Independent Medical Agency (IMA) creates the PGDs and complies with current clinical guidance and regulations.
- 4.2.2 ECG's PGDs and all reviews are managed by ECG's IMA.
- 4.2.3 If an update to a PGD is required, the PGD will go through ECG's document control process.
- 4.2.4 If there has been an update to a PGD, you will be notified by email. Within this communication, an updated PGD will be shared with you.

- 4.2.5. Once ECG has communicated PGD updates, The user is responsible to use the updated PGD.
- 4.2.6. ECG will send communication by email 1 month before PGDs are about to expire to notify the purchaser of a PGD's expiry. (Month 11)
- 4.2.7. PGD orders take up to 72 hours to complete upon receipt of payment if ordered through an account manager. PGD orders made through the website will be issued automatically.
- 4.2.8. PGD orders are completed on business working days. ECG's office opening hours are Monday – Friday 08:30 -17:00.
- 4.2.9. Once you have purchased an ECG PGD, you commit to:
- Using the PGD within a registered premises (GPhC, PSNI, CQC and or approved assessed offsite locations) with the appropriate insurance for each provision.
  - By signing the PGD, the Provider and Healthcare Professional agree to use the document strictly in accordance with requirements set out in each individual PGD
- 4.2.10. Breach of use/ payment will invalidate your PGD. ECG will automatically remove your rights without further notice and you are required to stop the use of ECG's PGDs .
- 4.2.11. ECG reserve the right to terminate your PGD.
- 4.2.12. If ECG terminates your PGD:
- You are required to immediately stop using the PGD.
  - Communication will be by email and letter
- 4.2.13. In the event of a breach by you of any of your warranties, undertakings and obligations, ECG shall not be held liable for:
- Any loss of profits
  - Loss of business
  - Economic loss
  - Medicines supply issues
  - Consequential loss, costs, damages, charges or expenses however arising.
- 4.2.14 Premises PGDs are 'site' specific and once authorised by the superintendent or clinical lead, can be used by all the pharmacists and other eligible registered healthcare professionals who work in that pharmacy premises.
- 4.2.15 Premises PGDs are not transferrable between different locations, branches or sites, but you can still operate off-site clinics such as at care homes.
- 4.2.16 To add pharmacists and other eligible registered healthcare professionals (including locums) to the list of authorised users, the superintendent is responsible for ensuring all individuals meet the necessary requirements.

## **5. User Accounts and Training Records**

- 5.2. Your registration and attendance details of any face to face /webinar training bookings will be held securely by ECG for 3 (three) years in our training records, in case of queries, relating to the booking. You can request deletion of your data in accordance with our Privacy Notice.
- 5.3. User Accounts are created for website orders by the authorised user at the time of purchase.
- 5.4. Clients must immediately inform us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 5.5. Clients are responsible for the security and proper use of their user IDs and passwords which are used in connection with our websites and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to any third parties.
- 5.6. You must not use your account or user ID for or in connection with the impersonation of any person.
- 5.7. Clients must not change or attempt to change a user ID. In the case where a user has forgotten or lost a password or user ID, they must contact ECG and satisfy such security checks as we may operate.
- 5.8. We reserve the right to suspend user ID and password access to the websites if at any time we consider that there is or is likely to be a breach of security.
- 5.9. We reserve the right to require registered users to change any of the passwords used by users in connection with the websites.

## **6. Cancellation and Refunds; including PGDs**

- 6.1 On purchasing either an online training product or booking to attend a course, you have the right to cancel and receive a refund subject to clauses 6.2, 6.4, 6.5, and 6.6.
- 6.2 A cancellation request should be made in writing by email to [npa@ecgtraining.co.uk](mailto:npa@ecgtraining.co.uk)
- 6.3 We will require details of:
- the course and order number
  - a reason for the cancellation
  - how the payment was made
- 6.4 We will contact you by email to confirm any refund details, if applicable, within 3 (three) working days of receipt of your refund request. You will then receive the credit within 7 (seven) working days, depending on your card issuer's policies.

- 6.5 Funds will be returned to the card account that was used to make the original purchase. PayPal payments will be refunded to the same account from which the payment was made. In the case of payments made by BACS or cheque, our accounts department will email to confirm the process for refunds.
- 6.6 We are not able to offer any refund for an online course should the registration have been completed, even if the training materials and post course test have not been completed.
- 6.7 Non-attendance of a face-to-face (open) training course will be treated as a cancellation without notice and no refund will be given and no rearrangement of the training date will be made; the Client will be asked to create a new booking.
- 6.8 In the case of lateness to the training course, there is a risk that they may not be permitted to continue with the session. The decision will be at the trainer's discretion, based on the duration of the delay and the amount of content already covered. Missing significant portions of the course may result in being unable to meet the requirements for successful completion. In such cases, the delegate would need to re-enrol and repurchase the course to fulfil the necessary requirements.
- 6.9 Except in the case of non-attendance, or cancellations made within 4 (four) working days of the course taking place, delegates wishing to cancel will be given the choice of a refund or a rearrangement of the training to an alternative, suitable date. Should the delegate choose a refund, the percentage of the course fee paid, will be made on the following notice period basis:

Refund and/or rearranging of a confirmed booking	If received no later than 10 (ten) working days or more before course commencement	If received within 5 (five) – 9 (nine) working days before course commencement	If received within 4 (four) working days or less before course commencement
Refund percentage due of the course fee, for cancellation of a course by a delegate or Group Lead:	100% refund or rearrangement of training date	50% refund or rearrangement of training date	0% refund and no rearrangement of training date

- 6.10 Delegates on a Group Booking must inform their Group Lead if they are not able to attend. The Group Lead must notify ECG in accordance with clause 6.2 and the cancellation will be subject to the same notice periods as detailed in clause 6.6.
- 6.11 In the unlikely event that a trainer cannot sign off a delegate's competence, we would support them in gaining all the necessary skills, and where possible, an alternative date will be offered for further training at the delegates expense. No refund will be made in this instance.
- 6.12 PGD refunds are not available.  
We will require details of: username, details of the PGD, order number, a reason for the cancellation and how the payment was made.
- 6.13 When purchasing PGDs, please check your eligibility and training options first, as we will not be able to issue a refund for these purchases.

## 7. Trainer Absence/Cancellation by ECG

- 7.2 Should it be necessary for ECG to cancel or reschedule any training course, we will inform you at the earliest opportunity. You will be further contacted by our representatives within 14 (fourteen) days from the date of cancellation, with alternative arrangements.
- 7.3 In the event of trainer absence due to illness or other incapacity, an alternative date will be arranged, you will also be entitled to claim compensation in accordance with clause 7.4.
- 7.4 In the event of circumstances that would affect the training taking place, including but not limited to, venue issues; equipment loss or failure; or an outbreak of an infectious disease such as Covid- full responsibility, and no compensation shall be payable.
- 7.5 Should cancellation by ECG be necessary, you will be entitled to claim compensation on the following notice period basis, subject to clauses 7.2 and 7.3, table breakdown shown below:

Rescheduling by ECG of a confirmed booking	If made more than 24 (twenty-four) hours before course commencement	If made within 24 (twenty-four) hours of the course commencement	If made on the day of the course

Compensation percentage of the course fee:	0%	15%	25%
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- 7.6. Where applicable, you will be given access to associated or related online training modules within 2 (two) working days of the cancellation, whilst an alternative date and/or venue is arranged. For the avoidance of doubt, the related online training modules will not replace the physical training but will be supplementary e-learning, offered as a goodwill gesture.
- 7.7. If it is not possible to arrange an alternative date and/or venue, a full refund of the course fee will be provided, less any compensation fees already paid in accordance with clause 7.4.

## **8. Limitations and Exclusions of Liability**

- 8.2. Nothing in these T&Cs will:
- 8.2.1. Limit or exclude any liability for death or personal injury resulting from negligence.
  - 8.2.2. Limit or exclude any liability for fraud or fraudulent misrepresentation.
  - 8.2.3. Limit any liabilities in any way that is not permitted under applicable law.
  - 8.2.4. Exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these T&Cs, except to the extent permitted by law.
- 8.3. The limitations and exclusions of liability set out in these T&Cs govern all liabilities arising under these T&Cs or relating to the subject matter of these T&Cs, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 8.4. ECG will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control
- 8.5. ECG will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.
- 8.6. ECG will not be liable to you in respect of any loss or corruption of any data, database, or software.
- 8.7. ECG will not be liable to you in respect of any special, indirect, or consequential loss or damage.

## **9. Intellectual Property**

- 9.2. All Intellectual Property rights for the services of ECG.; no changes and/or amendments are permitted to be made to any content therein.
- 9.3. Any attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the services will constitute an illegal act.

## **10. Breaches of these T&Cs**

- 10.1 Without prejudice to our other rights under these T&Cs, if you breach these T&Cs in any way, or if we reasonably suspect that you have breached these T&Cs in any way, we may temporarily suspend your access to our training and/or our websites, permanently prohibit you from accessing our training and/or our websites, and block computers using your IP address from accessing our training and/or our websites. We further reserve the right to commence legal action against you, whether for breach of contract or otherwise
- 10.2. Where we suspend or prohibit or block your access to our websites or a part of our websites, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **11. Severability**

- 11.2. If a provision of these T&Cs is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 11.3. If any unlawful and/or unenforceable provision of these T&Cs would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **12. Complaints**

- 12.1. Clients who wish to make a complaint regarding their service should email: [npas@ecgtraining.co.uk](mailto:npas@ecgtraining.co.uk)
- 12.2. ECG will provide an acknowledgement of the complaint within 10 working days, unless a full response can be completed within 30 working days.

### **13. Contact Us**

[npa@ecgtraining.co.uk](mailto:npa@ecgtraining.co.uk)

Telephone:

01908 566474

ECG, The Gatehouse Bradwell Abbey, Alston Drive, Milton Keynes MK13 9AP