

General Terms & Conditions - Training Version 1 (“these Terms”)

1 Definitions and Interpretation

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

"Agreement" means these Terms, any accepted Booking Form and any document which is supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof;

"Attendee" means the person nominated by the Customer as identified in the Booking Form;

"Booking Form" means the booking form which is subject to these Terms and which relates to participation by the Attendee on the Course;

"Course" means an Open Course or an Onsite Course;

"Customer" means the customer named in the Booking Form;

"ITS" means Industrial Technology Systems Limited registered in England and Wales under company number 2658829 whose registered office is at ITS House, High Force Road, Riverside Park, Middlesbrough, TS2 1RH which is also the trading address;

"Onsite Course" means a training course which is not an Open Course and which is to be provided by ITS to the Customer at the Customer's premises;

"Open Course" means an ITS training course as described on ITS's website at www.its-ltd.co.uk.

1.2 If a Customer comprises of more than one person or entity, all obligations of such Customer shall be joint and several as regards such persons and entities.

2 Registration

2.1 For an Open Course, the submission of a Booking Form via ITS's website at www.its-ltd.co.uk constitutes an offer by the Customer to participate on the Open Course specified in the Booking Form. Such offer shall not be deemed to be accepted by ITS unless and until ITS expressly confirms acceptance by sending an e-mail to the Customer at which time the Agreement will be made.

2.2 For an Onsite Course, the provisions of clause 2.1 above shall apply save that ITS will issue a quotation and Booking Form to the Customer for completion and submission.

2.3 These Terms shall apply to the Agreement to the exclusion of any other terms and conditions on which any order is placed or purported to be placed by the Customer.

2.4 No variation to the Booking Form or these Terms shall be binding unless agreed in writing between an authorised representative of ITS and the Customer.

3 Price and Payment

3.1 The fee for an Open Course is set out on ITS's website.

3.2 The fee for an Onsite Course will be set out in the Booking Form issued by ITS to the Customer in accordance with clause 2.2 above.

3.3 The fee is exclusive of any Value Added Tax, which shall be payable in addition by the Customer at the prevailing rate.

3.2 The fee is liable to change at any time but any changes will not affect the booking of any Course which ITS has already accepted pursuant to clause 2.1 or clause 2.2 above.

3.3 The fee includes standard documentation appropriate to the Course.

3.4 Unless otherwise agreed in writing between the parties, the Customer shall pay the fee :

- a) no later than forty-two (42) calendar days prior to the date of the Course or;
- b) if the date of the Course is within forty-two (42) calendar days of the date of submission of the Booking Form, the fee is due immediately.

4 Cancellation, Transfer and Change of Venue

4.1 ITS reserves the right to cancel or re-arrange any allocated dates for the Course at any time and for any reason. If a Course is not rearranged by ITS in agreement with the Customer, ITS shall provide the Customer with a full refund of the fee paid by the Customer for the cancelled Course.

4.2 The Customer may with ITS's prior written agreement at no additional charge substitute an alternative Attendee.

4.3 The Customer may transfer a nominated Attendee to another scheduled date for the Course provided that ITS's agreement is obtained in writing at least fourteen (14) calendar days or such shorter period as ITS may accept.

4.4 The Customer may cancel its booking of any Course strictly subject to ITS's cancellation policy which appears as Annex 1 to these Terms. Notification of any cancellation must be made in writing to the Finance Manager, ITS House, High Force Road, Riverside Park, Middlesbrough, TS2 1RH.

4.5 The Customer acknowledges that ITS may have to change the original venue for an Open Course for reasons beyond its control and, in such circumstances, the Customer will not be entitled to cancel unless such new venue is more than 20 miles from the original venue.

5 Duties of the Customer

5.1 The Customer is responsible for advance notification to ITS (within the relevant section of the Booking Form) of any disability or other special requirements relating to the Attendee. ITS will endeavour to accommodate such notified needs if reasonable and practical to do so.

5.2 The Customer shall ensure that the Attendee shall have adequate competence, knowledge and skill to interpret and benefit from the Course provided by ITS.

5.3 ITS reserves the right to exclude an Attendee from any Course due to the Attendee's disorderly conduct or failure to fulfil any reasonable requirements as published by ITS or otherwise notified to the Customer. The fee shall be forfeited by the Customer in such circumstances.

5.4 For an Onsite Course, the Customer shall be responsible for ensuring that all hardware, equipment and all necessary facilities, including a suitable room (with adequate Internet connection and power sockets) are provided to ITS and maintained for the duration of the Onsite Course.

6 Venue

6.1 The Customer is responsible for all travel arrangements, accommodation requirements and other costs incurred by the Attendee relating to attendance at a Course.

6.2 ITS shall have no responsibility for any non-refundable costs arising under clauses 4.5 and 6.1 and resulting from any changes to the scheduling of the Course or cancellation howsoever arising.

7 Warranties and Liability

7.1 ITS will use reasonable endeavours to ensure that the Course is provided with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

7.2 In relation to the provision of the Course by ITS to the Customer and subject to clause 7.5, ITS's total liability in contract, tort or otherwise shall not exceed the Course Fee paid by the Customer for the Course in respect of which the claim is made.

7.3 The Customer shall indemnify and hold harmless ITS, its officers, directors, agents and employees, from and against all claims, actions, demands, losses, costs, expenses (including, without limitation, all legal fees and disbursements), damages and liabilities arising from any breach of the Customer's obligations under this Agreement.

7.4 Notwithstanding any other provision of this Agreement, ITS does not accept liability for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under this Agreement in delivering the Course.

7.5 Neither party excludes or seeks to limit its liability in respect of death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

7.6 All conditions and warranties not expressly set forth in this Agreement and whether expressed or implied are excluded to the fullest extent permissible by law.

8 Intellectual Property Rights

8.1 The copyright in and all other intellectual property rights relating to the Course software, data, documentation and any related materials ("Course Materials") provided to the Customer by ITS are owned exclusively by and hereby reserved to ITS and/or its third party licensors. ITS hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable licence to use such Course Materials solely for the purpose of receiving the Course.

8.2 Under no circumstances may the whole or any part of the Course Materials be produced or copied in any form or by any means or translated into another language by the Customer without the prior written permission of ITS.

8.3 The Customer shall not delete, amend, alter or deface any confidentiality or proprietary notices on the Course Materials.

8.4 The Customer shall ensure that the Attendee shall keep confidential the Course Materials and comply fully with all use restrictions notified to the Customer by ITS in relation to the Course Materials.

9 General

9.1 ITS reserves the right to amend the content of any Course without notice to the Customer when, in the opinion of ITS, such amendment does not fundamentally change the content of such Course. The Customer shall not be entitled to cancel in such circumstances.

9.2 ITS's employees and/or agents are not authorised to make any representations concerning any Course unless confirmed by an authorised representative of ITS by e-mail or otherwise in writing.

9.2 Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, failure of a network(s), flood, drought, lightning or fire, strike, lockout, or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), environmental hazards, acts of terrorism, acts or omissions of Government, highway authorities or other circumstances beyond the control of the parties.

9.3 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing and sent by facsimile transmission or delivered by hand or sent by first class post and addressed:

9.3.1 if to ITS to the Finance Manager, ITS House, High Force Road, Riverside Park, Middlesbrough, TS2 1RH.

9.3.2 if to the Customer at the address given in the Booking Form or such other address as may have been notified pursuant to this clause 9.3 to the party giving the notice and shall be deemed received on actual receipt by hand or three (3) business days after posting or next business day after transmission if sent by facsimile.

9.4 ITS will use the personal information provided by the Customer in accordance with ITS's privacy policy.

9.5 ITS and the Customer hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute in relation to this Agreement.

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

Annex 1

Bookings

Bookings may be made by post, fax, email or online.

Cancellations

If you cancel attendance of the course the following charges will apply:-

Cancellation received by us	Charges
Fewer than 15 working days prior to the course start date or if you fail to attend.	100% of the course price*
Between 15 working days and 30 working days before the course date.	50% of the course price*
More than 30 working days before the course date.	20% of the course price*

*Course price is the total course cost. All cancellations must be made in writing.

Delegate Substitutes

Substitutes can be made at any time by you without incurring a penalty.

Amendments

We reserve the right for reasons of illness of the trainer or other causes beyond our control to cancel the course, whereupon you will be offered another mutually agreeable date or the monies received in respect of that course, refunded in full. We will not be liable for any loss or expense of the client arising out of such a cancellation. We are constantly updating and improving our courses, therefore, we reserve the right to change the venue and/or trainer and to update the course content, without prior notice.

Health Declaration

It is your responsibility to make sure that when you attend our programmes that you have no medical condition, which prevents you from taking part.

VAT

All prices quoted are exclusive of UK VAT, which is charged at the appropriate rate on issue of each invoice.

Terms of Payment

Payments can be made by BACS, CHAPS, cheque, debit or credit card (a 2.8% credit card charge applies to Visa and Mastercard payments and a 3.35% charge applies to American Express). All cheques must be made payable to Industrial Technology Systems Ltd. 100% payment is required 42 calendar days prior to the course date. Where bookings are made within 42 calendar days of the course, payment is required in full with the confirmation.

Booking Form

Fax to: +44 (0)1642 222166

Post to: Industrial Technology Systems Ltd, ITS House, High Force Road, Riverside Park, Middlesbrough, TS2 1RH.

Book Online at: www.its-ltd.co.uk

Terms and Conditions: The completion and return of this booking form represents acceptance of the General Terms & Conditions - Training Version 1.

Your Details	
Your Name	
Your Position	
Purchase Order No.	
VAT Number	
Company Name	
Company Address	
Telephone Number	
Email Address	

Course & Delegate Details	
Course Title	
Course Date / Course Location	
Delegate's Name	
Delegate's Position	
Delegate's E-mail Address	

Course Title	
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Course Date / Course Location	
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