

## TERMS AND CONDITIONS – ONLINE SERVICES

The text here forms part of the terms and conditions of use that every candidate must accept before accessing the LMC on-line training.

If you have any queries about any aspect of these terms and conditions, please contact [enquiries@lastminutecompliance.com](mailto:enquiries@lastminutecompliance.com)

### USING THE LMC ON-LINE AND PDF TRAINING PLATFORM

Our website is maintained for your personal use and viewing. Please do not copy or let other people use Your log in credentials.

You agree to use the LMC site only for lawful purposes, and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

### AGENCY CANDIDATES

Agency candidates can complete our courses in one of two ways:

1. On-line through the LMC Training Portal
2. By returned PDF test papers

### ON-LINE

Your agency will issue you with user details and instructions to enable you to complete your training modules on-line via the LMC Training Portal. Please note that all certification for completed courses will be sent to your Agency and that you must request your certification from the Agency and not LMC.

### PDF TEST PAPERS

Your Agency has access to PDF Test Papers that they can send out to you if this is your preferred method of training. All Test Papers come in two parts:

1. The CSTF Module Contents (CSTFMC)
2. The CSTF Module Questions (CSTFMQ)

To be eligible for a course/module certificate the CSTFMQ must be completed and returned to your Agency in full.

The personal information requested in these forms can be supplied in the contents of an email and does not have to be completed within the test paper. once received, it will be deemed that the Test Paper has been completed in full as required.

When submitting the completed CSTFMQ to your agency with/or without an email confirming your personal details, you are confirming that:

- You have completed the CSTFMQ personally using the CSTFMC provided and your own personal knowledge of the course

subject.

- You have not been coached by any other party on how to successfully complete the relative CSTFMQ.

Use of this resource is dependent on acceptance of these Terms & Conditions.

### PERSONAL DATA

#### WHAT INFORMATION DOES LMC HOLD?

LMC captures certain information on each user as part of the registration process. This data enables the creation of an accurate user profile, which is necessary for reporting purposes. The data that is stored is limited to information relating to users' work, such as their job role, place of work or membership number for a professional body (e.g. General Medical Council number). If you are booking a course directly with LMC we will ask you for some domestic details such as your address to facilitate sending you your course completion certificates.

LMC also store a record of all learning activity by all users on Our website.

#### HOW DOES LMC PROCESS THE INFORMATION WE HOLD?

Information collected by LMC is solely processed to deliver online learning and to store and report on users' learning activity. It will never be sold for financial gain or shared with other organisations for commercial purposes.

Examples of how LMC might use the data held include but are not limited to the following:

For internal review.

- Customising the content and/or layout of Our website.
- Notifying users about updates to Our website.
- Gathering feedback or input on the service, content or layout of Our website.
- Giving users access to their own learning history.
- Making users' learning activity records visible to specific named individuals, such as tutors, to allow tutors to view their trainees' activity. A user would have to give their explicit approval to authorise another user to view their records.
- Providing data to your affiliated healthcare recruitment agency.

#### WHO CAN SEE USERS' DATA?

LMC administrators and other approved people working within LMC have access to users' training records and user profiles. This may include our suppliers, but such organisations will be asked to sign Non-Disclosure Agreements and will never be allowed to use the information for commercial purposes.

## DATA PROTECTION ACT 2018 (G.D.P.R.)

Under the new General Data Protection Regulations (GDPR), you have many rights regarding your personal data, including seeing what data we hold for you, your right for erasure and also withdrawing consent of data processing. Note that withdrawing consent will result in your account being anonymised and access to the LMC website being removed.

If you have any queries relating to GDPR please contact us at [enquiries@lastminute.compliance.com](mailto:enquiries@lastminute.compliance.com)

## USE OF COOKIES

For more information on cookies, please see the Information Commissioner's Office (ICO) web site.

LMC does use cookies on [lastminute.compliance.com](http://lastminute.compliance.com) but in a limited fashion and users have to agree to cookie usage in line with ICO guidance.

The majority of cookies on Our website are used to keep track of a user's input when filling in online forms, known as session-id cookies, which are exempt from needing consent as they are deemed essential for using the site. We also use a cookie to remember usernames if the user checks the 'Remember me' box on the log in page.

LMC also uses Google Analytics to collect anonymous information about how the site is used, including the number of unique users, the pages they visited, which browser they use etc. Google Analytics also uses cookies.

LMC reserves the right to move or change its web site URLs at any time in order to meet changing business needs and to continually improve its online service. External web sites link to the LMC web site at their own risk. We do not encourage deep linking but recommend linking to section homepages, which are less likely to move or change.

## DISCLAIMER

The LMC web site and material relating to products and services (or to third party information, products and services), is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in the material on this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of [lastminute.compliance.com](http://lastminute.compliance.com)

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising under these terms and conditions shall be subject to the

exclusive jurisdiction of the courts of England and Wales.

## LMC INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights relating to the online learning resources remain with LMC or its partners. Users have no rights other than to access the learning resources for the purpose of personal study. No modification of any kind is to be attempted to be made to the learning resources. No downloading or copying of any content to electronic or photographic media is allowed unless expressly permitted. Limited printing of pages of the learning resources is authorised only to the extent reasonably required by you to aid personal study.

No part of the learning resources can be reproduced by any means or under any format other than as a reasonable aid to your personal study. You accept liability for any losses suffered by LMC arising from your breach, or attempted breach, of its intellectual property rights.

The names, images and logos identifying LMC are proprietary marks of Last Minute Compliance Limited. If you wish to copy or use the LMC logo, you must get prior approval from LMC by emailing [enquiries@lastminute.compliance.com](mailto:enquiries@lastminute.compliance.com).

Tell us how and why you wish to use our logos. Please include your contact details: name, address, telephone number, fax number and email.

## LINKS TO EXTERNAL WEB SITES

Links contained on [lastminute.compliance.com](http://lastminute.compliance.com) will lead to other web sites which are not under our control. We are not responsible for the content of any linked site. Listing and linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

## UPDATES TO TERMS & CONDITIONS

We may at any time revise these terms and conditions. If this happens, you will be asked to accept the new terms and conditions the next time you log in to the LMC Training Portal. If you do not accept the new terms and conditions, you will not be able to continue using the LMC Training Portal.

Contact: [enquiries@lastminute.compliance.com](mailto:enquiries@lastminute.compliance.com)