

Computer Assembly Training Course Terms and Conditions

Richard Alston trading as Cambridge Computer Support of St John's Innovation Centre, Cowley Rd, Cambridge CB4 0WS (referred to in this Contract as "C2S" / "we" / "us" / "our")

Background

C2S agrees to provide a Computer assembly training course for the benefit of the Registrant under the terms and conditions as set out below.

Definitions

Certificate means a document issued by C2S to the Registrant confirming satisfactory completion of the Training Session by the Registrant;

Claim means any cost, claim, expense, fines, penalties, judgments (including legal reasonable expenses), damage, loss, liability or rights of action;

Consequential Loss means (i) consequential or indirect loss under English Law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the Contract Start Date;

Contract means this agreement between you and us;

Contract Start Date means the date the Registration Confirmation is sent to you;

Computer means the computer that the Registrant assembles during the Training Session and which the Registrant will own and is responsible for taking away at the end of the Training Session;

Course Fee means the full price or fee for the Training Session paid by you to C2S;

Customer means the person's details that are provided on the form at Registration;

Customer Care means our dedicated customer care department, contactable at St John's Innovation Centre, Cowley Rd, Cambridge CB4 0WS;

Force Majeure means any cause beyond the reasonable control of either party (including without limitation strikes and/or lockouts, labour disputes external to C2S, and compliance with any law or governmental order, rule, regulation or direction of governmental agencies) provided that a lack of funds shall not constitute Force Majeure;

Joining Instructions means the information sent to you by C2S as part of the Registration Confirmation;

Registrant means the person who will attend the Training Session;

Registration means completion of the booking process by you for the Training Session;

Registration Confirmation means the confirmation sent by us to you containing the Joining Instructions;

Terms means the terms and conditions of the Contract;

Training Session means the session detailed in the Registration Confirmation;

Training Session Materials means any materials provided to you by us at the Training Session, for example, the Computer, manuals, copies of slides, handouts and other similar materials, in whatever form;

Training Start Date means the date the Training Session commences;

Working Day means a day on which banks are open for business in England.

General

These Terms (together with the Registration Confirmation) are the entire agreement between C2S and you regarding the Training Session.

The Contract replaces any prior agreements made between you and C2S regarding the Training Session and no amendment or variation to these Terms is permitted, except with prior written agreement from C2S.

You acknowledge that you are not relying on any statement, implied warranty or representation made by or on behalf of C2S, other than those expressly set out in the Contract.

If any provision of the Contract becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of the Contract shall not be affected.

If we fail to enforce, or delay in enforcing, our rights or remedies under the Contract, such failure or delay shall not operate as a waiver of that right or remedy and shall not prevent us from exercising that right or remedy in the future.

The Contract is not intended to be for the benefit of any third party and shall not confer any rights on any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Value Added Tax

Course Fees (and any other associated costs) are exclusive of VAT, which is payable by you.

Cooling-off Period and Cancellation Policy.

You may cancel a Contract and receive a full refund by written notice to C2S marked for the attention of Customer Care, at least fourteen (14) days prior to the Training Start Date. However, if a Contract is cancelled by you less than fourteen (14) days prior to the Training Start Date, or if a Registrant fails to attend all or any part of a Training Session, the full Course Fee for the Training Session remains payable and no refund shall be given.

Cancellation by C2S

C2S reserves the right to cancel a Training Session for any reason by providing at least forty eight (48) hours written notice to you. If an alternative date is unavailable within three (3) months of the date of the cancelled Training Session, C2S shall refund the Course Fee.

Data Protection

In this clause, references to "personal data" and "data controller" are defined in the Data Protection Act 1998 (the Act). C2S shall comply with all relevant provisions of the Act.

In particular, to the extent that C2S acts as a data controller in respect of any personal data pursuant to these Terms, C2S shall only process such personal data to the extent necessary to enable us to fulfil our obligations under these Terms. Such processing, however, may include transferring this data to countries or territories outside the European Economic Area.

Intellectual Property Rights

All copyright, design rights and other intellectual property rights connected with the Training Session remain the sole property of C2S and you shall not and shall procure that the Registrant shall not dispute the ownership of such rights.

Any materials and information provided by us in connection with the Training Session shall not be copied, distributed or made available in whole or in part to third parties or re-used.

Registrants are entitled to keep the Computer and any other Training Session Materials provided to them for their own use. Any other materials issued to the Registrant should be returned to C2S when requested by C2S. You shall not and will ensure that the Registrant shall not copy or otherwise reproduce in any form, any Training Session Materials or other materials provided by C2S without our prior written consent.

Format of session

Training Sessions are conducted in English and Registrants must be able to read and understand English. We reserve the right to refuse a Registrant admission to a Training Session if a Registrant cannot speak and understand English to the standard required by C2S.

Completion of session

Only when all aspects of the Training Session have been completed to the specified standard(s) will a Certificate be issued. Where a Registrant is unable to complete a Training Session for any reason, the full Course Fee remains payable.

In exceptional circumstances, should a Registrant provide, in the sole opinion of C2S, a valid reason for being unable to complete a Training Session, the Registrant may be given the opportunity to return and complete the uncompleted part of the Training Session within a three (3) month period.

Safety

During the Training Session, you shall procure that the Registrant complies at all times with the directions given during the Training Session together with C2S' health and safety policies posted around the premises where the Training Session takes place. C2S reserves the right to postpone or suspend a Training Session at any time if it considers there to be any risk to the health or safety of any person or risk of loss or damage to any plant, machinery, equipment or material. In such circumstances, we will seek to reschedule the Training Session to

another date. If, in the interest of health and safety we deem it necessary, we shall be entitled to require a Registrant to leave a Training Session or refuse a Registrant entry to a Training Session.

Registrants must be capable of using a screwdriver. Damages to Training Session Materials and costs arising from inept use of a screwdriver are your liability

C2S shall have no liability to you or the Registrant for any action it may take in accordance with this Clause.

Force Majeure

If we are unable to provide any Training Session, or any part of any Training Session, by reason of Force Majeure, we shall be entitled to postpone or cancel that Training Session, or part of it. We shall use reasonable endeavours to reschedule the Training Session to a mutually acceptable date if possible.

Termination

We may terminate the Contract with immediate effect if you materially breach any of the provisions of the Contract and fail to remedy such breach within such reasonable period as C2S specifies. Upon termination, you shall immediately pay to C2S in full any outstanding monies due pursuant to the Contract.

Warranty

C2S warrants that it shall carry out its obligations under the Contract with the care and skills of a reputable training provider.

Limitation of C2S' Liability

You agree to defend, indemnify and hold C2S harmless against any Claim in respect of (i) any loss, damage or impairments caused to property belonging to or used by C2S or any of its directors, officers, employees, consultants, representatives, invitees, or agents ("the C2S Group"); and (ii) any personal injury, death or illness of any member of the C2S Group howsoever caused or arising in connection with the performance or non-performance of these Terms, notwithstanding the negligence or breach of duty by you.

C2S will defend, indemnify and hold you harmless against any Claim in respect of any personal injury, death or illness of the Registrant howsoever caused or arising in connection with the performance or non-performance of these Terms, notwithstanding the negligence or breach of duty of C2S.

Subject to the terms of this Clause 15, C2S' total cumulative liability to you in respect of any Claim arising from or relating to the performance or non-performance of these Terms shall be limited to the Course Fee.

Neither party shall be liable to the other for Consequential Loss. Any exclusion or limitation of liability under the Contract shall exclude or limit such liability not only in contract but also in tort or otherwise at law.

Complaints Procedure

If C2S fails to comply with its obligations under the Contract, you agree to advise C2S in writing, marked for the attention of Customer Care, giving details of the reasons why you believe we have not complied with our obligations under the Contract. C2S shall acknowledge your complaint in writing within seven (7) Working Days of its receipt and thereafter, reply to the complaint in full within thirty (30) Working Days of its receipt.

Applicable Law and Jurisdiction

The Contract, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the Parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract or its subject matter.

Privacy Policy

We do not store credit card details nor do we share customer details with any 3rd parties.