

Conditions for the Supply of Training Services

These terms and conditions regulate the business relationship between you and us. When you buy from us, you agree to be bound by them.

We are: **EA Technology Limited**
Our address is: **Capenhurst Technology Park, Capenhurst, CH1 6ES, UK**

We are a Limited Company, registered in England and our Company Number is 2566313. If you need to contact us in relation to the Training Services to be supplied or supplied under this agreement, you can email powerskillscentre@eatechnology.com or telephone +44 (0) 151 339 4181.

You are: **a visitor to Our Website / our customer**

The terms and conditions

1 Definitions

In this agreement:

- “Consumer” means any natural person who, in connection with this agreement, is acting for purposes which are outside his business;
- “Content” means any material in any form published on Our Website by us or any third party with our consent;
- “Course Brochure” means the brochure produced by us outlining the detailed provision of the course that you wish to / have ordered, including hard copies and electronic copies from Our Website;
- “Goods” means any materials, products, goods or articles of any kind (including without limitation, the Software) supplied by us to you in connection with the provision of the Training Services;
- “Intellectual Property Rights” means any patent, copyright, design right, trade mark, confidential information, know how and all similar rights, whether or not registered or capable of registration, belonging to us or arising from the performance of the Training Services;
- “Our Website” means the entire computing hardware and software installation that is or supports Our Websites (www.eatechnology.com & www.powerskillscentre.com) and any content or copy featured on Our Website;
- “Order” means an order placed by you for Goods and/or Training Services in accordance with these terms and conditions
- “Products” means any instrument or other product developed, manufactured, licensed and/or sold by us or any of our affiliates;

“Software”	means any software supplied by us to you, which form part of the Goods; and
“Training Materials”	means all teaching materials used by us to deliver the Training Services, including presentation slides, handouts, teaching notes and any other materials, whether provided in hard copy or by electronic means;
“Training Services”	means any of the training courses and programmes we offer for sale on Our Website and including Goods so far as specified for each course or programme.

2 Our contract with you

2.1 These terms and conditions apply:

- 2.1.1 so far as the context allows, to you as a visitor to Our Website; and
- 2.1.2 in any event, to you as a buyer or prospective buyer of our Training Services.

2.2 Our contract with you shall come into existence only when we accept your Order by e-mail confirmation. Our message will also confirm details of your purchase. Joining instructions and any further information, if appropriate, will be sent to the same email address approximately two weeks before the date of the course or programme.

2.3 Whilst we endeavour to ensure the materials detailing the courses and programmes are as accurate as possible, we are sometimes required to make changes to the speakers and/or course content at short notice. In the event that we are required to amend the Training Services, we will endeavour to provide substitute services of equivalent quality and price.

2.4 We reserve the right to cancel any Training Services for any reason (including, without limitation, not achieving the required threshold for number of delegates) in our absolute discretion. We will notify you of such cancellation by e-mail.

2.5 If at any time, before commencement of the delivery of a Training Service for which you have paid, such Training Service becomes unavailable or is cancelled, we will contact you immediately and refund any money you have paid.

2.6 In the event that delivery of the Training Service has already started and is cancelled before delivery is completed, for any reason, including, but not being limited to, sickness of the person delivering the Training Service, then we will offer one of the following at our sole discretion:

- 2.6.1 A pro-rata refund of the amount of the Training Services actually received;
- 2.6.2 A credit note for the Training Service to use for other Training Services provided by us; or
- 2.6.3 A rescheduled booking for the same Training Services if a date is already available.

2.7 We exclude all liability to the fullest extent permissible by law for costs and expenses incurred by you in connection with the Training Services, including but not limited to travel and accommodation expenses, arising from cancellation by us of the Training Services provided that we give you not less than two weeks' notice of such cancellation.

In the event that we provide less than two weeks' notice of a cancellation our liability shall be limited to reasonably and properly incurred costs and expenses such as, but not exclusive to, economy travel.

- 2.8 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Services.
- 2.9 If in future, you buy Training Services from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.10 If we owe you money in relation to the purchase of Training Services, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 30 (thirty) days from the date of your order.

3 Your account with us

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Training Services.
- 3.2 If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 3.3 You are responsible for all activities that occur under your account. You must tell us immediately if you believe your account has been accessed by a third party without your authority. If possible to do so you must also log in to your account and change your password.
- 3.4 Please refer to our Privacy Policy, available on Our Website, for further information on how the information you provide will be used.
- 3.5 With regard to online learning services, you agree that only such number of users as specified in the booking, shall have access to the resources and any misuse will result in an access code being blocked.

4 Price, payment and service provision

- 4.1 The price quoted in our Course Brochure includes tuition, Training Materials as outlined in the Course Brochure, food and drink as outlined in the Course Brochure and Value Added Tax (VAT) and any other taxes or duties that apply in the UK.
- 4.2 Any optional costs (including additional excursions) will be clearly identified in the Course Brochure and will be payable in addition to this price if you decide to exercise any options.
- 4.3 You agree to make full payment for the contracted places or course within 30 days of order acceptance. If the expiry of this period is less than 50 days prior to the commencement of the Training Services, then payment in full must be made at the time of booking.
- 4.4 If you are paying online, you agree to provide RBS WorldPay with the details necessary to take payment for provision of the Training Services. Please be aware that RBS WorldPay may email you a receipt for your payment prior to our email confirmation.

Please note correspondence from RBS WorldPay confirms receipt of your payment and does not confirm our acceptance of your order.

- 4.5 Subject always to clause 4.3, for bookings placed in person or over the phone, we may at our discretion agree to invoice in accordance with your purchase order payment terms or such other payment methods as we may from time to time agree.
- 4.6 Training Services will be provided as detailed in the relevant Course Brochure provided on Our Website.
- 4.7 Unless stated, you are responsible for making your own arrangements for travel to and from the stated venue and accommodation, if required. We may, from time to time, provide details of accommodation providers within the vicinity of the venue, including negotiated rates. However, we do not accept any responsibility for any matters associated with such bookings.

5 Cancellation of order

- 5.1 If you are a citizen of the European Union, and you are buying as a Consumer, you may cancel your order for the Training Services at any time before the expiry of 14 working days from the date of our confirmation email, not including the day you ordered. This clause applies to online and telephone sales only.
- 5.2 If you book onto a course that is due to commence within 14 working days of the date of booking and are eligible under the above clause 5.1, if you cancel before the commencement of the relevant course, we will retain a reasonable and proper apportionment of the costs of services received up to and including the date of cancellation.
- 5.3 If you have booked an online Training Service, then the right to cancel the services in accordance with this clause 5.1 shall automatically end once the access code has been activated.
- 5.4 If you choose to cancel within the period referred to in clause 5.1, we will refund your money (less any sums determined under clause 5.2) within 14 days from receiving your request to cancel.
- 5.5 This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you.
- 5.6 Subject to clause 5.1 a fee, as set out in clause 5.7, will be charged when confirmed bookings are cancelled. A substitute may be nominated at any time.
- 5.7 Cancellation fees are:
 - 35 days or more – 50% of fees
 - 34 days or less – 75% of fees
 - 14 days or less – 100% of fees

6 Foreign taxes, duties and import restrictions

- 6.1 If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2 You are responsible for purchasing Training Services which you are lawfully able to use

and for ensuring that, by accessing the Training Services, you do not contravene any law in your country.

7 Dissatisfaction with the Services

7.1 If you are not wholly satisfied with the Training Services, please tell us at the earliest opportunity:

7.1.1 exactly why you think we have failed;

7.1.2 the date, if relevant, of the failure;

7.1.3 when and how you discovered the failure; and

7.1.4 the result of the failure.

7.2 To do this, contact us either

7.2.1 by email at powerskillscentre@eatechnology.com; or

7.2.2 in writing to the Director, Power Skills Centre, EA Technology, Capenhurst Technology Park, Capenhurst, CH1 6ES, United Kingdom.

8 Disclaimers

8.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Training Services, at any time and without advance notice.

8.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention any errors that you find.

8.3 We give no warranty and make no representation, express or implied, as to:

8.3.1 the adequacy or appropriateness of the Training Services for your purpose;

8.3.2 any implied warranty or condition as to merchantability or fitness of the Training Services for a purpose other than that for which the Training Services are commonly used; and/or

8.3.3 compatibility of Our Website or online training services with your equipment, software or telecommunications connection.

8.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.

8.5 Our liability is limited (to the fullest extent permitted by law) to the value of the goods or services you have purchased.

8.6 Nothing in these terms and conditions shall exclude or limit either party's liability in respect of: (i) death or personal injury caused by negligence; or (ii) for any other matter for which it is illegal to exclude or limit liability; or (iii) fraudulent misrepresentation.

9 System Security

- 9.1 You agree that you will not and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 9.2 You may not use any software tool for the purpose of extracting data from our website.
- 9.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights in Training Services (including online training services), our Products and Our Website, including in the Course Brochure, Course Materials and the Content, whether provided by us or by any other provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software), are reserved to us (or to the relevant provider).
- 10.2 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Course Brochure, Course Materials or Content, in whole or in part.
- 10.3 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person without our written consent.
- 10.4 Subject to the other terms of this agreement, you may access, view, use, download and/or copy Content for your own personal use as permitted by this agreement or the relevant Training Services only. You must not permit any third party to access, view, download and/or copy Content and you must not carry out any such activities on behalf of any third party. You must not share any Content with any third party unless expressly agreed by us in writing.
- 10.5 We grant you a non-exclusive, non-transferable, royalty free, revocable licence to use the Training Services, Training Materials and any Content to the extent necessary to obtain the benefit of this contract only. Upon termination or expiry of this contract any such licence shall immediately cease.

11 Your email address

- 11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

12 Indemnity

You agree to indemnify us and hold us harmless against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of our Training Materials or Our Web Site, or the infringement by you, or by any other person using your computer, electronic device, or account, of any Intellectual Property Rights or other right of any person.

13 Data Protection

- 13.1 We may request certain information from you including your name, address, e-mail address, and contact details which may constitute personal data under relevant legislation in order to be able to fulfil our contractual obligations to you as set out in these terms and conditions, or to be able to provide you with a quotation, and for no other purpose.
- 13.2 We will retain personal data for as long as is needed to comply with these terms and conditions.
- 13.3 We will always endeavour to protect your data and we implement security safeguards designed to do so. However, we cannot warrant the security of any information that you provide to us.
- 13.4 If you have any queries in relation to this Condition 13, please get in touch with us.

14 Miscellaneous provisions

- 14.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 14.2 Nothing in this agreement or on Our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 14.3 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 14.4 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 14.5 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 14.6 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.
- 14.7 This Agreement shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales. This agreement shall not be governed by the United Nations Convention on

Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

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