

**TERMS AND CONDITIONS
FOR SUPPLY OF RPC UK Limited COMPUTER TRAINING SERVICES AND FACILITIES**

1 DEFINITIONS

- a) RPC UK Limited means RPC UK Limited whose registered address is 20a Racecommon Road, Barnsley, South Yorkshire S70 1BH.
- b) "The Purchaser" means the person, firm or corporate body wishing to attend or use the facilities/services and courseware.
- c) "The facilities/services" means the various training courses or other services provided by RPC UK Limited or its agents or partners at its premises or elsewhere as agreed which have been commissioned by the purchaser.
- d) "Courseware" means the course manual, exercises and other relevant documentation made available to purchases attending or using services provided by RPC UK Limited.

2 THE CONTRACT

- a) The contract for the supply of the facilities/services is agreed by the issue of RPC UK Limited's confirmation in the form of the invoice(s). Where the purchaser has not provided a written or formal confirmation, the issue of RPC UK Limited's invoice is deemed to be acceptance of a contract between the purchaser and RPC UK Limited. Clients wishing to refute this acceptance must do so by 5pm in writing on the third working day after the date stated on the invoice(s) at the RPC UK Limited address shown on the invoice. A facsimile transmission will be acceptable.
- b) These terms and conditions supersede and replace any previous agreements, proposals or representations made between the purchaser and RPC UK Limited for the provision of the facilities/services. These terms and conditions shall prevail notwithstanding any terms and conditions contained in any order submitted by the purchaser. Any variation to these terms and conditions must be agreed in writing by RPC UK Limited.
- c) The waiver by RPC UK Limited of any breach of these terms and conditions shall not prevent its subsequent enforcement and shall not be deemed to be a waiver of any subsequent breach.
- d) The purchaser shall procure the observance by its representatives attending or using the facilities/services and using the courseware of its obligations under these terms and conditions.

3 BOOKINGS

- a) The purchaser should attend or use the facilities/services on the commencement date specified by RPC UK Limited in its confirmation of booking or invoice. RPC UK Limited shall not be liable for any costs, damages or expenses suffered by the purchaser as a result of any cancellation or postponement of the facilities/services.
- b) The purchaser shall not assign its booking without prior written consent of RPC UK Limited.

4 CONFIDENTIALITY AND COPYRIGHT

The purchaser will not, unless authorised by RPC UK Limited:

- a) Disclose, provide or make available to any person other than the delegates in whole or in part any of the courseware or any copies thereof.
- b) Do any act in relation to any of the courseware, which is a restricted act under the Copyright, Designs and Patents Act 1988

5 OBLIGATIONS OF THE PURCHASER

The purchaser agrees that while attending or using the facilities/services it will: -

- a) Co-operate with RPC UK Limited's staff and accept their direction, supervision and control and conform to its rules and regulations.
- b) Take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by its actions whilst attending or using the facilities/services.
- c) Not engage in any conduct detrimental to the interests of RPC UK Limited.
- d) Not to solicit or employ or otherwise engage or contract for the services of any employee or agent of RPC UK Limited, engaged at any time in the provision and/or preparation of the facilities/services, until twelve months after the date of termination of such employee's or agents employment by RPC UK Limited or twelve months after the completion of the facilities/services (whichever is the earlier).
- e) To abide by the course prerequisites.

6 CANCELLATION

- a) The purchaser agrees to pay the following charges to RPC UK Limited in the event that for whatever reason, its representative fails to attend or withdraws from a training course or use a facility/service which it has booked without providing at least 28 days written notice prior to the scheduled commencement date.

WRITTEN NOTICE GIVEN CANCELLATION CHARGE

0-10 working days 100% of fee

11-20 working days 50% of fee

20+ days 25% of fee

- b) Irrespective of the notice period given, the purchaser will be entirely responsible for costs incurred by RPC UK Limited or any third party associated with the booking of the facility/service such as hotel, equipment or third party services.
- c) The purchaser agrees that notice of all cancellations, irrespective of the period of notice given, should be in writing, otherwise full payment will be required) If the course is under subscribed, the course will be re-scheduled on an alternative date. RPC UK

7 PAYMENT TERMS.

Payment is required in advance. RPC UK Limited accepts company cheques and major credit cards. Invoices are raised and submitted to the purchaser upon RPC UK Limited receiving oral or written confirmation of the booking of the facility/service. All fees are due for payment at least 14 days prior to the commencement of the course or service. RPC UK Limited reserves the right to charge the client the current base lending interest rate plus 3.5% on all unpaid fees plus all associated charges with recovery of overdue monies.

Registered Office: Racecommon Road, Barnsley, South Yorkshire, S70 1BH Registered in England 6563642
Directors P J Gable & K M Hogben

8 POSTPONEMENTS

a) The purchaser agrees to notify RPC UK Limited in writing of any postponement which will be without charge provided a minimum of 28 days notice prior to the scheduled commencement date otherwise the following charges apply: -

WRITTEN NOTICE GIVEN FEE CHARGED

0-10 working days 100% of fee

11-20 working days 50% of fee

20+ working days 25% of fee

b) Courses postponed and subsequently cancelled will be subject to level of cancellation fee that would have been applied if the course had been cancelled and not postponed. If the subsequent cancellation period is less than originally given when postponed then the cancellation fee will be charged for both instances.

9 JURISDICTION

English Law governs these terms and conditions and the purchaser agrees to submit to the jurisdiction of the High Court of Justice in England

10 ON-SITE WITH RPC UK Limited PROVIDING EQUIPMENT

The purchaser agrees that where training is provided on site at a location provided by the purchaser, the supply of adequate power supply, power outlets and extension cables and other facilities such as whiteboard, flipchart, OHP and screen is, unless otherwise agreed in writing, the responsibility of the purchaser. The purchaser further agrees to expedite the setting up of the training equipment by ensuring that the room is made ready prior to the delivery of the equipment which would normally occur one working day prior to the commencement of the course, within normal working hours. Collection of equipment may in some instances be undertaken the day after the course. All expenses for extra visits or delays will be charged at cost.

11 PROMOTIONAL OFFERS

Occasionally, RPC UK Limited will initiate promotional offers, which may vary the terms and conditions stated above as well as offering discounts. In such instances, RPC UK Limited reserves the right to withdraw any promotional offer at any time without providing any due reason. Any discounts offered will be based upon current standard prices. Clients who already benefit from a discounted price may select either the promotional offer or their agreed discount, but not both.

12 COURSES

a) RPC UK Limited constantly updates its courseware and therefore reserves the right to amend without notice the course contents and structures. The issuing of the Course Outline is intended only as a guide and does not form part of any contract with the client.

b) Clients booking dedicated company courses are responsible for ensuring that all delegates are of an equal level in terms of current knowledge, abilities and capacity to learn when they (the client) have identified the course content. RPC UK Limited will give an indication of the duration of a course structure designed by the client based on the average performance of end-users but cannot be held responsible if one or more delegates are not able to cover the course content in the estimated time. Delegates will however continue to benefit from receiving the full courseware content and the help-line support for the full course content as agreed at the time of booking.

c) Course finish times are approximate and based upon eight delegates of average ability proceeding at a normal rate of progress. Early completion of the course does not qualify the purchaser for either a proportional rebate or for delegates to train in other areas. Tutors are however available to cover the course material up to 5pm.

d) If numbers on a Public Course are not sufficient to make the course viable, RPC UK Limited reserves the right to convert the course to a reduced-day accelerator type workshop at no extra cost to the client.

13 OWNERSHIP OF GOODS OR SERVICE SUPPLIED

The title of any goods, materials, manuals or software supplied by RPC UK Limited as part of or in full of any service undertaken by RPC UK Limited remains invested in RPC UK Limited until full and final payment is received.

14 SOFTWARE

The purchaser agrees that whilst their delegate(s) attend any RPC UK Limited course, the license to use the software at their place of business will, for the duration of the course only, be temporarily loaned to RPC UK Limited for the sole purpose of training their delegate(s).

