

## Selica International Ltd for Innovation & Evolution

Translation

• Business Training

• Business Consultancy

• Education

### Clients Terms and Condition

#### **THIS AGREEMENT AND PARTIES**

This agreement is made between us, Selica International for Innovation and Evolution Ltd (herein known as Selica International Ltd) of Wenta Business Centre, Innova Science Park, Electric Avenue, Enfield, London, EN3 7XU, and you, the client person, partnership or company named on the Course Registration Form duly signed by your authorised representative. The individual signing the course registration form or the directors of a limited company or partners of a partnership will be personally liable for any commitments made but not fully met by themselves or their organisations, especially if these organisations cease trading and monies remain owing to Selica International Ltd.

The agreement shall come into effect once we receive your Course Registration Form and confirm your course booking to you. If a completed form is not received by us, it shall be assumed that if we agree by email, fax, verbally or in writing to undertake work for you, then the terms below are agreeable to both parties.

Any conditions submitted, proposed or stipulated by you in whatever form and at whatever time, whether written or oral, are expressly waived and excluded.

No change to this agreement or terms shall be binding unless agreed in writing by us, even if you amend the booking form to reflect this proposed change.

#### **ENQUIRIES & BOOKINGS**

Enquiries may be made by telephoning us and any special arrangements or deviation from our terms and conditions should be agreed by us in writing at this stage. A completed course registration form should be submitted on Selica International web page, sent by fax or post and upon receipt of the correctly completed course registration form a provisional place will be reserved for the delegates, subject to payment as below.

#### **FEES**

Scheduled course fees must be confirmed prior to booking.

#### **PAYMENT TERMS**

You agree to pay (cleared funds to be paid in respect of) the full agreed fees within five working days of the date of invoice. Unless agreed in writing in advance, a failure by you to pay prior to a course may be interpreted by us as a cancellation and a cancellation penalty may then apply as per cancellation clause below.

#### **STANDBY BOOKINGS**

A Standby booking constitutes an agreement to purchase once a course date has been confirmed

An Invoice will then be issued against the confirmed course event date.

The booking will then be bound by these T&C's.

#### **CANCELLATION OR POSTPONEMENT BY CLIENT**

Cancellations and postponements must be notified in writing immediately, and must be received at our offices prior to the course date. This applies to all scheduled and non-scheduled courses. Penalty Fees may be incurred by you as a percentage of the published course fees of the particular course being cancelled or postponed at the date of the course, depending on the notice period given prior to the course date:

- 20 days: 100% of published course fee payable
- 21-30 days: 50% of published course fee payable
- 31 days +: 0% penalty

#### **REFUND POLICY**

Refunds may occasionally be offered at the discretion of the management.



## **TRANSFERS AND SUBSTITUTES**

Transfers to other courses may be possible depending on availability but these will be on a standby basis only. Cancellation fees may still apply if sufficient notice is not provided as above. All transfers will be chargeable at £30 per delegate to cover administration.

Substitute delegates with suitable experience may be sent at short notice, and no charges will apply.

## **CANCELLATION AND RESCHEDULING BY Selica International Ltd**

Selica International Ltd reserves the right to cancel or reschedule a course or part thereof at any time. In the event of Selica International Ltd having to cancel or re-schedule a course, delegates will be offered an alternative course date or the option to withdraw from the course and a credit/refund issued if appropriate. We cannot take responsibility for additional expenses incurred by the client as a result of cancellation or rescheduling by us.

## **COPYRIGHT**

All copyright and other intellectual property in all material which we prepare for use prior to or during the course, including marketing and course notes, shall be and remain vested in us.

## **CONFIDENTIALITY**

All copyright and other intellectual property in all material which we prepare for use prior to or during the course, including marketing and course notes, shall be and remain vested in us.

## **COURSE CONTENT**

The current course content is detailed in a course outline which may change from time to time, and should be confirmed when booking. We endeavour to address all parts of the course as detailed in the course outline, but this cannot be guaranteed. We may, if possible, change course content at the request of delegates provided this is agreeable to delegates or is felt to be necessary by the tutor. Duration of courses can vary (by hours or days) depending on the number of delegates, the speed of the class and aptitude of delegates. Courses will normally run 9.30-16.30 hours with 1-hour lunch and some refreshment breaks.

## **DOCUMENTATION**

Documentation may be provided for some courses and may vary in style and depth. Documentation purchase, preparation and duplication and licensing for non-scheduled courses will be charged on top of course delivery fees, and an invoice will be raised following the course once precise costs are known.

## **DELEGATE EXPERIENCE AND BEHAVIOUR**

Delegates are expected to behave professionally at all times during the course. Drunk and disorderly behaviour will not be tolerated.

Delegates must fulfil the minimum requirements specified in the course. Failure to adhere to these prerequisites will impact our ability to deliver the course effectively. Inexperienced, under qualified, over experienced and over qualified delegates may attend courses but must realise that the benefits gained will be limited and that instructors cannot normally change course content and depth to suit these delegates, unless by prior arrangement.

We reserve the right to exclude delegates from the course (without refund of fees) at any time if they cause interruptions or delays for the above or any other reasons, or if their qualifications and current experience are impacting on our ability to deliver the course as originally intended.

We reserve the right to stop a course (without refund of fees) should delegates misbehave, cause interruption or should their experience and qualifications be such that we cannot continue to deliver the course as originally intended in terms of content and depth.

All claims made against us by other clients or delegates as a result of such delays or interruptions will be chargeable to those causing the delays.

## **NO SOLICITATION**

Until twelve months after completion of the Training Event, neither party (unless agreed otherwise in writing) will solicit the employment or services of any personnel of the other party who has been engaged in connection with the Training.

**MISCELLANEOUS**

The client (and any other parties introduced by the client to Selica International Ltd representatives directly or indirectly) will not, under any circumstances, conduct any direct negotiations with Selica International Ltd representative (or parties introduced by them directly or indirectly) in respect of this or any other planned work without prior approval in writing from Selica International Ltd. Any loss of actual or future business resulting from such negotiations will be charged to the client.

The client is assumed to have Software licenses for all courses we run for the client regardless of the location of the training or hardware used, whether provided by us or the client.

Delegates will be responsible for any damage they cause to our data, equipment or premises to the value of resulting losses. Equipment used will normally be IBM PC compatible hardware.

Selica International Ltd will not take any responsibility whatsoever for theft or losses to clients' belongings left at our premises, or to any damage or loss resulting from attending our premises or our courses/services anywhere in the world. Valuables, computer equipment, personal property, etc, should never be left unattended, even if our instructors/consultants and staff offer to look after these items during breaks, as we have no means of verifying and insuring the items and any losses that may occur.

A Course is assumed to be progressing to the client's satisfaction until a client points out to the instructor that it is not and details the differences between the pre-agreed course content and the content actually being delivered. If appropriate, the instructor may vary the content from that point on in line with requests, as long as all delegates agree and it is reasonable to expect the instructor to do so.

**NO COMPETITION**

By booking the course you agree that the delegates are not going to deliver this or similar in any way courses for any Selica International Ltd direct or indirect competitors.

**LIABILITY**

Selica international ltd assumes no liability and shall not be responsible for any errors or omissions with respect to the functioning of the code, methods and examples presented during the course. Moreover, Selica International Ltd does not warrant the accuracy, completeness, timeliness or other characteristics of any material available through the training materials. user agrees that Selica international ltd shall not be held liable for any loss or injury resulting directly or indirectly from use of or its provision of the training materials and advice given during the course, whether or not caused in whole or in part by its negligence or by contingencies beyond its control.



*We Communicate Success*