

TERMS & CONDITIONS:

Ellora Consultancy vof, Chamber of Commerce Rotterdam, The Netherlands, nr.: 24434855

1. Definitions

These are the terms and conditions governing the provision of training services by Ellora Consultancy vof or its subcontractors with the exclusion of any other oral or written statement or agreement whatever its legal character

- 'Client or Customer' means a company or individual that completes a course booking form or enters into a contractual arrangement.
- 'Delegate' means the party or parties named as attendees on the course booking form.
- 'Invoice' means an invoice for the charges delivered by Ellora Consultancy vof to the Customer.

2. General

These Terms and Conditions shall apply to all training carried out in the provision of services by Ellora Consultancy vof to the Customer in accordance with any order confirmation authorised by the Customer. No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and Conditions. Ellora Consultancy vof employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by Ellora Consultancy vof in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

3. Acceptance of order

- i. An official confirmation must be received four weeks in advance of the course start date from the Customer in order to reserve a place. Bookings will be confirmed on receipt of written authorisation. Bookings can be accepted at any time up to the course start date, subject to availability.
- ii. Confirmed bookings can be made by letter or email (provisional bookings can be made by telephone, email or via our on-line service).

4. Substitutions, Rescheduling and Cancellations

- i. Delegate substitutions may be made prior to the start of the course without penalty, providing Ellora Consultancy vof is informed in writing. It is the Customer's responsibility, having referred to relevant Ellora Consultancy vof course information, to ensure the course is suitable for the student's requirements.
- ii. Bookings rescheduled by the customer within one to seven days of the commencement date of the course will incur a 30% transfer fee.
- iii. Bookings transferred by the customer more than seven days before the commencement date of the course will incur a 15% transfer fee, however the transfer must take place within 3 months of the commencement date of the original class.
- iv. In the event that a customer cancels a booking for which a transfer has taken place, this will incur a minimum 50% cancellation fee (see below).

- v. In all circumstances Ellora Consultancy vof require written notification of any transfers.
- vi. Cancellations by customers made more than thirty days before course commencement will not incur cancellation charges.
- vii. Cancellations within zero to seven days of course commencement will incur a 100% cancellation fee, between eight and thirty days will incur a 50% cancellation fee.
- viii. In all circumstances Ellora Consultancy vof require written notification of any cancellations.
- ix. Ellora Consultancy vof undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances Ellora Consultancy vof will endeavour to re run the course on a mutually agreeable basis.
- x. Ellora Consultancy vof reserves the right to cancel a course, though we make every effort to ensure this does not occur. In the event of a course being cancelled by Ellora Consultancy vof, alternative dates will be proposed or a full refund of monies paid will be made to the customer.
- xi. Ellora Consultancy vof takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses as a consequence of exceptional cancellations.

5. Sub-contracting

Ellora Consultancy vof reserves the right to assign or sub contract its training courses to other appointed and approved personnel

6. Pricing and Payment terms

- i. All course fees are fixed and published by Ellora Consultancy vof, however Ellora Consultancy vof reserves the right to review and change prices.
- ii. The course fee includes tuition, training materials, manuals and computer time as appropriate to the course.
- iii. All extra costs for breakfast, lunch, dinner, flights, hotel, transport and other special requests of the Customer will be invoiced separately after agreement of the Customer on the Proposal by Ellora Consultancy vof. Payment of the extra costs together with the VAT, should be received by Ellora Consultancy within 10 days of the invoice date.
- iv. Payment of the complete course fee, together with the VAT, should be received by Ellora Consultancy vof 30 days prior to the course start date or on booking, whichever is the later.
- v. No training services will be provided unless payment conditions have been satisfied.
- vi. All prices quoted are exclusive of VAT, which will be charged at the prevailing rate as notified by Customs and Excise.
- vii. Payment can be made by Bank transfer.

7. Course content

Our course listing is provided for information purposes only and does not constitute an offer for a particular course or programme. Ellora Consultancy vof constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course without notice to the Customer. A course title, duration, cost, content and location are liable to change at any time.

8. Delegate Suitability

- i. It is the Customer's responsibility to ensure that the course is suitable for their requirements. All delegates should have read and understood the course outline and met the necessary prerequisites.
- ii. All delegates will be required to abide by any site rules and regulations operating at the course location. Ellora Consultancy vof reserves the right to ask a delegate to leave the training event if the delegate disturbs the training.
- iii. Ellora Consultancy vof urges clients to support this policy, which is designed to protect the Customer's investment.

9. Force Majeure

Ellora Consultancy vof shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of services through any circumstances beyond its reasonable control including but not limited to strikes, lock outs, accidents, war, fire, acts of God, reduction in or unavailability of power, break down of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

10. Limitation of Liability and Indemnities

- i. Except as may otherwise be expressly provided in these Terms and Conditions, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are hereby excluded by Ellora Consultancy vof to the fullest extent permitted by law and Ellora Consultancy vof shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer.
- ii. Ellora Consultancy vof represents and warrants that the services provided will be performed in a professional and skilful manner consistent with the professional standards and the general customs and practices of the industry.
- iii. Ellora Consultancy's maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any order confirmation and/or these Terms and Conditions (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to Ellora Consultancy vof for the services which are the subject of the order confirmation in question.
- iv. Without prejudice to the generality of the foregoing, Ellora Consultancy vof shall not be liable to the Customer (whether in contract, tort, by statute or otherwise) for loss of profits and/or for any incidental, consequential, special or indirect loss or damage arising out of or in connection with any order confirmation and/or these Terms and Conditions, including but not limited to: (a) loss of use; (b) loss of goodwill; (c) loss and/or corruption of data; (d) loss of information; (e) loss of business; (f) loss of goods; (g) loss of anticipated savings; (h) loss of revenue; (i) downtime; (j) any damage relating to the procurement by the Customer of any substitute services.
- v. For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses 12.5 (a) through (j) inclusive above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these Terms and Conditions and/or any order confirmation.
- vi. For the avoidance of doubt, nothing in these Terms and Conditions and/or any order confirmation shall restrict and/or exclude in any way Ellora Consultancy's liability for (a) death or personal injury resulting from the negligence of Ellora Consultancy vof, its officers and/or employees; and/or (b) fraudulent misrepresentation. The Customer is liable for any

loss, damage or injury to Ellora Consultancy vof staff or their property which may arise whilst working at the Customer location and is due to negligence or breach of statutory duty by the Customer.

vii. Ellora Consultancy vof accepts no liability for the failure of any third party hardware, software and/or systems which may be the subject of any Ellora Consultancy vof services: this includes failure to meet its operating specification.

viii. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of Ellora Consultancy vof or the copyright owner.

ix. All Intellectual Property Rights for any product or service remain the property of Ellora Consultancy vof unless otherwise stated or agreed.

Disclaimer:

The information contained in all Ellora Consultancy coursework & literature is distributed on an "As Is" basis, without warranty. While every precaution has been taken in the preparation of the training courses and associated literature, neither the author nor Ellora Consultancy vof shall have any liability to any person or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the instructions contained in the coursework or by the materials and literature described in it.

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