

# TERMS AND CONDITIONS – FACE-TO-FACE COURSES

These terms and conditions are premised on the fact that:

- a) Consepssys Limited ("Consepssys", "Consultant", "Contractor", "Consultant Group") is in the business of providing Document Control training courses, consultancy services and publications
- b) Client entity ("Client", "Participant", "Course Participant", "Course Participants", "Client Group") desires Consepssys Limited to render such services to Client in accordance with the provision of these terms and conditions.

In consideration of the premises set out above and the mutual covenants and agreements set out below Client agrees as follows:

## 1. PURPOSE

1.1. These Terms and Conditions shall be the basic document controlling all face-to-face training course services rendered by Consepssys Limited to the enrolled Course Participant, for the duration of the Contract, and which shall be specifically applicable to and shall control each rendition of services requested by the Client and undertaken by Consepssys Limited, whether or not these terms and conditions are specifically referenced. To be effective, the relevant details of each such request and undertaking shall be set out in a separate document to be agreed by the Client in the form of a "Purchase Order", or a "Request for Enrolment Form", which describes the services to be rendered, the location(s) at which the services shall be performed, the duration and the rates of compensation.

1.2. These terms and conditions include any Purchase Order or Request for Enrolment Form attached to and incorporated into this Agreement for all purposes.

## 2. ENROLMENT AND PAYMENT

2.1. For each training session committed to Consepssys Limited, Client shall issue a Purchase Order in writing (or a Request for Enrolment Form, filled out by Client within the Consepssys online registration system), by electronic mail, setting out the particular requirements relating to that training course session.

2.2. Information provided by Client to Consepssys Limited shall be up-to-date, accurate and specific at the time of establishment of a given Purchase Order or of the online enrolment request. Client shall be solely responsible for providing clear, unequivocal instructions regarding invoicing and transmittal of any required documentation, in addition to, but not limited to any specific mention of cost centres, budget centres, and the use of any specific delivery address or addresses for Purchase Orders and Invoices. Client shall be solely responsible for providing clear, unequivocal procurement procedures, if any such procedures are required to be applied, at the time of establishment of a given Purchase Order. Consepssys Limited shall accept no responsibility and no liability incurred by the furnishing of obsolete, superseded, inaccurate and/or equivocal information, addresses, procedures and any other relevant information by Client.

2.3. Client agrees, upon signature and issuance of a Purchase Order (or by submitting a Request for Enrolment Form, filled within the Consepssys online registration system), to accept the content of the training course, as it is outlined on the current version of the relevant course brochure, at the time of issuance of the Purchase Order or of the online enrolment request. Each course provided by Consultant is unique, and many courses provided by Consultant are complementary with each other in their content and topic coverage. Client shall be solely responsible for undertaking due diligence in the query process to identify the course that is most relevant to the training requirements of Client's Course Participant or Course Participants at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Client shall be solely responsible for reviewing course brochures, course catalogues, course outline information and course comparison tables to ensure that Client's Course Participant or Course Participants register on the course that is most relevant to the training requirements of Client's Course Participant or Course Participants at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Client shall be solely responsible for completing pre-requisite questionnaires made available by Consultant during the query process and during the procurement process. Consultant shall not be held liable for any failure of Client to go through course information material and for any failure of Client to select the course that is most appropriate and relevant to the training requirements of Client's Course Participant or Course Participants of at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order.

2.4. Upon receipt of this signed Purchase Order (or receipt of the Request for Enrolment Form, filled out by Client within the Consepssys online registration system), and subject to availability, an electronic invoice will be sent to Client. Invoices shall be issued electronically only. Any requested hard copies of invoices and/or statements of account shall be invoiced at a £65 fee per invoice, for postage and administration fee. Course registration will be formally confirmed by email upon receipt of payment.

2.5. Sufficient lead time is needed for course logistics and administrative tasks. For this reason, Consepssys Limited requires Purchase Order (or a Request for Enrolment Form, filled out by Client within the Consepssys online registration system) and full payment of course fees to be settled 20 days after issuance of invoice, at the latest.

2.6. In the event where Purchase Order or Request for Enrolment form is received less than 55 days before the start of the course session, full payment of course fees shall be settled 31 days prior to the start of the course session, at the latest.

2.7. In the event of course fees paid by instalment, enrolment can only be confirmed once full payment has been received. Full payment of course fees shall be settled 31 days prior to the start of the course session, at the latest.

2.8. Upon receipt of full payment, Consepssys will confirm receipt of payment. 30 days prior to the start of the training course session at the latest, a Final Course Enrolment Confirmation Notice will be sent to each Course Participant by email, indicating the location, timetable and access map. Participants are urged not to book non-refundable travel or hotel until they have received their Final Course Enrolment Confirmation Notice.

2.9. The attention of Client is drawn to the fact that Consepssys Limited does not arrange hotel accommodation, nor visa applications for Course Participants.

2.10. Consepssys Limited shall not issue any letter of invitation to any Client requiring a visa to attend any given face-to-face training session in any country where Consepssys Limited does not have a registered office. Client or Client organisation shall make one's own arrangements for visa applications, accommodation booking and letters of invitation for the attendance of training sessions which are scheduled to take place in a country where Consepssys Limited does not have a registered office. Consepssys Limited reserves the right to decline any request for enrolment from a Client who requires a visa to attend any given face-to-face training sessions which are scheduled to take place in a country where Consepssys Limited does not have a registered office. Clients who need a visa to attend a course shall obtain their visa prior to enrolling on a course session.

2.11. Consepssys Limited has registered offices in the following location(s): London, United Kingdom

2.12. The attention of Client is drawn to the fact that accommodation, food and other living expenses are not included in the price of the course.

2.13. For face-to-face training course sessions, the following is included in the price of the course: tuition, course material, excluding copyrights.

2.14. Payments are to be made by direct (telegraphic) bank transfer or by credit/debit card or by Paypal. Instructions and bank details are provided on the issued invoice. Client shall specify one's preferred method of payment.

2.15. Payment of tuition fees is due at the latest 20 days after issuance of the corresponding invoice. In the event where Purchase Order or Request for Enrolment form is received less than 55 days before the start of the course session, full payment of the corresponding invoice shall be settled 31 days prior to the start of the course session, at the latest. Unless it is otherwise specified on the Purchase Order and Invoice, payments shall be made in GBP (British Pound Sterling).

2.16. To the extent that Client is required by the law of any country where it operates to withhold compensation due to Consepssys Limited services to satisfy any obligation of Consepssys Limited for taxes due in such a country, Client shall give prior notice to Consepssys Limited of Client's intention to withhold and shall notify Consepssys Limited promptly of the amount to be withheld and Client agrees to pay on a timely basis the amounts so withheld over to the applicable taxing authority, on behalf of Consepssys Limited, and to provide Consepssys Limited with any tax receipts (originals, if possible) or other reliable evidence of payment issued by the taxing authority.

2.17. Client shall gross-up the payments to Consepssys Limited such that Consepssys Limited will be in the same position as if the locally applied withholding tax had not been applied. In such circumstances, Consepssys Limited will issue Client invoices which will be grossed-up to include any locally applied withholding tax. Client agrees to pay on Consepssys Limited's behalf any such withholding taxes assessed.

2.18. Consepssys Limited reserves the right to charge late payment interests. Invoices and/or statements of account resulting from due interests will be issued electronically only, with an administration fee per issuance. Late Payment Interests will be charged at 8% plus the Bank of England official rate, and will incur an additional £20 monthly administration fee for every month where a statement of account shall be issued to Client. Invoices and Statements of Accounts shall be issued electronically only. Any requested hard copies of invoices and/or statements of account shall be invoiced at a £65 fee per invoice, for postage and administration fee.

2.19. Consepssys Limited accepts no responsibility and no liability for consequences related the absenteeism or defection of a Course Participant. No fees shall be reimbursed in case of absenteeism or defection of a Course Participant.

## 3. TRANSFERS, SUBSTITUTIONS, CANCELLATIONS AND REFUNDS

3.1. If it is necessary for Client to cancel an enrolment, cancellation notice shall be given by telephone and in writing by electronic mail. If the cancellation notice is received between 90 and 35 days prior to the start of the course session, the cancellation charge will be the 30% of the tuition fee. If the cancellation notice is received 34 days or less prior to the start of the course session the cancellation charge will be the full tuition fee (100%).

3.2. Course Participants substitutions may, however, be possible for employees of the same company. Substitutions may be made without penalty. Client shall inform Consepssys Limited about any substitution 10 days at the latest prior to the start of the course session.

3.3. Consepssys Limited reserves the right to postpone a training session for force majeure reasons, or if the number of Course Participants is insufficient.

3.4. If Consepssys Limited cancels a course session, enrolled Course Participants will be given the opportunity to transfer to another course session or to receive a full refund. Participants are urged not to book non-refundable travel or hotel until they have received their Final Course Enrolment Confirmation Notice.

## 4. CERTIFICATES AND CERTIFICATION EXAMINATION SESSIONS

4.1. For course sessions which include a Certification Examination session, Client shall note the following:

(a) Certification Examination sessions shall systematically be supervised by a representative of Consepssys Limited.

(b) Each Course Participant who takes a Certification Examination shall do so on an individual basis.

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(c) As with any examination, participants may pass or may fail.

(d) Examination Pass Certificates issued by Consepsys Limited are reputed to require a high level of performance in the undertaking of Certification Examination sessions, which guarantees their value and their quality.

(e) Preparation for a Certification Examination session must be conducted within the time period during which the course is delivered. The nature, the timing and the degree of preparation for the certification examination within the time period during which the course is delivered is the sole responsibility of the Course Participant.

(f) Consepsys Limited reserves the right to award a fail grade to a Course Participant or to deny the award of a certificate to a Course Participant who is suspected and proven guilty of acting fraudulently in the pursuit of a pass grade.

4.2. A Certificate of Attendance is issued to each Course Participant who satisfactorily completes the course, on the final day of the course.

4.3. An Examination Pass Certificate is awarded to each Course Participant who successfully passes the Certification Examination. In order to pass the Certification Examination, a Course Participant shall have to achieve a pre-determined minimum score, which gives rise to a pass grade. In no circumstance shall the course fee include the automatic or systematic award of an Examination Pass Certificate. The Examination Pass Certificate is issued in the weeks following the course session, by postal mail.

4.4. The issuance of certificates is conditional on the attendance of all daily sessions, and on due diligence in the completion of all tutorials, workshops and tests.

4.5. The issuance of certificates to Client shall be conducted only after settlement of all outstanding invoices issued to Client.

4.6. By default, if Client or Client organisation does not request examination results, examination results shall be delivered only to individuals, delegated by Client, who sat the examination.

## 5. INSURANCE

5.1. Client shall take out and maintain at its own expense the insurance policies effective as of the date of this agreement to cover the risks and liabilities remaining in its charge pursuant to this Agreement and Client shall cause its insurers to waive any right of recourse or subrogation against Consultant.

5.2. All insurance policies required of the Client under this Contract shall contain endorsements that underwriters will have no rights of recovery or subrogation against the Consultant, its subsidiaries or affiliated companies, or co-venturers or their agents, directors, officers, employees and insurers. The intention of the parties is that the required insurance shall protect all such parties and be primarily liable for any and all losses covered by the described insurance to the extent that such liabilities have been assumed by Client under this Contract.

5.3. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Contract, or failure to secure endorsements on the policies as may be necessary to carry out the provisions of this Contract, shall in no way act to relieve Client from the obligations of this Contract. In the event that liability for any loss or damage is denied by the underwriter or underwriters, in all or in part, because of breach of insurance policies by Client, or for any other reason, or if Client fails to maintain any of the required insurance, Client shall defend Consultant, its subsidiary and affiliated companies, their agents, employees, directors, officers and insurers against all claims, demands and causes of action of every kind and character, and shall indemnify such parties against any and all costs, expenses (including attorney's fees and other investigation and litigation expenses) and liabilities which would otherwise be covered by insurance.

## 6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. To the maximum extent permitted by applicable law, neither Consepsys Limited, its suppliers, partners, affiliates or third-party service providers shall be liable to Client or any third party for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or any other form of damages in any manner arising out of or in connection with this Agreement, regardless of the form of action or the basis of the claim or whether or not Consepsys Limited has been advised of the possibility of such damages.

6.2. Client shall defend, indemnify and hold Consultant Group harmless from and against all claims, liabilities, damages and expenses (including reasonable attorney's fees), irrespective of insurance coverages, for the following, when arising out of or incidental to this Contract:

- i. all injuries to, death or illnesses of persons in Client Group, and
- ii. all damages to or losses to Client Group's property,

whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, joint, active or passive, of Consultant Group;

- iii. all injuries to, deaths or illnesses of third parties, and
- iv. all damages to or losses to third parties' property,

when caused by or resulting from the negligence or fault of Client Group, provided that in the event of joint or concurrent negligence or fault of Client Group and Consultant Group, Client's indemnification obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence or fault;

it being the intention that the indemnities provided for in this section are to apply without regard to any conflicting rules of liability under applicable law or regulation and shall include indemnification for any and all claims in which recovery, indemnification or contribution is sought directly or indirectly by any person or entity against Consultant Group whether predicated on negligence, strict liability, statutory duty or contractual indemnity.

6.3. Client shall indemnify Consultant for any and all costs, expenses (including reasonable attorney's fees and other investigation and litigation expenses) and liabilities incurred by Consultant incident to Client's breach of any of its obligations under this Contract.

6.4. Client, as the case may be, shall promptly give to the other party notice in writing of any claim made or proceedings commenced for which Client claims to be entitled to indemnification under this Contract and shall confer with the other party concerning the defense of any such claim or proceedings, shall permit such other party to be represented by counsel in defense thereof and shall not effect settlement of or compromise any such claim or proceedings without the other party's prior written consent.

6.5. Consultant shall not be liable for damage or loss of any personal belongings, merchandise or articles left on training premises prior to, during or following any event. Course Participants shall keep their personal belongings, merchandise or articles safe at all times and shall solely be responsible for the loss or damage thereof.

6.6. Consepsys Limited accepts no responsibility and no liability for any claims value greater than that of the relevant course tuition fee.

## 7. INTELLECTUAL PROPERTY

7.1. All electronic and physical print-outs of course material and their contents, relating to training courses developed by and delivered by Consepsys Limited, whether fully or partially completed shall be the sole property of Consepsys Limited and the copyright for the same shall be vested in Consepsys Limited. All rights reserved, including all copyrights and all other intellectual property rights in the contents hereof.

7.2. All electronic and physical print-outs of course material and their contents, relating to training courses developed by and delivered by Consepsys Limited, whether fully or partially completed are not to be copied, reproduced, printed, published, posted, displayed, incorporated, stored in or scanned into a retrieval system or database, transmitted, broadcast, bartered or sold, in whole or in part without the prior express written permission of the sole author, who is, Consepsys Limited. Unauthorised duplication is strictly prohibited and is an infringement of National and International Copyright laws.

7.3. The terms of the Agreement pertaining to Intellectual Property rights shall survive the expiration or any termination of this Agreement.

## 8. COVENANT NOT TO COMPETE

8.1. In consideration of the provisions of this Agreement, Client shall not, for a period of five (5) years immediately following the issuance of the latest Purchase Order (or Request for Enrolment Form, filled within the Consepsys online registration system):

- a) Compete with Consultant or its Successors or its Assigns. The term "not to compete" shall mean that the undersigned Client shall not directly or indirectly compete with Consultant by serving as an officer, owner, partner, director, agent, employee or consultant to any firm or entity substantially engaged in a business similar or competitive to the business of Consultant anywhere in the World.
- b) Directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, own, manage, operate, participate in, consult with or work for any business which is engaged in the Business anywhere in the World.
- c) Either alone or in conjunction with any other person, partnership or business, directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, call upon any of the customers of Consultant or its affiliates or successors.

8.2. The terms, conditions, and covenants hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

## 9. DISCLOSURE OF COMMERCIAL RELATIONSHIP

9.1. By signing and issuing the Purchase Order, and/or submitting a Request for Enrolment Form and/or by attending any course session delivered by Consepsys Limited, Client agrees to allow Consepsys Limited to disclose the existence of a commercial relationship between Client and Consepsys Limited, unless otherwise specified by Client.

## 10. CONFIDENTIALITY OF DISCOUNTED FEES

10.1. Any discounted fees proposed by Consepsys Limited to Client shall not to be disclosed, directly or indirectly, to any third party.

## 11. DURATION

11.1. This Agreement shall become effective as of the date of signature of the Purchase Order (or of the Request for Enrolment filled out by Client within the Consepsys online registration system) and shall continue in effect

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thereafter unless either party terminates this Contract prior to the start of the training course session. Neither party shall, by the termination of this Contract, be relieved of its respective obligations and liabilities arising from or incident to services already performed or services already undertaken under Purchase Order(s) (or Request for Enrolment filled out by Client within the Consepsys online registration system) entered into pursuant to this Contract.

11.2. If a condition of "force majeure" is declared by Consepsys Limited, then Consepsys Limited may cancel the rendition of services pursuant to the affected Purchase Order (or the Request for Enrolment filled out by Client within the Consepsys online registration system), but not necessarily terminate this Contract, by written notice as defined in this Agreement.

## 12. SURVIVAL OF TERMS

12.1. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

## 13. FORCE MAJEURE

13.1. Consepsys Limited shall not be liable to Client for failure to perform any of its obligations under this Contract and/or any Purchase Order and/or any online request for enrolment entered into pursuant thereto, when performance is hindered or prevented due to force majeure. For the purposes of this Contract, "force majeure" shall mean causes which are unpredictable, irresistible, and beyond the reasonable control of Consepsys Limited which could not have been avoided or prevented by reasonable foresight, planning and implementation. Such causes shall include acts of God, war (declared or undeclared), insurrections, hostilities, strikes (other than strikes by such party's employees, which strikes shall be deemed not to be a force majeure event), lockouts (other than lockouts by such party of its employees which lockouts shall be deemed not to be a force majeure event), riots, fire, storm, and interference or hindrance of governmental authority.

13.2. In the event whereby Client would be unable, in whole or in part, to carry out his obligations under this Agreement and/or any Purchase Order entered into pursuant thereto, Client shall promptly give written notice to that effect to Consepsys Limited stating in reasonable detail the circumstances underlying such force majeure.

13.3. If Client claims force majeure, Client shall diligently use all reasonable efforts to remove the cause of such force majeure, shall promptly give written notice to Consepsys Limited of the termination of such force majeure, and shall resume performance of any suspended obligations as soon as reasonably possible after termination of such force majeure.

## 14. GOVERNING LAW AND SUBMISSION TO JURISDICTION

14.1. This Contract shall be governed by and construed in all respects in accordance with English law. Client agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Contract.

## 15. WAIVER OF CONTRACTUAL RIGHT

15.1. The failure of Consepsys Limited to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Consepsys Limited's right to subsequently enforce and compel strict compliance with every provision of this Agreement.