

OPUS Pharmacist-Led Training Terms & Conditions

Where OPUS Pharmacy Services Limited (“**OPUS**”) are providing Pharmacist-led medicines training to any organisation or individual (the “**Customer**”), by way of virtual learning session or face-to-face session, then the services shall be provided and received in accordance with the below terms and conditions.

By confirming a booking with OPUS in writing, the Customer agrees to be bound by the terms and conditions contained herein.

Table of Contents

1. DEFINITIONS.....	2
2. GENERAL TERMS & COPYRIGHT	2
3. VIRTUAL LEARNING	3
4. FACE-TO-FACE TRAINING	4
5. OPUS TRAINER TRAVEL POLICY	5
6. SUPPORTING DELEGATES WITH ADDITIONAL LEARNING NEEDS.....	6
7. PRICING.....	7
8. INVOICING & PAYMENT.....	7
9. CANCELLATION	7
10. LIABILITY.....	8
11. FORCE MAJEURE	9
12. GOVERNING LAW	9

1. Definitions

1.1. The following definitions shall apply to this agreement:

- a **Course Date** means the date on which an OPUS trainer shall deliver an OPUS Course to the Customer's delegates
- b **FTF Conditions** means the conditions set out in Clauses 4.2, 4.3 and 4.6 of this Agreement
- c **Invoice Date** means the date OPUS issue and send any invoice by email to the Customer
- d **Maximum Delegate Number** shall mean:
 - i. For Foundation Courses or condition/ medicine-specific training – 16 delegates
 - ii. For Managers' Courses or Competency Assessment sessions– 10 delegates
- e **OPUS Course(s)** shall mean any OPUS Pharmacist-led training course, delivered either by way of video conference as part of the 'Virtual OPUS' offering or in person at a Customer venue; and
- f **OPUS Materials** shall mean any and all other materials, including but not limited to PowerPoint presentations, verbal delivery script, delegate activity sheets, online virtual handbook, course assessments, evaluations and exercises, used in relation to the delivery of the OPUS Course(s)
- g **VL Conditions** means the conditions set out in Clause 3.2 of this Agreement.

2. General Terms & Copyright

- 2.1. OPUS Materials may not be distributed, amended, published, sold or used in any way other than for personal study to delegates attending an OPUS Course.
- 2.2. OPUS Materials may not be used for any internal or external training at the Organisation, other than for training provided by OPUS by way of an OPUS Course.
- 2.3. The OPUS Materials are the sole copyright of OPUS Pharmacy Services Limited - © Opus Pharmacy Services 2023. All rights reserved.

- 2.4. It is expressly prohibited for any individual or organisation (whether Customer, course organiser, delegate, or otherwise) to make any recordings or copies of all or part of any virtual delivery of any OPUS Course by an OPUS Pharmacist, including but not limited to:
- a Video recordings;
 - b Audio recordings;
 - c Screenshots; or
 - d Still photographs.
- 2.5. Staff members, consultants, employees or similar of the any Customer may not, except with the express written permission of OPUS Pharmacy Services Limited, use, distribute or commercially exploit the content of any OPUS Materials in any way (including for use in relation to any other OPUS Course), nor may they pass off the OPUS Materials as their own or that of any organisation other than OPUS Pharmacy Services Limited.

3. Virtual Learning

- 3.1. In relation to the any virtual Pharmacist-led OPUS Course, is acknowledged that OPUS have prepared both Customer and individual delegate guidance materials which contain instructions for undertaking virtual training, as well as the following preferred conditions, to ensure the optimum virtual learning experience.
- 3.2. When using the video conference system 'Zoom' for delivery of the courses, OPUS require:
- a No more attendees to attend the course than the relevant Maximum Delegate Number;
 - b Learning to be completed in a quiet location on a laptop, tablet or desktop computer (not a smartphone);
 - c No more than one learner using each device (unless in a conference suite or fit for purpose location);
 - d Other devices not required for attendance and participation at the course are turned off or have silent/ do not disturb mode activated; and
 - e Learners to use headphones to prevent background noise or disruption.
- 3.3. Where the number of attendees is more than the Maximum Delegate Number, OPUS has the right to refuse access to the course for the additional attendees.

- 3.4. Where additional attendees (i.e. those over the Maximum Delegate Number) are permitted to attend the training session, there may be an additional charge per delegate (such charge to be no more than average charge per delegate as agreed at the time of booking).
- 3.5. Where the VL Conditions are not met, or are altered at the request of the Customer, OPUS shall not be held accountable or responsible for any suboptimal learning experience reported by any delegate, nor for the failure of any delegate of the course assessment.
- 3.6. Where the VL Conditions are not met, the OPUS trainer may use their discretion as to whether they wish to provide the training, and may cancel the session if they feel unable to provide a learning experience that is in line with the OPUS internal requirements.

4. Face-to-Face Training

- 4.1. Face-to-face training will be delivered by an OPUS Pharmacist at a venue arranged/ provided by the Customer.
- 4.2. Such training venues must, at a minimum, have the following amenities:
 - a Accessible, hygienic toilets;
 - b Tea/coffee-making facilities;
 - c Suitable seating to complete training i.e. where all delegates can see the trainer and make notes/ complete activities;
 - d Blank wall for projecting training presentation onto or suitable alternative e.g. TV screen, projector etc.;
 - e Plug sockets/ power supplies; and
 - f Appropriate heating/ cooling/ ventilation systems.
- 4.3. The Customer shall ensure that the number of attendees shall not be more than the relevant Maximum Delegate Number, unless otherwise agreed with OPUS.
- 4.4. Where the number of attendees is more than the Maximum Delegate Number, OPUS has the right to refuse access to the course for the additional attendees.
- 4.5. Where additional attendees (i.e. those over the Maximum Delegate Number) are permitted to attend the training session, there may be an additional charge per delegate (such charge to be no more than average charge per delegate as agreed at the time of booking).

- 4.6. Delegates shall be required to turn off or put on silent/ do not disturb mode all devices not required for attendance and participation at the course.
 - a devices not required for attendance and participation at the course are turned off or have silent/ do not disturb mode activated; and
 - b Learners to use headphones to prevent background noise or disruption.
- 4.7. Where the FTF Conditions are not met, or are altered at the request of the Customer, OPUS shall not be help accountable or responsible for any suboptimal learning experience reported by any delegate, nor for the failure of any delegate of the course assessment.
- 4.8. Where the FTF Conditions are not met, the OPUS trainer may use their discretion as to whether they wish to provide the training, and may cancel the session if they feel unable to provide a learning experience that is in line with the OPUS internal requirements.

5. OPUS Trainer Travel Policy

Where a face-to-face course is to be delivered by OPUS to the Customer, the following travel policy shall apply:

- 5.1. OPUS will endeavour to procure a Pharmacist Trainer local to the customer venue to deliver any requested face-to-face training. The cost of any Pharmacist travel within 100 miles round trip of the Client venue shall be borne by OPUS.
- 5.2. Where it is not possible to find a Trainer located within 50 miles of the Client venue, the Client shall be charged for reasonable travel expenses which shall be procured in line with the below:
 - a OPUS shall endeavour to find the most cost-effective method of travel to the customer venue which may include any or a combination of the following:
 - i. Second class rail travel
 - ii. Car
 - iii. Taxi
 - iv. Economy class flight.
 - b OPUS shall also consider the environmental impact of any travel options and consider this when making a travel proposal to any customer.

- c OPUS shall charge a Client the face value of any travel option, without mark up or additional administrative fees.
 - d Travel by car over 100 miles round trip per day's course, will be charged at 45p per mile for total mileage over 100 miles.
 - e Where overnight accommodation is required, OPUS shall endeavour to arrange accommodation that is cost effective, whilst also being a safe place to stay, akin to the price and standard of a Premier Inn.
 - f Subsistence shall be charged up to a maximum of £20 for an evening meal and £15 for breakfast where an itemised receipt is provided. No receipts for alcohol will be charged.
- 5.3. OPUS shall provide an estimate of chargeable travel or subsistence expenses to the Client prior to the course. Final costs will not exceed the amount originally quoted, and where actual costs are less than shown in any quote, OPUS will charge the lesser amount.
- 5.4. No travel will be charged unless the Customer has been informed by OPUS in advance of the training.

6. Supporting Delegates with Additional Learning Needs

- 6.1. OPUS are committed to providing a learning environment in which all delegates can thrive, and shall use their best endeavours to provide appropriate additional support to delegates, where required, whilst also giving all necessary consideration to the learning experience of the other delegates.
- 6.2. Where a delegate has an additional learning need, the Customer will inform OPUS of the need, and any additional support required, at least 3 days prior to the course taking place to enable OPUS to prepare accordingly.
- 6.3. Where a delegates requires additional support than can only be provided outside of the usual course duration (3 or 6 hours, as appropriate), Pharmacist-time may be charged at £50 per hour, as agreed in advance with the Customer.

7. Pricing

- 7.1. The price payable for the Services shall be the price agreed between OPUS and the Customer during the booking process, and shall be confirmed in writing (the Price).
- 7.2. The Price is exclusive of all expenses unless expressly stated. OPUS reserves the right to invoice to the Customer all reasonable expenses in respect of travel, accommodation, food and other reasonable related expenses incurred during the provision of the Services, in accordance with the OPUS Trainer Travel Policy, set out at clause 5 of this Agreement.
- 7.3. All Prices are exclusive of Value Added Tax .
- 7.4. All Value Added Tax will be charged in accordance with the taxation laws of England and Wales as in force from time to time.

8. Invoicing & Payment

- 8.1. Unless expressly agreed to the contrary, OPUS shall invoice for the courses to be provided, 2 calendar weeks prior to the anticipated Course Date.
- 8.2. Unless expressly agreed otherwise, the Customer shall pay any invoice received from OPUS within 5 days of the Invoice Date.
- 8.3. OPUS is entitled to charge interest at the statutory rate (pursuant to the Payments of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2013, both as in force from time to time) or pro-rated for each part thereof on payments not received within 30 Days of the Invoice Date.

9. Cancellation

- 9.1. The following cancellation terms apply to all OPUS Courses and OPUS reserves the right to charge the following in the event of cancellation by the Customer:
 - a More than 2 weeks in advance of the agreed training date: No charge
 - b Less than 2 weeks in advance of the agreed training date: 50% of cancelled OPUS Course price

- c Less than 1 week in advance of the agreed training date (but not on the date): 75% of cancelled OPUS Course price, including any pre-booked trainer travel, if incurred.
- d On the agreed training date: Full cancelled OPUS Course price including trainer's travel if incurred.

10. Liability

10.1. Our liability to you:

- a We will use all reasonable endeavours to ensure that all elements of the course we have agreed to provide as part of our contractual obligations are carried out with reasonable care and skill.
- b Regarding the supply of any goods and services, we are not liable to you or any member of your party for any injuries, liabilities or any other losses incurred, except where it is expressly stated within these Terms and Conditions. Our total liability to anyone presenting a claim, relating to a negligent act by us, shall not exceed the total cost of the course.

10.2. Your liability:

- a In entering the Agreement, you do so voluntarily and with the knowledge that if, as a direct result of your actions, you or any member of your party have any accident, injury or other incident it is entirely your responsibility and you hereby indemnify OPUS Pharmacy Services, its Directors and Agents in full against any claim brought about by you, a member of your party or a third party.

10.3. Variations:

- a Occasionally it may become necessary to adapt these Terms and Conditions. If this happens you will be advised of the changes.

11. Force Majeure

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion or civil commotion.

12. Governing Law

The terms of this Agreement shall be governed by the law of England & Wales, as in force from time to time.