

TERMS AND CONDITIONS TRAINING



Global FDI

TERMS AND CONDITIONS FOR TRAINING COURSES

This is a legal agreement between you (Licensee or you) and [Global FDI Ltd of Unit 4 The Courtyard, Staplefield Road, Cuckfield, West Sussex, RH17 5JF, United Kingdom] (Licensor or we) for your purchase of training courses and training materials ("Training Courses" and "Training Materials" respectively), which includes printed materials and online documentation (Documentation).

By accepting the quote by signature, you agree to these terms and conditions which will bind you and (if you are an employer) your employees.

1. THE PRODUCT – A DESCRIPTION

We describe our products as:

- Industry approved Instructor Lead Training Courses in Spanish, English and German
- Delegates are required to attend a location where an instructor delivers the training
- Industry approved course notes, training and exams (where required) in Spanish, English or German
- Please note that we reserve the right to change the course content of any Training Course at any time and without notice.

Location of Training – Venue:

We reserve the right to change or not present if the venue does not meet the following requirements:

- The site has no access to the internet / no WIFI
- There is no electrical power
- The training room does not seat the delegates adequately

2. THE SALE

The purchase of Training Courses and Training Materials are subject to the following:

- the prices set out for the relevant product as per a quote; and
- the purchase of the Training Courses and Training Materials includes the granting of a non-exclusive, non-transferable licence to use the Training Materials and the Documentation on the terms of such licence, which are set out in the following clause.

3. THE LICENCE

You may:

- receive and possess the Training Materials associated with the relevant Training Course purchased and to use such Training Materials in conjunction with the attendance of such course, as well as use such as a record of information for the term of this licence provided that only the delegate of the relevant Training Course may make such use of them.
- If you have purchased a training package enjoy all general rights that may be relevant to the specific training packaged for your needs, coupled with a licence to use the materials, the scope of which we have agreed with you when providing the packaged services.

4. LICENSEE'S UNDERTAKINGS

Except as expressly set out in this Licence you undertake (and you undertake to procure that your employees or any other delegate attending a Training Course on your behalf or on your account so undertakes):

- not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
- not to alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- to supervise and control use of the Training Materials and Documents and ensure that they are used by your employees and representatives in accordance with the terms of this Licence;
- to include the copyright notice of Global FDI on all entire and partial copies you may make of the Training Materials or Documents on any medium;
- not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from the Licensor.

5. CANCELLATION OF TRAINING COURSES

If you cancel a Training Course:

All cancellations must be made no later than 25 working days before the start of the relevant Training Course. We will only accept cancellations that are made in writing. If a delegate fails to attend a Training Course, or a cancellation is sought within the 25 working days prior to the start of such course, full payment will be required.

Refund Policy:

If the refund is approved by the Licensor you will receive a full refund less an admin fee of 20% of the course fee. A credit note will be issued and if payment has been already received a refund by bank transfer.

If we cancel a Training Course:

We reserve the right to cancel a Training Course at any time, without incurring any additional liability to the Licensor or any delegate. In such circumstances, we will offer alternative dates, a full refund or a credit note.

6. CONFIDENTIALITY

With regard to any materials that the Licensee may produce to the Licensor during a Training Course pursuant to the curriculum of that Training Course (the "Course"), The Licensor shall:

- keep confidential all know-how, including commercial and financial information, that is of a confidential nature, disclosed by the Licensee to the Licensor in a Course;
- not publish Courses without the express prior written consent of the Licensee; and
- disclose know-how, and any other confidential information, only to those persons necessary for the purposes of the relevant Training Course and only to the extent necessary for the proper performance of their duties.

The Licensor shall procure that the obligations in clause 6 are observed by its employees, officers and agents.

The Licensor shall notify the Licensee immediately if it becomes aware of any disclosure in breach of the obligations in this clause 6. At the request of the Licensee, the Licensor will take all such steps as are necessary to prevent further disclosure.

The provisions of this clause 6 shall not apply to:

- any information which is in the public domain at the date of the presentation of the Course to the Licensor, or which subsequently comes into the public domain other than by breach of this clause 6; or
- any information already in the possession of the Licensor at the date of presentation of the Course, other than under an obligation of confidentiality; or
- any information obtained without any obligation of confidence from a third party that is not in breach of this Clause 6.

The provisions of this clause 6 shall be deemed effective from the date first presentation of a Course was made to the Licensor and shall remain in full force and effect for 10 years from that date.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this Licence.

8. LICENSOR'S LIABILITY

Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

The Licensor shall not be liable under, or in connection with, this Licence or any collateral contract for:

- loss of income;
- loss of business profits or contracts;
- business interruption;
- loss of information;
- loss of opportunity, goodwill or reputation;
- loss of, damage to or corruption of data; or

- any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- except for matters caused by the Licensor's negligence or wilful default (or that of its employees and agents), the Licensor shall not be liable to you for any loss, harm or damage caused to any candidate, candidate's property or your premises for any courses conducted by the Licensor on your premises. You agree to indemnify and hold harmless the Licensor against all cost or losses suffered or incurred by the Licensor due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against the Licensor arising out of or relating to a third party's any alleged harm, loss or damage caused to a candidate's person, property, or to your premises on which the course relevant to such candidate takes place, due to any cause other than the Licensor's negligence or wilful default (or that of its employees and agents).

Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to £500. The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

These terms set out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Training Courses, Training Materials and Documentation. There are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence.

9. TERMS OF PAYMENT

Payment can only be made by bank transfer to the following account:

Global FDI Ltd
 Lloyds Bank Plc
 Sort Code: 30-18-30
 Account No: 37975068
 Swift/BIC: LOYDGB21173
 IBAN: GB19LOYD30183037975068

Payment of all training courses, materials, documentation and cards is due upon receipt of the Proforma Invoice.

If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct fee for the courses that you are buying, we reserve the right to adjust the fee (upwards or downwards) so that it is the correct fee for your circumstances.

All payments shall be made in Pounds Sterling, net of any/all applicable bank charges, and in cleared funds to such bank as the receiving Party may nominate from time to time.

10. TERMINATION

The Licensor may terminate this Licence immediately by written notice to you if

- you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- a petition for a bankruptcy order to be made against you has been presented to the court; or
- the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

Upon termination for any reason:

- all rights granted to you under this Licence shall cease;
- you must cease all activities authorised by this Licence;
- you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- you must immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

12. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

13. WAIVER

If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

14. GENERAL

Any notice required or permitted to be given by either party to the other under these terms shall be in writing.

If any provision of these terms is held by any 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 thereby.

The terms are governed by the laws of England and Wales and the parties submit to exclusive jurisdiction of the courts of England.

15. ENTIRE AGREEMENT

These terms and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of Training Courses, Training Materials and Documentation and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16. THIRD PARTY SUPPLIERS

Our Service may require third-party services that are not owned or controlled by Global FDI Ltd.

Global FDI Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party services. You further acknowledge and agree that Global FDI Ltd shall not be responsible or liable, directly or indirectly, for any damage, loss or delay caused or alleged to be caused by or in connection with use of or reliance on any such content or services available through any such third-party services.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time.



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