****

**SAGE & THYME® UK 2019 Study Day Booking Form**

**Wednesday 27th November 2019, Wythenshawe Hospital, Manchester**

|  |  |
| --- | --- |
| Surname |  |
| First name |  |
| Job title  |  |
| Department |  |
| Organisation  |  |
| Address***(if not employed by Manchester University NHS Foundation Trust (MFT)*** |  |
| Email address |  |
| Phone number |  |
| Please state if you are a SAGE & THYME facilitator and also which licence(s) you come under **(*if you are not a facilitator please state your reason for attending*)** |  |
| Invoice address***(if not employed by MFT)*** |  |
| Purchase order (PO) number **(£60 before 16/10/19 - £80 from 17/10/19 per delegate**) – **(*Please check with your finance department and state if your organisation does not need to issue a PO number)*** |  |
| Dietary requirements – **(*please state any allergies, etc)*** |  |
| Disabilities – **(*please state if any)*** |  |
| Do you have any topics to suggest for the discussion session? **(*if yes, please specify)*** |  |
| **Data Protection:**We will only process information relating to you as long as there is a lawful basis and it is necessary to do so. Please see our privacy notice for more information: <http://www.sageandthymetraining.org.uk/privacy-notice>MFT may contact you from time to time with information on other workshops, courses and events that it runs related to SAGE & THYME. MFT believes this falls under the lawful basis of legitimate interest, as such contact provides crucial or helpful information (such as changes to the SAGE & THYME training programme, other training to improve SAGE & THYME facilitator skills, information on how other organisations are using SAGE & THYME). Under no circumstances will MFT share your contact details with any other organisations for marketing purposes. |

**Please complete and return via email to** **sageandthyme@mft.nhs.uk**

 **by Friday 25th October 2019**

**SAGE & THYME® Training Booking Terms and Conditions**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Recitals**

Manchester University NHS Foundation Trust (MFT) runs training on the SAGE & THYME® model in the form of SAGE & THYME Foundation Level courses and SATFAC courses, and other such courses arranged from time to time related to the SAGE & THYME model. These Terms and Conditions cover the booking of these courses.

1. **Definitions and interpretation**
	1. In these Terms and Conditions, the following expressions shall have the meanings as defined below:
		1. “**Agreement**” means these Terms and Conditions together with any accepted Booking Form;
		2. “**Booking Confirmation**” means the information provided by MFT to the Customer when confirming a booking of a place on a Course and/or a booking of a Course at a Training Location organised by the Customer;
		3. “**Booking Form**” means the form issued by MFT for the purpose of registering a Delegate for a Course;
		4. “**Course(s)**” means the SAGE & THYME Foundation Level training course and/or the SATFAC course for SAGE & THYME facilitators, and other such courses arranged from time to time related to the SAGE & THYME model;
		5. “**Course Fee**” means the charges set out in the price list published by MFT from time to time;
		6. “**Course List**” means the list of Courses available published by MFT from time to time;
		7. “**Customer**” means the customer named on the Booking Form;
		8. “**Delegate**” means the person nominated by the Customer as identified in the Booking Form;
		9. “**Personal Data**” means personal data relating to a Delegate who can be identified from that data;
		10. “**SATFAC**” means the course that teaches delegates how to be facilitators of the SAGE & THYME foundation level workshop;
		11. “**The Trainer**” means the person delivering the Course;
		12. “**The Training Location**” means the place at which the Course is to be provided as set out in the Course List or as otherwise agreed between the parties;
		13. “**MFT**” means Manchester University NHS Foundation Trust that has agreed to provide the Courses in accordance with these conditions.
	2. The headings are for convenience only and shall not affect the interpretation of this Agreement.
	3. Reference to the singular includes the plural and vice versa unless the context requires otherwise.
2. **Registration**
	1. A Booking Form constitutes an offer by the Customer to participate on the Course(s) specified in such Booking Form. Such offer shall not be deemed to be accepted by MFT unless and until MFT confirms acceptance in writing (by e-mail or letter). The Customer shall contact MFT if a booking confirmation has not been received within 7 to 10 days before the date of the Course.
	2. No variation to the Booking Form and/or the Booking Confirmation shall be binding unless agreed in writing between the authorised representatives of the Customer and MFT. For the avoidance of doubt, no variation to the Booking Form and/or the Booking Confirmation agreed via telephone shall be binding unless confirmed to the Customer by MFT in writing or by e-mail.
3. **Price and payment**
	1. The Course Fee is exclusive of any Value Added Tax, which may be chargeable and which shall be payable in addition by the Customer if the Customer is a non-NHS organisation.
	2. The Course Fee includes a learner pack and, for Courses that are run at a Training Location organised and paid for by MFT and which last a whole day, refreshments and lunch.
	3. For Courses delivered at the Customer’s premises and/or at a venue organised by the Customer, MFT shall charge reasonable expenses at cost price to cover travel, accommodation and subsistence as necessary (“Expenses”) in addition to the specified Course Fee. The Customer shall pay such Expenses within thirty (30) days of receipt of invoice for the same from MFT.
	4. The time period scheduled for each Course allows for training, meal and refreshment breaks and questions on aspects of the Course content, however should the Course content be completed within the allocated time period resulting in an early finish, no adjustment will be made by the Customer to the Course Fee.
	5. Unless otherwise agreed in writing between the parties, the Customer shall pay the Course Fee within 30 days of receiving an invoice from MFT.
4. **Cancellation and transfer**
	1. MFT reserves the right to cancel or re-arrange any allocated dates for the Course(s) at any time and for any reason. If a Course is not rearranged by MFT in agreement with the Customer, MFT shall provide the Customer with a full refund of the relevant Course Fee paid by the Customer for the cancelled Course.
	2. The Customer may with MFT’s agreement at no additional charge substitute an alternative Delegate.
	3. If the Customer wishes to cancel or transfer a Delegate to another Course date or to postpone a Course(s), the following fees shall be due as follows if MFT is unable to fill the vacant places:

|  |  |
| --- | --- |
| **Days notice of cancellation/transfer/postponement prior to the Course date** | **% of Course Fee to be paid** |
| Greater than 62 days | 0% |
| 32-61 days | 25% |
| 15-31 days | 50% |
| 0-14 days | 100% |

* 1. Notification of any cancellation or transfer or postponement must be made in writing or by e-mail to: **Rachael Schofield or Amanda Reed, SAGE & THYME, Education and Research Centre, Wythenshawe Hospital, Southmoor Road, Wythenshawe, M23 9LT,** sageandthyme@mft.nhs.uk
1. **Duties of Customer**
	1. The Customer is responsible for advance notification to MFT of any special requirements relating to a Delegate. MFT will endeavour to accommodate such notified needs if it is considered both reasonable and practical to do so.
	2. The Customer shall ensure that the Delegate shall have adequate competence, knowledge and skills to interpret and benefit from the Course(s) provided by MFT, including meeting any specific requirements as publicised by MFT to the Customer.
	3. MFT reserves the right to exclude a Delegate from any Course due to the Delegate’s disorderly conduct or failure to fulfil the prerequisites as published by MFT or otherwise notified to the Customer. The relevant Course Fee shall remain chargeable to the Customer in such circumstances.
	4. For a Training Location on the Customer’s premises or at another venue organised by the Customer, the Customer is responsible for ensuring that all reasonable and necessary facilities (including but not limited to the adequate provision of suitable accommodation, hardware, software, meals and refreshments and other reasonable requirements pre-notified by MFT) are fulfilled and maintained throughout the duration of each Course.
	5. For Courses delivered at a Training Location on the Customer’s premises and/or at a venue organised by the Customer, the Customer is responsible for paying for the venue hire, any refreshments and/or meals and any other costs associated with the venue including but not limited to the hire of audiovisual equipment.
2. **Authorised facilitators**
	1. For Courses that train Delegates to become facilitators of a course (including but not limited to the SATFAC course), MFT shall only give a Delegate permission to become an authorised facilitator of the relevant workshop (e.g. SAGE & THYME foundation level workshop) and be named as such on a SAGE & THYME licence agreement, if the Delegate has demonstrated the required skills during the SATFAC course. The Course lead trainer’s decision regarding whether the Delegate can become an authorised facilitator is final.
3. **Travel and Accommodation**
	1. The Customer is responsible for all travel arrangements, accommodation requirements and other costs incurred by a Delegate relating to attendance at the Training Location for MFT’s Course(s).
	2. MFT shall have no responsibility for any non-refundable costs arising under Clause 7.1.
4. **Liability**
	1. MFT will use reasonable endeavours to ensure that the Course(s) provided are dispensed with reasonable skill and care and will follow practices consistent with professional standards in the industry.
	2. In relation to the provision of Course(s) by MFT to the customer and subject to clauses 8.3 and 8.4, MFT’s total liability in contract, tort or otherwise shall not exceed a full refund of the Course Fee paid by the Customer for the Course in respect of which the claim is made.
	3. Notwithstanding any other provision of this Agreement, MFT does not accept liability for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under this Agreement in delivering the Course(s).
	4. Neither party excludes or seeks to limit its liability is respect of death or personal injury.
5. **Intellectual Property Rights**
	1. The copyright and all other intellectual property rights relating to the Course(s) handouts, data, films and documentation employed by MFT and any related materials (“Course Materials”) provided to the Customer hereunder by MFT are owned exclusively by and hereby reserved to MFT and/or its party licensors. MFT hereby grants to the Customer a non-exclusive, non-transferable, non-sub licensable licence to use MFT such Course Materials solely for the purpose of receiving the Course(s).
	2. Under no circumstances may the whole or any part of the Course Materials be produced or copied in any form or by any means or translated into another language by the Customer without the prior written permission of MFT.
	3. The Customer shall not delete, amend, alter or deface any proprietary or copyright or confidentiality notices on the Course Materials.
	4. In the event of a conflict between these Terms and Conditions and the terms and conditions of any licence granted to the Customer by MFT, the terms of the licence shall take precedence.
6. **Data Protection**
	1. The Customer shall ensure that it complies with the Data Protection Act 2018 and the General Data Protection Regulation and any subsequent legislation, when processing Personal Data to allow MFT at all times to provide the Course(s) without breach of data protection laws.
	2. MFT warrants to the Customer that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and/or for informing the Delegate about other information and/or courses relating to SAGE & THYME and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data, and that it has in all respects complied with its obligations under the Data Protection legislation and any amendments to or re-enactments thereof.
7. **General**
	1. MFT reserves the right to amend the content of any Course(s) without notice to the Customer when, in the opinion of MFT, such amendment does not fundamentally change the content of such Course(s).
	2. Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without any limitation, any act of God, failure, interruption of power supplies, failure of a network(s), flood, drought, lightening, heavy snow, or fire, strike, lockout, or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), environmental hazards, acts of terrorism, outbreak of disease, acts or omissions of Government, highway authorities or other circumstances beyond the control of the parties.
	3. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing and sent by facsimile transmission or delivered by hand or sent by first class post and addressed to:
		1. if to MFT to Rachael Schofield, SAGE & THYME, Education and Research Centre, Wythenshawe Hospital, Southmoor Road, Wythenshawe, M23 9LT;
		2. if to the Customer at the address given on the Booking Form or on the Booking Confirmation;or such other address as may have been notified pursuant to this Clause 11.3 to the party giving the notice and shall be deemed received on actual receipt by hand or three (3) working days after posting or the next working day after transmission sent by facsimile.
	4. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected thereby.
	5. Neither party has relied on any representation or warranty except as expressly set out in this Agreement and MFT and the Customer hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute in relation to this Agreement.
	6. This Agreement shall be governed by and interpreted in accordance with the laws of England.
	7. Save for the interests of MFT’s third party licensor(s) in relation to their respective elements of the Course Materials, nothing in this Agreement is intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.