

Terms & Conditions

Intequal is the trading name of The IT Skills Management Company Limited
15 Warwick Road
Stratford upon Avon
Warwickshire
CV37 6YW.

These Terms of Business ("Terms") govern the relationship between the Delegate and the Company for the provision of Training Courses By submitting the Registration Form the Delegate has agreed to be bound by these Terms:

1. Interpretation

- a. "**CONTRACT**" means the contract for the provision of the Training Course, comprising the Agreement and Registration Form and these Terms.
- b. "**COMPANY**" means Intequal is the trading name of The IT Skills Management Company Limited, 15 Warwick Road, Stratford upon Avon, Warwickshire, CV37 6YW
- c. "**CONTRACTING PARTY**" means the individual or organisation named on the Registration Form as being responsible for payment of Training Course Fees.
- d. "**TRAINING COURSE**" means the service to be provided by the Company for the Delegate and referred to by course title or course reference code in the Registration Form and more particularly described in the Published Literature.
- e. "**TRAINING COURSE FEES**" means the price of the Training Course as set out in the Published Literature from time to time.
- f. "**COURSE MATERIALS**" means any Documents, vouchers or other materials, and any data or other information provided by the Company relating to the Training Course.
- g. "**DOCUMENT**" includes, in addition to a document in writing, any plan, design, drawing, picture or other image, or any other record of any information in any form.
- h. "**PUBLISHED LITERATURE**" means the Company's website, brochures and other information documents containing details of the Company, Training Courses being offered and any other information that may be relevant to Delegates and Prospective Delegates from time to time.
- i. "**REGISTRATION FORM**" means the registration form completed by the Delegate.
- j. "**DELEGATE**" means the person named on the Registration Form or in other communication from the Contracting Party, submitted to the Company for whom the Company has agreed to provide the Training Course in accordance with these Terms.
- k. The headings in these Terms are for convenience only and shall not affect their interpretation
- l. Where the Contracting Party is not the Delegate, the Contracting Party will ensure that the Delegate complies with any obligations in these Terms that are specific to the Student

2. Supply of the Training Course

- a. The Company shall provide the Training Course to the Delegate subject to these Terms. Any changes or additions to the Training Course or these Terms must be agreed in writing by the Company and the Contracting Party.
- b. The Training Course shall be provided in accordance Published Literature relating to the Training Course from time to time, subject to these Terms.
- c. Further details about the Training Course, and advice or recommendations about its provision, which are not given in the Published Literature, may be made available on written request.
- d. The Company may correct any typographical or other errors or omissions in any Published Literature, quotation or other document relating to the provision of the Training Course without any liability to the Contracting Party.
- e. The Company may at any time without notifying the Delegate or the Contracting Party (if different) make any changes to the Training Course which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Training Course. In particular the Company reserves the right to alter the curriculum of a particular Training Course in response to alterations made by the examining body provided that such alterations shall not materially affect the nature or the quality of the Training Course or the qualification to be gained at the end of the Course.

3. Fees and Charges

- a. Subject to any special terms agreed the Contracting Party shall pay the Training Course Fees as to 100% on submission of the Registration Form.
- b. If the Registration Form is submitted less than 21 days prior to the commencement of the Training Course then the Training Course Fees shall be payable in full at the time of submission of the Registration Form.
- c. The Company is not obliged to hold a place for a Delegate on a particular Training Course where the Contracting Party has not paid any sums due by the times for payment set out in Clause 3.a or 3.b as the case may be.
- d. All charges quoted to the Contracting Party for the provision of the Training Course are exclusive of any Value Added Tax, for which the Contracting Party shall be additionally liable at the applicable rate from time to time.
- e. The Company reserves the right to refuse the Delegate admission to the specific Training Course booked where all Training Course Fees have not been paid in full by the times set out in this Clause.
- f. If the Delegate attends any part of the Training Course then the Training Course Fees in full shall be due and payable and no refunds shall be payable except as specifically set out herein.

4. Rights in Course Materials

- a. The property and any copyright or other intellectual property rights in any Course Materials shall belong to the Company, subject only to the right of the Delegate to use the Course Materials for the purposes of the Training Course and for the Delegate's own personal use and information.
- b. The Delegate and Contracting Party (if different) shall not be entitled to copy the Course Materials or any part thereof without the express permission of the Company.
- c. The Contracting Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Company, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Contracting Party shall not use the Company's confidential information for any purpose other than to perform its obligations under this Contract.

5. Warranties and Liability

- a. The Company warrants to the Contracting Party that the Training Course will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Registration Form and other Published Literature and at the time or times referred to in the Registration Form.
- b. Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Contracting Party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Training Course or its attendance by the Delegate, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Training Course Fees, except as expressly provided in these Terms.
- c. The Company shall not be liable to the Contracting Party or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Course, if the delay or failure was due to any cause beyond the Company's reasonable control.
- d. The Delegate shall be deemed to have satisfied him/herself that the Training Course described in Published Literature accords with the Delegate's requirements. Subject to Clause 2.e above the content of the Training Course is limited to those matters and subjects as are specifically set out in the Published Literature or other information that

may be supplied to the Delegate by the Company in relation to the Training Course.

- e. The Company warrants that the Training Course is structured for and contains the appropriate information to achieve the specific standards or qualifications as are specifically described in the Published Literature (or as amended in accordance with Clause 2.e) in relation to the Training Course but the Company does not warrant that such standards or qualifications will be achieved by any Delegate.

6. Cancellation, Rescheduling and Refunds

- a. At any time up to 21 days prior to the commencement date of the Training Course for which a Delegate is registered the Contracting Party shall be entitled to reschedule without penalty to a future course, subject to availability. The Contracting Party shall not be entitled to reschedule to any course commencing more than 12 months after the commencement date of the Course for which the Contracting Party originally registered. All future reschedules for the same course will carry a fee of £500 +VAT, as long as they're communicated at least 21 days prior to course commencement.
- b. If a Delegate or Contracting Party (if different) wishes to reschedule less than 21 days prior to the commencement of the Training Course for which the Delegate is registered then that will be considered a cancellation as per 6.d.
- c. At any time up to 21 days prior to the commencement date of the Training Course for which a Delegate is registered the Contracting Party shall be entitled to cancel that registration subject only to the Company's right to charge a maximum of £500 +VAT in respect of administration costs plus the cost of any Course Materials already supplied by the Company to the Delegate.
- d. If the Contracting Party wishes to cancel less than 21 days prior to the commencement date for the Training Course for which the Delegate is registered then all Training Course Fees already paid by the Contracting Party shall be forfeited and those Training Course Fees which were due but unpaid at the date of cancellation shall remain due and payable.
- e. If the Contracting Party has paid all or any part of the Training Course Fees but the Delegate fails to attend the Training Course to which such Training Course Fees relate or any rescheduled Training Course (in accordance with Clause 6.a) within the period of 12 months after the commencement date of the Training Course for which the Delegate registered then at the expiry the 12 month period the Company shall be entitled to retain any Training Course Fees already paid and to require payment of any Training Course Fees due but unpaid.
- f. The Company reserves the right to reschedule or cancel any Training Course where the Company reasonably believes that it is impractical to run a particular Training Course or where the number of Delegates enrolled for a particular Training Course makes it uneconomical for the Company to run that Training Course at that time or at all. In any such case the Company shall endeavour to notify the Delegate of any such

rescheduling or cancellation at the earliest opportunity and the Company shall bear no liability in respect of such rescheduling or cancellation save that the Company shall reimburse all Training Course Fees already paid if the Delegate does not wish to attend any future Training Course, less the cost of any materials already supplied to the Delegate.

7. General

- a. These Terms (together with the terms, if any, set out in the Registration Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- b. A notice required or permitted to be given by either party to the other under these Terms shall be in writing 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.
- c. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- d. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- e. English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English courts.
- f. No one other than a party to this Contract shall have any right to enforce any of its terms.