

## TRAINING COURSE TERMS & CONDITIONS

ALPHACOURT Limited (hereinafter, "ALPHACOURT") is pleased to supply Training courses, subject to the following terms and conditions:

**COURSE MATERIALS.** Where ALPHACOURT materials are used, course materials including slides, course notes and case studies shall not be duplicated, reproduced, copied or in any way used as the basis for onward resale or reuse without the prior written agreement of ALPHACOURT.

**CANCELLATION BY ALPHACOURT.** ALPHACOURT may cancel any confirmed training course by sending written notice of such cancellation to the customer. ALPHACOURT will make very effort to send cancellation within 5 days of the start of the course. If ALPHACOURT is unable to start or complete a training course as scheduled because of illness or resignation of an ALPHACOURT employee or for any other cause beyond their reasonable control, ALPHACOURT will attempt to reschedule the training course within a reasonable period of time. The customer may cancel the training course if the rescheduled date is not acceptable.

ALPHACOURT shall not be responsible for any loss incurred by the customer as a result of it cancelling the training course.

**CANCELLATION BY THE CUSTOMER.** The customer may cancel the training course by notifying ALPHACOURT not less than 15 full working days prior to the scheduled start of the training course.

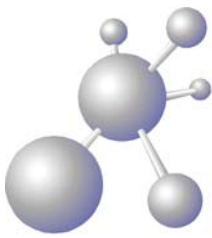
The customer agrees to pay ALPHACOURT a sum equal to the following percentages of the amount due in respect of a training course invoice due to ALPHACOURT by way of agreed damages if the customer cancels or withdraws from a training course without providing at least 15 full working days notice.

Number of full working days between percentage of training course receipt by ALPHACOURT of notice of withdrawal/invoice payable cancellation and the commencement date of the training course

15-11 Days	50%
10-0 Days	100%

The customer may substitute delegates at any time upon notification in writing to ALPHACOURT, subject to any new delegate complying with the requirements for the training course as notified by ALPHACOURT to the customer.

**STAFF.** Customer and ALPHACOURT jointly agree not to solicit employees of the other company for purposes of employment, for a one year period commencing upon the booking confirmation date of this agreement, or unless jointly agreed to by both companies.



**PAYMENT.** Total Fee for Education Services will be invoiced when ordered and payable in full, five working days before the scheduled class start date if a Purchase Order has not been issued with the booking form. A service charge of 1.5% per month will be added to past due amounts.

**TAXES.** Customer shall bear all applicable government taxes (e.g. VAT). Taxes will appear, if applicable, as separate, additional items on the invoice.

**ENGLISH LAW.** These terms and conditions (and any agreement into which they are incorporated) shall be interpreted in accordance with and governed by the laws of England. ALPHACOURT and Customer hereby consent to the jurisdiction of the English courts.

**SUB-CONTRACTING.** ALPHACOURT may assign or sub-contract the whole or any part of the contract to any person, firm or company.

**CONDITIONS AND WARRANTIES RELATING TO TRAINING.** Any conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the training are hereby expressly negated. ALPHACOURT may help customers to, specify or choose training courses, but the assessment and selection of the customer's purpose remains the customer's ultimate responsibility. ALPHACOURT undertakes only that in giving such assistance it has acted in good faith and has not been wilfully misleading.

**LIMITATION OF LIABILITY.** The liability of ALPHACOURT to the customer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the training (except in respect of death or injury to any person resulting from the negligence of ALPHACOURT).

**REPRESENTATIONS.** No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of ALPHACOURT shall be construed to enlarge, vary or override in any way any of these conditions of contract.