

Terms and Conditions

1 Definitions and Interpretation

In these Conditions, the following expressions shall have the meanings set opposite them, unless the context otherwise requires:

"Agreement"	Means this agreement for the supply of the Courses and any document which is supplemental hereto or which is collateral herewith or which is entered into pursuant to or in accordance with the terms hereof.
"Conditions"	Means the terms and conditions set out in this Agreement.
"Course(s)"	Means any of the INFOTECH TRAINING training courses described in the then current INFOTECH TRAINING Training Catalogue and specified in the Order.
"Customer"	Means the person so described in the Order.
"Order"	<p>Means the INFOTECH TRAINING registration form, to which these terms and conditions are attached or which is expressed to be subject to these terms and conditions, for participation on INFOTECH TRAINING training courses when completed by Customer and submitted to INFOTECH TRAINING. For these purposes, such form(s) shall be considered to have been completed by Customer and submitted to INFOTECH TRAINING whether</p> <p>(i) completed by hand and submitted personally, by post or facsimile;</p> <p>(ii) completed and submitted electronically via Internet or other means; or</p> <p>(iii) completed by INFOTECH TRAINING pursuant to telephone instructions from the Customer.</p>
"INFOTECH TRAINING"	Means INFOTECH TRAINING (UK) Limited of 262 Twickenham Road, Isleworth, Middx, TW7 7DT

The headings are for convenience only and shall not affect their interpretation.

All obligations on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural.

2 Basis of Order

AN ORDER CONSTITUTES AN OFFER BY CUSTOMER TO PARTICIPATE ON THE COURSE(S) SPECIFIED IN THE ORDER SUBJECT TO THESE CONDITIONS. SUCH OFFER SHALL NOT BE DEEMED TO BE ACCEPTED BY

INFOTECH TRAINING UNLESS INFOTECH TRAINING EXPRESSLY CONFIRMS ITS ACCEPTANCE (RATHER THAN AN ACKNOWLEDGMENT OF RECEIPT OF ORDER) IN WRITING TO THE CUSTOMER.

THESE CONDITIONS SHALL APPLY TO THE AGREEMENT TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS ON WHICH THE ORDER IS MADE OR PURPORTED TO BE MADE BY THE CUSTOMER.

NO VARIATION TO THE ORDER OR THESE CONDITIONS SHALL BE BINDING UNLESS AGREED IN WRITING BETWEEN THE AUTHORISED REPRESENTATIVES OF INFOTECH TRAINING AND THE CUSTOMER. FOR THE AVOIDANCE OF DOUBT, IT IS CONFIRMED THAT NO VARIATION TO THE ORDER OR THESE CONDITIONS AGREED VIA TELEPHONE SHALL BE BINDING UNLESS CONFIRMED BY INFOTECH TRAINING IN WRITING BY INFOTECH TRAINING AND NOT DISPUTED BY CUSTOMER WITHIN 7 DAYS OF THE DATE OF SUCH CONFIRMATION.

3 Registration and Dates

Customer shall ensure that the Order is delivered to INFOTECH TRAINING at least one week before the date of any course.

INFOTECH TRAINING shall be entitled to refuse the provision of any course where

- (a) such Course is fully booked;
- (b) bookings on such Course are fewer than the minimum number required to make it viable for INFOTECH TRAINING.

In that case, INFOTECH TRAINING shall advise Customer as soon as practicable, offering Customer a suitable alternative date or course, as appropriate. Where no suitable alternative date/course can be found INFOTECH TRAINING shall return to Customer any payment it has made for the Course(s).

4 Price and Payment

The price of the Course(s) shall be as stated in the then current INFOTECH TRAINING Training Catalogue and the Order and unless otherwise so stated is exclusive of any Value Added Tax, which shall be payable in addition at the rate then prevailing. INFOTECH TRAINING reserves the right in addition to pass on any charges

- (a) relating to returned cheques credit or charge card charge backs; and
- (b) for any handling fees incurred by INFOTECH TRAINING in relation to bookings made by credit or charge card.

INFOTECH TRAINING will notify Customer of the relevant charges prior to issue of a confirmation invoice.

The price of the Course(s) will not include the cost of Course documentation, lunch, tea and coffee.

Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier

than originally scheduled.

Customer shall pay the amount due at least 21 days prior to the commencement of the Course(s) specified in the order, or on placing the order if placed less than 21 days prior to the commencement of the course(s).

If payment is by credit card, Customer shall pay the amount due at least 14 days prior to the Commencement if the Course(s) specified in the order, or on placing the order if placed less than 14 days prior to the commencement of the course(s).

Only credit card payments are accepted for registrations made less than 7 days before the course(s) commencement date.

5 Cancellation

INFOTECH TRAINING reserves the right to cancel any Course(s) for any reason and INFOTECH TRAINING shall inform Customer of such cancellation and offer Customer suitable alternative dates or a full refund of the price paid for the Course(s).

Customer may cancel or rebook its registration for any Course by written notice provided that

- (a) no charge shall be made where notice of cancellation or rebooking is received by INFOTECH TRAINING at least 14 days prior to the date of the Course;
- (b) 50% of the price shall be charged where notice of the cancellation or rebooking is received by INFOTECH TRAINING between 7 and 14 days prior to the date of the Course;
- (c) the full price of the Course shall be charged where either no notice of cancellation or rebooking is received or less than 7 days prior notice is given.

Customer shall be fully and solely responsible for any and all expenses which may be incurred by Customer in relation to the Course.

6 Duties of Customer

INFOTECH TRAINING reserves the right to exclude Customer from attending any Course due to disorderly conduct, failure to observe any of INFOTECH TRAINING's rules of participation or failure to attend the prerequisite class or classes for a particular Course. No refund of fees shall be paid to Customer in such circumstances..

Customer shall ensure that all course attendees fulfil any and all of the course prerequisites as communicated by INFOTECH TRAINING. INFOTECH TRAINING reserves the right to exclude any Customer who does not fulfil such prerequisites. No refund of fees shall be paid to Customer in such circumstances.

7 Warranties and Liability

Whilst every effort is made by INFOTECH TRAINING to ensure that the Course instructors are appropriately qualified and trained, INFOTECH TRAINING does not accept liability for any loss, cost or expense or for any special or indirect or

consequential damages arising from negligence, misconduct or lack of skill in delivering the Course(s).

Without prejudice to the provisions of Clause 7.1, INFOTECH TRAINING's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Course(s).

Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.

Save as expressly set forth in this Agreement all conditions and warranties express or implied are to the extent permissible in law excluded.

In the case of the Course being delivered remotely using the customer's network infrastructure and the Citrix Secure Gateway to access INFOTECH TRAINING's standard training systems located at an INFOTECH TRAINING site, INFOTECH TRAINING will work with the customer to ensure that adequate testing is carried out on customer's network infrastructure prior to delivery of the Course. For the avoidance of doubt, if any changes are made to the customer network infrastructure between the time of testing and the time of delivery of the Course, customer shall be solely responsible for any resulting adverse effects on Course delivery. Customer also acknowledges that the Citrix Secure Gateway is an internet based connection method and as such INFOTECH TRAINING cannot be held liable for issues with routing, network usage, speed of connection, proxy server failure or any other issues arising from or within the customer network or public webpace.

8 Intellectual Property Rights

INFOTECH TRAINING retains all rights, title and interest in any and all materials including, without limitation, products, third-party products, data, plans, specifications, reports, designs, technological "know how", notes, exercises, documentation and any other information (collectively "INFOTECH TRAINING Materials") used or in any manner employed or created by INFOTECH TRAINING. No ownership in or rights to the INFOTECH TRAINING Materials is conveyed to Licensee under this Agreement. Under no circumstances may the whole or any part of the Course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of.

9 General Matters

INFOTECH TRAINING reserves the right to amend the content of any course without notice to customer where, at the sole discretion of INFOTECH TRAINING, such amendment is deemed not to fundamentally change the content of such course

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing and sent by facsimile transmission or delivered by hand or sent by first class post and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or 3 days after posting or within 24 hours of transmission if sent by facsimile.

If any provision of these conditions is held by any 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 thereby.

This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement and INFOTECH TRAINING and the Customer hereby agrees to submit to the exclusive jurisdiction of the English Courts in respect of any dispute in relation to this Agreement.

This Agreement shall be governed by and interpreted in accordance with the laws of England.