

Training Terms and Conditions



These Training Terms apply to:

1. Customers of Document Logistix Ltd's software and related services, and are in addition to the Terms and Conditions found at www.document-logistix.com/downloads/Document_Logistix_Software_Terms_and_Conditions.pdf, and
2. Resellers and partners ("Partners") of Document Logistix who attend Document Logistix training, and these terms provide specific provisions on training in addition to the contracts Document Logistix has with those resellers and partners.

References to "Customers" in these Training Terms refer to both (1) and (2) above, unless the contrary is stated.

Training will be given at or in a venue near the Document Logistix Milton Keynes offices or on a Customer's site, to be determined by Document Logistix. '**Document Logistix Office**' defines a location within or near the Document Logistix Office in Milton Keynes, England. '**On-site**' defines a location away from the Document Logistix Office i.e. the Customer's location.

Training consists of a professional Document Logistix Trainer giving training at the Document Logistix Office in Milton Keynes. Also supplied are: training course manuals that act as reference guides, trainer notes, CD, and case studies.

Course Fee

The course fee is due and payable **before** the course start date. Document Logistix will invoice Customers for training places based on a valid Purchase Order received at the time of booking the course. Invoices should be paid immediately and normally within two (2) weeks of the course start date. Document Logistix may accept late bookings within a few days of the start of a course, but must receive payment (typically by cheque or bank transfer) before the start of the course.

The course fee includes: trainer instruction, course materials, use of software, computers and other technical hardware as appropriate for the course. When training is held on Document Logistix premises, the course fee also includes a cold lunch as well as light refreshments during morning and afternoon breaks. For on-site courses, the course fee does not include expenses incurred by the Trainer to attend training. These expenses include accommodation, meals, travel and any other expenses incurred by the Trainer. All onsite courses are subject to price on application.

Substitutions

A qualified substitute will be allowed to attend in the delegate's place and this substitution can be made at any time prior to the course. Please notify the Trainer if you plan on substituting a delegate.

Delegate Cancellation or Transfer

Cancellations or transfers may be made for a full refund and without any penalty no later than two (2) weeks before the first day of the course. Otherwise, the full course fee will be due and payable. In the event of timely cancellation or transfer, if the course fee has been paid, the payment may be applied against the fees for another course or a full refund may be requested.

A transfer from one course to another, if made less than two (2) weeks before the course start date, will be treated as a cancellation and the full course fee will be due. If the cancellation occurs two (2) weeks or less from the start date of the course, a cancellation fee of £100 will apply.

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Non-attendance of Booked Training by Partners

In some cases, Document Logistix provides training to the staff of Partners at no separately itemised cost, but the cost is included within the parties' other financial arrangements. If, however, the Partner books to attend a course and its staff do not attend the course and the Partner did not cancel their staff's attendance at the course at least two (2) weeks before the course took place, the Partner accepts that it will be liable to pay Document Logistix its full commercial rates for the number of training places wasted by the Partner's staff non-attendance, which Document Logistix will invoice to the Partner. Document Logistix will be under no obligation to offer the Partner alternative dates for the training that the Partner's staff failed to attend and failed to cancel.

Document Logistix Course Cancellations

Document Logistix reserves the right to cancel the course. In the event of a course cancellation, the liability of Document Logistix will be limited to the refunding of any fees paid in respect of the course unless the course is rescheduled. Document Logistix shall not be responsible for any consequential loss arising whatsoever. Document Logistix will, however, endeavour to give delegates as much advance notice as possible of any change to their enrolment.

Room

For on-site training where applicable, the Customer is responsible for providing a training room/venue for the Trainer to present the course(s).

This room needs to have the following:

- Sufficient chairs and tables, including an extra table for the refreshments.
- Chairs comfortable for three or more hours of sitting.
- Appropriate disability access.
- Electrical outlets, extension cords and power strips.
- Whiteboard with working pens and eraser (alternatively, a flip-chart with working pens is acceptable).
- Computer projector available and working.
- A lock on all doors for leaving equipment in overnight, if needed.
- Quiet environment.

The Training Room/venue needs to be available one (1) hour before class time for equipment setup.

Security and Safety

For on-site courses, if the course is more than one (1) day, the Customer will need to provide a key to the Training room/venue to the Trainer an hour before training commences. If a key cannot be provided, arrangements need to be made so the Trainer has access to the Training Room/venue **one (1)** hour prior to course starting time. Any additional passes/security necessities for the Trainer need to be provided. This includes parking arrangements, if applicable.

Fire exit and evacuation plans needs to be shown to the Trainer prior to the start of each course.

Lunch and Refreshments

For on-site training, the Customer is responsible for providing lunch for the Trainer as well as light refreshments during morning and afternoon breaks of the scheduled course.

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Copyright/Intellectual Property

All copyrights, patents, designs, and other intellectual property rights in or relating to any course materials provided or made available in connection with the public course or on-site course remain the sole property of Document Logistix. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of Document Logistix.

Expenses

For on-site training, the Customer is responsible for the additional cost of expenses to cover the Trainer's travelling and subsistence costs. Please contact us at Document Logistix for a quote, if required.

Training days must be taken within one (1) year of the date on which they are ordered.

In relation to Customers of Document Logistix software, their attention is drawn in particular to clauses 3, 4, 7, 9, 10.1, 11, 12 and 14 of the Document Logistix Terms and Conditions (found at http://www.document-logistix.com/downloads/Document_Logistix_Software_Terms_and_Conditions.pdf), which apply to this order for training. Together with the existing contract between the parties, these Training Terms and Conditions consist of the entire agreement between the parties, and the relevant entire agreement clause in the existing contract between the parties is amended accordingly.