

MERTON COMMUNITY TRANSPORT'S TERMS & CONDITIONS

By accessing our Website, you agree to these terms and conditions (the "Terms"). Please review these carefully prior to making any purchases on the website. By using this site, you agree to comply with these Terms.

MCT is a:

- Company limited by guarantee Registration No. 3571884.
- Registered Charity No. 1073312
- Registered for VAT No. 761364431

When accessing this website, you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

MCT may modify these Terms at our sole discretion. If you do not agree to the changes to these Terms, you should stop using this website. By using this website after any such change(s), you agree to comply with the Terms as changed. Any changes made after you have placed an order with us will not affect that order unless we are required to make the change by law.

When you purchase through the MCT website, you are offering to buy Services(s) for the price stated, subject to these Terms.

To register and log in, MCT members are required to register and login to be able to complete Group Members' Affiliation Form and register with MCT to use services. Once the form has been completed, click the submit button at the bottom of the form and it will be emailed to MCT. Please remember to tick one of

the Annual User Registration boxes. You will then be taken to the Cart to complete your payment.

When you make invoice payments on the website, click on the pay an invoice button and complete the form for paying your invoice. You do not need to have affiliated, log in or registered to make invoice payments. Your invoice payment will be added to the Cart to complete your payment.

If you choose to make a donation to MCT on the website, click the donate button and make your donation. Your donation will be added to the Cart to complete your payment.

All orders are subject to acceptance and availability.

Once you have made full payment, you will receive an email acknowledging the exact details of your order, providing you with a payment reference code, and the value of your order that will be debited from your Payment Card.

Please note that while the Website lists only 'available' Services (i.e. any item/course/booking sold through the website), there may be occasions due to circumstances beyond MCT's control, where a Service is not available. In this case, a refund of any unavailable Services will be made.

Unless otherwise notified, MCT's acceptance of your order occurs when you receive an email notifying you that we have received payment for the Service booked by you and noted on that communication. Acceptance will be deemed to have occurred at the sending of this communication, regardless of technical problems you may experience, where the reasons are outside of MCT's control, which may result in you receiving that email in a timely manner.

If you require any information regarding your booking(s), please contact us on 020 8648 1001 during our office hours of 9.00 am to 5.00 pm weekdays.

MCT may not accept your order if:

- A Service you have booked is no longer available or out of stock
- We are unable to obtain authorisation for your payment

We reserve the right to reject any offer to purchase by you at any time and at our sole discretion.

Payments

Payment will be debited and cleared from your account upon confirmation of your booking through the MCT website.

By booking, you confirm that the Payment card that is being used is yours or that you have been specifically authorised by the owner of the Payment card to use it. All Payment cardholders are subject to validation checks and authorisation by the card issuer.

If the issuer of your payment card refuses to authorise payment, MCT will not be liable for a booking being cancelled.

The MCT website is fully secure. All Payment card transactions are processed using a secure online payment gateway that encrypts your card details in a secure host environment. The current secure host is [Worldpay](#).

General security information to MCT using Worldpay

- MCT must not store Sensitive Authentication Data (SAD) after authorisation even if it is encrypted. This includes full magnetic stripe data, three- or four-digit

security codes and PIN/PIN block information (this is the information relevant to the card and the cardholder contained within the chip). If you do not need the data (i.e. to meet specific industry regulations), do not store it.

- MCT must not use card and verification details for any purpose other than completing the card transaction.
- MCT must not pass this information to anyone else, except for the purpose of helping you to complete the card transaction.
- MCT are only allowed to keep a separate record of the card number and expiry date if both the following conditions apply: - MCT have the specific agreement of the cardholder, and - MCT are only going to use this information to help with future transactions, such as recurring payments or new orders, believing further orders are likely.
- MCT must give Worldpay current progress updates about MCT's own PCI compliance when asked, so we can update the Card Schemes. Failure to supply this information could lead to receiving Card Scheme-imposed fines for non-compliance.

Reducing fraud Card

Fraud is becoming increasingly sophisticated and, MCT staff will be vigilant, to prevent financial loss for MCT business. MCT exposure to fraud will depend upon how aware staff are of the risks and how carefully card transactions are handled.

How MCT will work to reducing losing money through fraud: Before MCT decides to accept Card Not Present (CNP) transactions MCT will consider all risks to the business, because they carry a higher risk of fraud and MCT will be financially

liable if a transaction is confirmed as invalid or fraudulent. So MCT staff will be vigilant.

MCT will take all reasonable care, as it is in MCT's power to do so, to keep the details of the order and payment secure. In the absence of negligence on our part, MCT cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

Cancellations and Refunds

MCT reserves the right without notice to cancel or rearrange training dates when deemed necessary.

MCT shall, where at all possible, use best endeavours to give prior notice of all course cancellations and offer an alternative date if applicable.

Prices and quotes are valid for 30 days only.

Failure of customers attending a training course without the relevant I.D documents, i.e: either a valid Photocard Licence, (or paper licence and valid passport), will result in the termination of that booking and no refund of fees or re-arrangement of the day will be available.

Payment must be made in full at the time of booking.

Training cancellation refunds are determined by the number of working days' notice given to MCT prior to course commencement.

Percentage Refund Formula:

- 11 + working days 85%
- 6 – 10 working days 50%
- 0 – 5 working days 0%

DEPOSITS ARE NON-REFUNDABLE

Please feel free to address any additional questions you may have to our team by email.

Help with your booking

If you require help when booking or would like to provide feedback on our service, please Email: info@mct.uk.com. You may also call us on 020 8648 1001 during our office hours of 9.00 am to 5.00 pm weekdays.

Copyright and Trade Marks

All content available on the this website, including, but not limited to, text, graphics, logos, buttons, icons, images, audio clips, data compilations, and software, and the compilation thereof (the “Content”) is the property of MCT, our affiliates, our partners or our licensors.

Content

By posting on any of our social media channels, you agree to be solely responsible for the content of all information you contribute. You also grant to MCT the right to use any content you provide for its own purposes including republication in any form or media. Comments may be moderated and may take up to 72 hrs to be displayed, but MCT does not commit to checking all content and will not be liable for third-party posts. If you have a complaint about any post/s, please email MCT at info@mct.uk.com or phone 02086481001

MCT reserves the right at its sole discretion not to publish or to remove any comment including those that it believes may be unlawful, defamatory, racist or libellous, incite hatred or violence, detrimental to people, institutions, religions or to people's privacy, which may cause harm to minors, is detrimental to the trademarks, patents and copyrighted content, contains personal data, improperly uses the medium for promoting and advertising businesses. This site is available to the public; information you consider confidential should not be posted to this site.

Third Party Links

MCT is not responsible for the content of any off-Website pages or any other websites linked to or from the Website. Links appearing on the Website are for convenience only and are not an endorsement by MCT, affiliates or partners of the referenced content, product, service, or supplier. Linking to or from any off-Website pages or other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Website pages or any other websites linked to or from the Website, nor does MCT assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and Terms. You should carefully review the Terms and privacy policies of all off-Website pages and other websites that you visit.

General

You acknowledge and agree that these Terms, together with MCT's Privacy Notice, constitute the complete and exclusive agreement between us concerning your use of the Website, your data and any purchase by you of any MCT Services, and supersede and govern all prior proposals, agreements, or other communications.

If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part, then these Terms shall continue to be valid as to the other provisions and the remainder of the affected provision.

Any waiver of any of the provisions of these Terms by MCT shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Terms.

Nothing contained in these Terms shall be construed as creating any agency, partnership, or another form of joint enterprise between us.

MCT reserves the right to change these Terms at any time, and we encourage you to revisit these Terms periodically to ensure that you are at all times fully aware of our Terms. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such Terms.

If you have any questions regarding these Terms, please contact MCT:

Email info@mct.uk.com or Phone 020 8648 1001

Please check back frequently to see any updates or changes to our Terms and/or Privacy Notice.

MCT would like to take this opportunity to welcome all new and present members to our new website.