

University Cisco Training Terms and Conditions

Relating to:

Instructor Training

1. Confirmation of booking

- 1.1 A Training fee is payable for each Course booked.
- 1.2 If you make a provisional Booking, the University will send you a booking confirmation form by post and/or email. The Booking will remain provisional until the signed booking confirmation form and payment are received by the University.
- 1.3 The University may cancel, without liability, a provisional Booking at any time prior to receipt of the signed booking confirmation and Conditions of Booking by sending you written notice of cancellation either by fax, email or post.
- 1.4 A contract shall not be created unless and until the University accept the Booking and until then University reserve the right to decline the Booking.
- 1.5 If any changes take place to your requirements you must notify us immediately and a new booking form or email message will be issued for your signature / approval if necessary. Any course date changes will be accepted only once and under special circumstances at the discretion of the University. All such requests for course date changes must be made in writing to the University for consideration.
- 1.6 These Conditions shall apply to and be incorporated into any contract and shall prevail over any terms or conditions unless the University expressly agrees otherwise in writing. No variation of these Conditions shall be binding unless agreed in writing by the University.

2. The Course

- 2.1 You will co-operate with the University in all matters relating to the provision of the Course and provide, in a timely manner at no charge, such documents, information and materials as the University may reasonably request to enable it to perform its obligations.
- 2.2 You may not substitute another person to take your place on the Course unless agreed by the University.
- 2.3 The University reserves the right to refuse any application for a place on a Course.
- 2.4 The University reserves the right to make reasonable changes to the Course, including the content, timing, venue and presenters, without changing its general nature at any time whether or not you have already started the Course.

3. Use of premises

- 3.1 You shall comply with the University's security requirements at all times and follow any specific security related instructions, which may be given by University staff at any time.
- 3.2 You shall comply at all times with the University's fire, emergency and Health and Safety regulations. Fire instructions including fire escape routes are displayed throughout the premises. Fire exits and routes must not be obstructed.
- 3.3 Nothing may be fixed to walls, ceilings, floors or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval.
- 3.4 You shall not hold press conferences or make television or radio recordings on our premises without prior written approval from the University.

- 3.5 You shall not photograph or film rooms that show the University logo without prior written approval of the University.
- 3.6 The use of the University premises does not carry any endorsement by the University and none shall be claimed or implied by you in any way whatsoever.
- 3.7 You shall not make use of the University logo in any way whatsoever, except with the prior written approval of the University.
- 3.8 Any accidents or damage occurring within the premises shall be reported immediately to a member of staff of the University.

4. Charges

- 4.1 Training fees, courseware charges, exam charges and all other charges are subject to periodic review and so may occasionally differ from charges quoted upon your initial enquiry.
- 4.2 All Charges are quoted exclusive of applicable Value Added Taxation (VAT), and are subject to variation in line with changes to taxation subsequent to the date of the contract or price list.
- 4.3 Please note that VAT is applicable on Training where any catering service is provided.

5. Deposits and Payments

- 5.1 Courses will be invoiced in advance of the Course start date.
- 5.2 Payment is required within 30 days of receipt of invoice.
- 5.3 Cheques shall be made payable to "Birmingham City University" and crossed "AC Payee".
- 5.4 Credit card bookings can be made by calling 0121 331 5435
- 5.5 Failure by you to make the required payments as set out could result in a withdrawal by the University of a place or places on the Course for you.

6. Cancellation

- 6.1 We reserve the right to cancel your Booking with immediate effect if at the sole discretion of the University it appears:
 - The Course does not have enough delegates to provide a suitable class environment for attendees. The University will always seek to inform delegates a minimum of one week prior to the course start date.
- 6.2 The University may cancel your Booking with immediate effect and without liability in circumstances outside our reasonable control. These may include, although not exclusively, Act(s) of God, fire, strikes, lock-out or industrial action whether involving University employees or a third party or any act or omission by yourself, your agent or contractor or your or their employees or guests.
- 6.3 If the University cancels your Booking in circumstances detailed above, any advance payment paid to the University will be refunded unless cancellation is related to acts or omissions by yourself, your agent or contractor, or your or their employees or guests.
- 6.4 If you wish to cancel your Booking after confirmation you must call the University immediately to notify them of your intention. Any notification of cancellation must be confirmed in writing to the University. Cancellation will not be implemented by the University until such written confirmation is received. If you cancel your Booking after confirmation, the University shall retain any advance payment paid and a Cancellation Charge shall be applied to any outstanding balance as detailed below.

Period before event that written confirmation of cancellation is received by the University	Cancellation charge as % of course cost
In excess of 42 days	Nil
28 – 42 days	25%
14 – 27 days	50%
8 – 13 days	75%
Less than 7 days excluding Bank Holidays	100%

7. Complaints and Claims

- 7.1 If you have a complaint prior to or during the Training Course, you shall notify us immediately and we will do all we can to help. If any complaint or claim arises out of the Booking or our performance during the course you shall notify us immediately and provide written details within seven days of the Training Course. The University shall not be liable for any complaint or claim unless notified in writing within seven days of the Training Course.

8. Intellectual Property Rights

- 8.1 As between you and the University all Intellectual Property and other rights in the Course shall be owned by the University.
- 8.2 All course materials and documents are supplied only for the personal use of you. The Intellectual Property in all such materials shall remain vested in the owners of such rights and their use in the Course shall not be taken to imply that they have been transferred to you or any other person. You shall not copy, make available, retransmit, reproduce, sell, disseminate, license, distribute, publish, broadcast or otherwise circulate the Course materials either wholly or in part, without the express written consent of the owner of the relevant Intellectual Property.

9. Liabilities and Indemnities

- 9.1 You shall indemnify the University from and against all costs, claims, damages, losses, compensation, liabilities and expenses (arising out of or in connection with any death or injury or sickness or loss of or damage to property resulting from the negligence, wilful misconduct or breach of the Contract by you or any person for whom you are responsible.
- 9.2 Subject to Condition 9.4 the University shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, for any loss of use, loss of profits, loss of anticipated savings or for any indirect, consequential, special or pure economic loss or damage whatsoever.
- 9.3 Subject to Condition 9.4 the University 's total liability in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise in connection with the performance or contemplated performance of the Contract shall be limited to an amount equal to the charges payable by you under the Contract.
- 9.4 Nothing in these Conditions limits or excludes the liability of the University:
- 9.4.1 for death or personal injury resulting from negligence; or
 - 9.4.2 for fraud or fraudulent misrepresentation; or
 - 9.4.3 for any matter for which it would be illegal for the University to exclude or attempt to exclude its liability.

10. Governing Law

- 10.1 The agreement is subject to English law.