

The Manufacturing Institute, Warren Bruce Court, Warren Bruce Road, Manchester, M17 1LB. Tel: 0161 875 2525 Please note that all potential bookings are subject to acceptance by The Manufacturing Institute and its terms and conditions.

1. Interpretation

1.1. The definitions and rules of interpretation in this condition 1.1

apply in these terms and conditions ("**Conditions**"). "**Contract**" means

the contract for the provision of the Services;

"**Customer**" means the person, firm or company named on the Booking Form for whom TMI PS has

agreed to provide the Services in accordance with these Conditions; "**Delegate(s)**" means the

person or persons who will be attending the Programme as specified in the Booking form:

"**Document**" includes, in addition to a document in writing, a plan, design, drawing,

picture or other imate or any other record of any information in any form; "**Fees**" means

the fees shown in TMI PS's brochure or other published literature relating to the Services

from time to time;

"**Programme**" the programme to be attended by the Delegate(s) as set out in the

Booking Form;

"**Programme Material**" means any Documents or other materials, and any other information provided by TMI PS

in relation to the Services;

"**Booking Form**" means the form to which these Conditions are appended.

"**Services**" means the educational programme(s) and/or practitioner support services to be

provided by TMI PS for the Customer/Delegate(s) as set out in the Booking Form; "**TMI PS**"

means TMI Practitioner Services Limited (registered in England under number 3004124);

"**Writing**" includes facsimile transmission and electronic mail.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply of the Services

2.1. TMI PS shall provide the Services to the Customer subject to these Conditions. By signing the Booking Form, the Customer agrees on behalf of itself and the Delegate(s) to be bound by these Conditions. These Conditions constitute the entire agreement between TMI PS and the customer and may not be varied except in Writing by TMI PS.

2.2. Bookings are accepted at the discretion of TMI PS and may also be subject to individuals being offered a place on a programme by the accrediting institution where applicable. Bookings are not transferable without the prior consent in writing of TMI PS.

2.3. The Customer shall fully complete the Booking Form and shall, at its own expense, supply TMI PS with all necessary and other information within sufficient time to enable TMI PS to provide the Services in accordance with the Contract.

2.4. The Services shall be provided in accordance with the Booking Form and otherwise in accordance with TMI PS's current brochure or other published literature relating to the Services from time to time, subject to these Conditions.

2.5. TMI PS may correct any typographical or other errors or omissions in any brochure, promotional literature or other document relating to the provision of the Services without any liability to the Customer, provided that if such correction materially affects the nature or quality of the Services, the Customer shall be entitled to cancel the Contract without incurring any cancellation Fees.

2.6. TMI PS may at any time without notifying the Customer make changes to the Services which do not materially affect the nature or quality of the Services.

3. Fees

- 3.1. The Customer shall pay the Fees for the provision of the Services.
- 3.2. All Fees quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 3.3. The full Fees, or appropriate first instalment, must be received by TMI PS at least 7 days prior to commencement of the Services. The Customer commits to paying the full programme fee regardless of any instalment arrangements that may have been agreed. Should a delegate leave a programme before the full fee has been paid then any outstanding amount for that delegate will immediately become due for payment.
- 3.4. If payment of the Fees or any agreed part thereof is not made by the due date, TMI PS shall be entitled without notice to charge interest both before and after any judgement on the outstanding amount at the rate of 2% per annum above the Bank of England base rate accruing daily.

4. Cancellation

- 4.1. If the Customer wishes to cancel the Contract for any reason, it must send notice of cancellation in Writing to TMI PS.
- 4.2. In the event of cancellation of a short programme (i.e. a programme of less than 6 months duration) by the Customer, a full refund will only be payable if notice of cancellation is received by TMI PS at least 21 days before the commencement of the programme. For a long programme (i.e. a programme of more than 6 months duration) 42 days notice of cancellation will be required.
- 4.3. If notice of cancellation for a short programme is received by TMI PS less than 21 days prior to the commencement of the Services, the following cancellation fees shall apply:

Date of receipt of cancellation notice by TMI PS	Cancellation Charge
-20 days prior to commencement of the Services	50% of the Fees
-13 days prior to commencement of the Services	75% of the Fees
Less than 7 days prior to commencement of the Services	100% of the Fees

- 4.4. If notice of cancellation for a long programme is received by TMI PS less than 42 days prior to the commencement of the Services, the following cancellation fees shall apply:

Date of receipt of cancellation notice by TMI PS	Cancellation Charge
-41 days prior to commencement of the Services	50% of the Fees
-27 days prior to commencement of the Services	75% of the Fees
Less than 14 days prior to commencement of the Services	100% of the Fees

5. Rights to Programme Material

5.1. The property and the copyright or other intellectual property rights in any Programme Material shall belong to TMI PS, subject only to the right of the Customer to use the Programme Material for the purposes of utilising the Services.

6. Warranties and Liability

6.1. TMI PS warrants that the Services will be provided using reasonable care and skill.

6.2. TMI PS gives no warranty that the use made by the Customer of any information received during the provision of the Services will achieve the Customer's desired result in its own business

6.3. TMI PS shall have no liability to the Customer for any loss, damage, costs, expense or other claims for compensation arising from any instructions supplied by the Customer which is incomplete or inaccurate, or arising from their late arrival or non-arrival, or any other fault of the Customer.

6.4. To the fullest extent allowed by law, TMI PS shall not be liable to the Customer for any loss of profit or any indirect, special or consequential loss, damage, costs expenses or other claims (whether caused by the negligence of TMI PS, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Customer and the entire liability of TMI PS (excluding that for personal injury or death caused by its negligence) under or in connection with the Contract shall not exceed the amount of TMI PS's Fees for the provision of the Services.

6.5. TMI PS shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of TMI PS's obligations in relation to the Services. If the delay or failure was caused by circumstances beyond TMI PS's control.

6.6. Nothing in these Conditions shall exclude TMI PS's liability for death or personal injury caused by its negligence.

7. General

7.1. No failure or delay by TMI PS in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by TMI PS of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.2. If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected and shall remain in full force and effect.

7.3. English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.

7.4. A person who is not a party to these Conditions shall have no right under the Contract (rights of Third Parties) Act 1999 to enforce any terms of these conditions but this shall not effect any right or remedy of a third party which exists or is available apart from that Act

8. Data protection

Each Party agrees to comply with its obligations as set out in Schedules 1A and 1B of this Agreement.

Schedule 1A

1. Definitions

In this Schedule 1A the following definitions shall apply:

"Applicable EU Law"	means any law of the European Union or the law of one or more of the Member States of the European Union;
"Controller", "Processor", and "Data Subject"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	means (a) any law, statute, declaration, directive, regulation or other legislative enactment (as amended, consolidated or re-enacted from time to time) which

	relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; set out in Schedule 1B
"Data Subject Request"	means an actual or purported request from a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Permitted Purpose"	means the purpose of the Processing as set out in more detail in the Data Protection Particulars
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Schedule 1B (<i>Data Protection Particulars</i>));
"Personal Data Breach"	has the meaning set out in the Data Protection Laws;
"Personnel"	means all persons engaged or employed from time to time by The Manufacturing Institute Practitioner Services Ltd in connection with this Agreement, including employees, consultants, contractors and permitted agents;
"Processing"	has the meaning set out in the Data Protection Laws (and "Process" and "Processed" shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(2) of the DP Directive and/or Article 45(1) of the GDPR (as applicable);
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;

"Services"

means the delivery of Six Sigma Green Belt training including support for fellowship projects

"Third Party Request"

means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation

2. DATA PROTECTION

2.1 Arrangement Between The Parties

- 2.1.1 The Parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Laws. Notwithstanding the foregoing the Parties anticipate that the Associate shall act as a Controller and The Manufacturing Institute Practitioner Services Ltd shall act as a Processor where The Manufacturing Institute Practitioner Services Ltd is Processing the Personal Data on behalf of the Associate in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement;
- 2.1.2 Each of the Parties shall in performing its obligations under this Agreement, comply with the obligations imposed upon it under the Data Protection Laws.
- 2.1.3 Each of the Parties acknowledges and agrees that Schedule 1B (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.

2.2 Data Controller Obligations

- 2.2.1 Without limiting the generality of the obligations set out in Paragraph 2.1.2, in particular, the Associate shall:
- (a) make all required notification(s) to the ICO in relation to its Processing of Personal Data;
 - (b) ensure that it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring Personal Data to The Manufacturing Institute Practitioner Services Ltd; (ii) prevent or restrict it from granting The Manufacturing Institute Practitioner Services Ltd access to Personal Data; and/or (iii) prevent or restrict The Manufacturing Institute Practitioner Services Ltd from Processing Personal Data, in each case as required for The Manufacturing Institute Practitioner Services Ltd to perform the Services in accordance with this Agreement;
 - (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow The Manufacturing Institute Practitioner Services Ltd to Process Personal Data as required in connection with the provision of the Services under this Agreement and in accordance with the Data Protection Laws;
 - (d) ensure that all Personal Data disclosed or transferred to, or accessed by, The Manufacturing Institute Practitioner Services Ltd is accurate, up-to-date, adequate, relevant and not excessive to enable The Manufacturing Institute Practitioner Services Ltd to process Personal Data as required for The Manufacturing Institute Practitioner Services Ltd to perform the Services in accordance with this Agreement;
 - (e) maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Controller by Data Protection Laws including, without limitation, (i) ensuring a level of security appropriate to the risk involved in the processing (which shall include without limitation and, as appropriate, taking steps such as the pseudonymisation and/or encryption of personal data, taking steps to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services used to process Personal Data, ensuring the ability to restore the availability and access to Personal Data and regularly testing the effectiveness of the systems in place); (ii) adhering to any relevant codes of conduct or approved certifications; and (iii) ensuring that all individuals who have access to Personal Data maintain the confidentiality and security of Personal Data and comply with the terms of this Agreement; and
 - (f) not do anything which shall damage the reputation of The Manufacturing Institute Practitioner Services Ltd.

2.3 Data Processor Obligations

2.3.1 To the extent that The Manufacturing Institute Practitioner Services Ltd Processes any Personal Data as a Processor on behalf of the Associate for the purpose of performing the Services under this Agreement, The Manufacturing Institute Practitioner Services Ltd undertakes to the Associate that The Manufacturing Institute Practitioner Services Ltd shall:

- (a) only Process Personal Data for and on behalf of the Associate for the purposes of performing its obligations under this Agreement and only in accordance with the Associate's instructions from time to time, unless otherwise required by law;
- (b) inform the Associate immediately if it considers any of the Associate's instructions infringes Data Protection Laws;
- (c) implement and maintain appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and where requested provide to the Associate evidence of its compliance with such requirement;
- (d) take all reasonable steps to ensure the reliability and integrity of any of its staff and independent contractors who have access to Personal Data and ensure that only staff and contractors who are required to assist in performing the Services have access to such Personal Data;
- (e) ensure that any of its staff and/or contractors who have access to Personal Data have entered into appropriate contractually binding confidentiality undertakings;
- (f) not disclose Personal Data to a third party (including a sub-contractor or sub-processor) unless the third party agrees to terms which are substantially the same as the terms set out in this Agreement or in response to Third Party Requests where The Manufacturing Institute Practitioner Services Ltd is prohibited by law or regulation from notifying the Associate;
- (g) at the Associate's reasonable request: (i) make available to the other party evidence to demonstrate The Manufacturing Institute Practitioner Services Ltd's compliance with the requirements of this Paragraph 2.3.1; and/or (ii) allow for and contribute to audits of The Manufacturing Institute Practitioner Services Ltd's Processing activities pursuant to this Agreement conducted by or on behalf of the Associate on reasonable notice;
- (h) at the Associate's direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control (if any) within forty (40) days of such direction and, where requested by the Associate, certify that such destruction has taken place, except where The Manufacturing Institute Practitioner Services Ltd is required by Applicable EU Law or any regulatory body to retain any of such Personal Data;
- (i) not transfer any Personal Data to a Restricted Country unless such transfer is made in compliance with the Data Protection Laws;
- (j) at the Associate's request use all reasonable endeavours to assist the Associate to comply with the obligations imposed on the Associate by or in relation to:
 - (i) the rights of Data Subjects;
 - (ii) assistance to the ICO; and/or
 - (iii) Data Protection Impact Assessments provided that any such assistance shall be provided to the Associate subject to a fee payable to The Manufacturing Institute Practitioner Services Ltd to be agreed between the Parties.

3. RECOVERABLE LOSS

3.1 Notwithstanding any other clause, The Manufacturing Institute Practitioner Services Ltd shall not be prevented from recovering any Losses it incurs

4. INDEMNITY

4.1 The Associate shall indemnify on demand and keep indemnified The Manufacturing Institute Practitioner Services Ltd against any Losses incurred by, awarded against or agreed to be paid by The Manufacturing Institute Practitioner Services Ltd to the extent arising from the Associate's failure to comply with the Data Protection Laws.

5. INSURANCE

5.1 The Associate agrees:

- 5.1.1 to obtain and keep in full force and effect at all times, in respect of the Processing of Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Associate’s failure to comply with the GDPR and/or the provisions of this Schedule 1A (Data Protection) with policy limits and provisions conforming to such requirements as The Manufacturing Institute Practitioner Services Ltd may from time to time prescribe;
- 5.1.2 to deliver to The Manufacturing Institute Practitioner Services Ltd copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement and ensure that The Manufacturing Institute Practitioner Services Ltd shall be entitled to the benefit of such insurance.

Schedule 1B Data Protection Particulars

The subject matter of the Processing The delivery of educational training courses

The categories of Data Subjects Customer Data

	Obtaining, recording and retaining customer details. The personal data will be transmitted by the data controller to the data processor.
The nature of the Processing	
The duration of the Processing	For the duration of the training programme To be able to provide training to the customer
The purpose of the Processing	
The type of Personal Data being Processed	Personal data - name, contact details, education background and employment details