



# General Terms and Conditions for Training

IGEL Technology Limited

## Section 1: Scope

- (1) These General Terms and Conditions (**Terms**) apply to all paid and non-paid training services (**Training**) that IGEL Technology Limited (**IGEL**), offers or provides to commercial customers and partners (**Customer** or **Customers**). For the avoidance of doubt, the Customer's own terms and conditions shall not apply to the Training.

## Section 2: Basis of contract

- (1) The Contract for Training to which these Terms shall apply shall be formed after the Customer has sent the online or written registration form for training (**Registration Form**) to IGEL and IGEL has accepted such order by confirmation in writing (by post, fax or e-mail) (**Order Confirmation**). Such written confirmation of the order shall be given at any time at least 10 working days before the scheduled start of the Training.
- (2) These Terms, the Registration Form and the additional website terms referred to therein and the Order Confirmation constitute the entire agreement between the parties (**Contract**). The Customer acknowledges that it was not relied on any statement, promise or representation made or given by or on behalf of IGEL which is not set out in the Contract.
- (3) In the event of a conflict between the terms of the Contract the following order of priority shall apply:
  - a. Order Confirmation; then
  - b. these Terms; then
  - c. website terms (referred to in the Registration Form as "Conditions of Participation") as updated from time to time; and then
  - d. Registration Form.

- (4) The Customer shall ensure that the Registration Form and any information they provide in it, are complete and accurate.

### **Section 3: Rebooking and naming of substitute participants**

If a Customer is not able to take part in the Training, they may appoint a substitute participant. Alternatively, subject to availability and at IGEL's discretion, IGEL may be willing to rebook the confirmed Training on a new date.

### **Section 4: Charges and payment**

- (1) The applicable charges for the Training are as published on the website referred to in the Registration Form at the time that it is submitted to IGEL.
- (2) IGEL shall invoice the Customer at the time of providing written confirmation of the order for Training and such invoice shall be payable in full and cleared funds on the earlier of:
  - a. within 30 days of the date of the invoice, or
  - b. at least 10 clear working days prior to the commencement of the Training.

If there are less than 10 clear working days before the date of the Training then payment shall be due immediately upon receipt of invoice.

- (3) Time for payment shall be of the essence of the Contract.
- (4) Without limiting any other right or remedy, if the Customer fails to make any payment due to IGEL under the Contract by the due date for payment (Due Date), IGEL shall have the right to charge interest on the overdue amount at the then current rate under the Late Payments of Commercial Debts (Interest) Act accruing on a daily basis from the Due Date until actual payment of the overdue amount compounding quarterly and IGEL shall have the right to postpone or cancel the Training.
- (5) The Customer shall pay all amounts due under the Contract in full without any deduction and shall not be entitled to set-off or counterclaim against IGEL in order to justify withholding payment of any amount.
- (6) Unless expressly stated otherwise, all sums payable under the Contract are exclusive of VAT at the applicable rate for which the Customer shall also be liable.

## Section 5: Cancellation of Training by the Customer

- (1) If Customer cancels the Training before it commences, the following payments shall be due to IGEL:

**Time of cancellation:**

**Payment due to IGEL:**

Up to 10 working days beforehand:

Free of charge

Up to 5 working days beforehand: 70% of the confirmed training fee

No-show on the day:

100% of the confirmed training fee

- (2) Subject to section 5(1) above, if having confirmed the Training the Customer does not take part in the Training for any reason the full confirmed training fee shall be payable (unless these Terms state otherwise).

## Section 6: Training

- (1) The agreed Training comprises:

a. In the case of courses at IGEL's training premises:

- Training with the agreed content (in accordance with the applicable product data sheet for the training course in question) by an IGEL trainer;
- Provision of the hardware, software and training room for the duration of the course;
- Lunch and drinks during breaks;
- Training materials in English.

b. In the case of in-house training at the Customer's premises:

- Training with the agreed content (in accordance with the applicable course specified in the Registration Form) by an IGEL trainer;
- Training materials in English.

- (2) IGEL shall provide the Training to the Customer using reasonable care and skill and in accordance with the content as set out in the applicable product data sheet.
- (3) IGEL shall have the right to make any changes to the Training which are necessary to comply with applicable law or safety requirement, or which do not materially affect the nature or quality of the Training.

**Section 7: Certificates of participation**

- (1) Upon request, course participants shall be given a certificate of participation if they complete the training successfully. To obtain this certificate, a participant must have been in attendance throughout the full duration of the course.

**Section 8: Intellectual Property in the Training materials**

- (1) All training materials (including any documents, aids, electronic presentations files, samples) and all associated Intellectual Property used or provided to the course participants in connection with the Training are the exclusive property of IGEL and must be used by the Customer solely for the purpose of and in connection with the Training. The materials shall not be reproduced, published, modified or translated unless with IGEL's prior written consent.

Recording of the training by using electronic systems (audio, video) shall not be permitted without the prior written consent of IGEL.

- (2) Any Intellectual Property generated in the course of Training shall belong to IGEL immediately upon its creation. Upon generating any such Intellectual Property the Customer will, promptly and on request, provide details of such Intellectual Property to IGEL and will take any steps required to ensure that such rights are assigned to IGEL.
- (3) For these purposes, 'Intellectual Property' means patents, rights to inventions, copyright and related rights, trade marks and services marks, goodwill, rights in designs, research design, marketing concepts, creative designs, rights in and to software, rights in and to confidential information (including know-how and trade secrets), rights in and to databases and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar property rights of whatever nature subsisting (now or in the future) in any part of the world.

**Section 9: Customer's obligations**

- (1) The Customer agrees that access to the Internet during the Training shall not be used outside the context of the Training and the Customer shall ensure that that its course participants shall refrain from:
  - a. posting files in the Web or downloading files that infringe data protection law, personal rights, copyright or criminal law regulations or posting or viewing remarks or depictions of an offensive, defamatory, anti-constitutional, racist or sexist nature.
  - b. trying out, eliciting and unauthorised use of other persons' access permissions (such as user IDs and passwords) and other means of authentication (such as smart cards and magnetic cards).

**The following sub-sections shall apply in respect of in-house Training:**

- (2) The Customer shall be responsible for installing the Training environment for in-house training. At the time of commencement of the Training the Customer shall, at its own expense, ensure that the system requirements specified in the Classroom Setup Guide (which will be available from the IGEL website or otherwise provided by IGEL before the in-house training has been booked) are met, which shall include a network that is operational for the purposes of the Training and the software to be used.
- (3) In-house Training shall be held exclusively in a thin client test environment which must be strictly separated from the Customer's productive environment.
- (4) The Customer guarantees that at the latest by the time the training commences the system requirements are met, the technical systems are operational, the necessary online connections are prepared and the environment is tested for its suitability and its operability.
- (5) If systems of the Customer are used in the agreed Training, the Customer shall be responsible for taking suitable and adequate measures to back up and protect his own data and software programs against loss, destruction and damage. The data shall therefore be backed up before the Training commences.
- (6) The Customer shall provide IGEL, its employees, agents, consultants and subcontractors with access to the Customer's premises at which the Training is to be provided and other facilities as reasonably required by IGEL.
- (7) The Customer shall point out to its course participants that the health and safety and security regulations applicable at the Training venue must be complied with.
- (8) The Customer shall appoint a system administrator who can be contacted throughout the Training and will be immediately available to remedy hardware faults and software errors if and when necessary.

**Section 10: Liability**

- (1) The instruction and exercises in the Training are designed for an attentive participant who can achieve the objectives of the Training. However, IGEL shall not assume any liability for the Training not being successful and for participants not being able to apply the knowledge imparted to them.
- (2) Provided that IGEL provides no less than 7 days' notice to the Customer that a Training session has been cancelled or postponed, it shall not be liable for any expenses incurred by the Customer in relation to the Training.
- (3) Nothing in these Terms shall limit or exclude IGEL's liability for:
  - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- (4) Subject to section 10(3):
- a. IGEL shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or misrepresentation, or otherwise, for any:
    - i. loss of profits;
    - ii. loss of business
    - iii. depletion of goodwill or similar losses;
    - iv. loss of anticipated savings;
    - v. loss of goods;
    - vi. loss of contract;
    - vii. damage to software or hardware;
    - viii. loss or corruption of data or information; or
    - ix. special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

In connection with the Contract.

- b. IGEL's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the total charges payable by the Customer under this Contract.
  - c. IGEL shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the use of copied data carriers.
- (5) The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- (6) This section 10 shall survive termination of the Contract.
- (7) Data carriers that course participants have brought with them shall in principle not be loaded on IGEL's computer systems. If IGEL incurs damage as a result of thereof breach of this section, it reserves the right to claim damages.
- (8) If IGEL's performance of any of its obligations under the Contract are prevented or delayed by any act of omission the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- a. IGEL shall without limiting its other rights or remedies have the right to suspend performance of the Training until the Customer remedies the Customer Default (at which point the Training may be resumed or rearranged at IGEL's discretion);

- b. IGEL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from IGEL's failure or delay to perform any of its obligations as set out in this section; and
- c. The Customer shall reimburse IGEL on written demand for any costs or losses sustained or incurred by IGEL arising directly or indirectly from the Customer Default.

### **Section 11: Confidentiality and data protection**

- (1) The parties undertake to keep confidential all information they receive from the other party in connection with these Terms for an unlimited period of time. This section shall apply in particular to all information expressly indicated as being confidential or a company secret. Following completion of the Training, IGEL shall return all the company documents given to it by Customer.
- (2) The Customer acknowledges and agrees that details of the Customer's and / or course participants' personal data will be processed by and on behalf of IGEL in connection with the Contract.
- (3) Subject to section 11(1), IGEL shall retain the necessary materials, information and documents in connection with the Training for one year as of its end for the purpose of handling any enquiries and follow-up orders. The parties shall comply with all applicable statutory data privacy regulations and shall ensure that any third parties whose services they enlist shall also comply with statutory data privacy regulations.

### **Section 12: Termination**

- (1) The Contract may be terminated:
  - a. immediately by IGEL if the Customer fails to pay any sum due within 14 (fourteen) days after the receipt of the second written reminder;
  - b. immediately by either party if the other commits a material breach of any of these Terms (other than one falling within section 12(1) (a) above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 (thirty) days of a written request to remedy the same;
  - c. immediately by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- (2) Any termination of the Contract pursuant to this section shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party not the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## Section 13: General

### Force Majeure

- (1) Neither party shall be liable for any breach of its obligations under this Contract resulting from matters beyond their reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of IGEL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or Government rule, order regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or contractors (**Force Majeure Event**).
- (2) Each party agrees to give notice to the other immediately upon becoming aware of a Force Majeure Event, such notice to contain details of circumstances giving rise to it.
- (3) If a Force Majeure Event prevents IGEL from providing the Training for more than 3 months then either party shall, without limiting its other rights or remedies, have the right to terminate the Contract. Neither party shall have any liability to the other in respect of the termination of these Terms as a result of the Force Majeure Event.

### Waiver

- (4) The waiver by either party of a breach or default of any of the provisions of the Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

### Notices

- (5) Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile to the address of the other party set out in the Registration Form or Order Confirmation (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile upon transmission, provided a transmission report to a then current number of this recipient can be produced.

### Assignment

- (6) Neither party shall be entitled to assign the Contract nor all or any of their rights and obligations hereunder without the prior written consent of the other.

### Entire Agreement

- (7) The Contract (meaning these Terms, together with the Registration Form, website terms (referred to in the Registration Form) and Order Confirmation) between the



parties, constitutes the entire agreement and understanding of the parties relating to its subject matter (except in the case of fraud) and supersedes all prior written or oral agreements, representations, understandings or arrangements between them relating to the subject matter of the Contract. Neither party shall be entitled to rely on any agreement, representation, understanding or arrangement which is not expressed in the Contract.

### **Governing Law**

- (8) This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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