

Shortest Path Training Limited

Terms and Conditions of Supply

April 2020

Definitions

In this agreement the terms shall have the following meanings:

‘SPT’ - Shortest Path Training Limited

‘Customer’ - the organisation or individual purchasing places on a training course from SPT under the terms of this agreement.

‘Delegate’ – the person who attends the training course on the Customer’s behalf and receives the training under the terms of this agreement.

‘Course Description’ – a description of the subject, content, objectives and pre-requisites of a course.

‘Course’ - a training course in which a Delegate is taught how to use the software package or part of a software package that is the subject of the course, to the level of detail and expertise indicated by the course’s Course Description.

‘Online Course or Module’ – a Course in which the Delegate participates remotely over the internet using communication tools and, if required by the Course, a remote workstation holding the necessary materials and analytical software products.

‘Open Course’ - a Course that is open to any individual to attend.

‘Closed Course’ - a Course in which attendance is limited by SPT to Delegates booked by a specific Customer at the request of that Customer.

‘Scheduled Course’ - a Course that has been scheduled in advance by SPT and advertised publically.

‘Closed Scheduled Course’ - a Scheduled Course that was originally an Open Course but which is subsequently changed to a Closed Course at the request of a Customer.

‘Off-Site’ Course - a Course held at a location organised and provided by SPT.

‘On-Site’ Course - a Course held at the Customer’s site, or at a location organised and provided by the Customer.

‘Standard Course’ - a Course using SPT’s standard training structure, content and materials.

‘Bespoke Course’ - a Course the structure, content and materials for which have been customised at the Customer’s request to the Customer’s requirements.

‘Awareness and Introduction Session’ - a briefing on the functionality and intended use of the software package that is the subject of the session but which does not include hands-on use, and is not intended to equip an attendee to subsequently use the software package.

‘Booking Request’ – a written or electronic request made by the prospective Customer to have one or more Delegates attend a specific Course on a specific date.

‘Booking Confirmation’ – a written or electronic confirmation issued by SPT to a Customer to confirm that places have been reserved for the Delegate(s) listed in the Booking Request to attend the specific Course on that date.

‘Closed Course Size’ – the number of Delegates that may attend a Closed or Bespoke Course without incurring additional charges. The Closed Course Size may be explicitly stated in the Booking Confirmation or, if it is not explicitly stated in the Booking Confirmation, the Closed Course Size shall be eight Delegates.

‘Closed Course Maximum Size’ – the maximum number of Delegates that may attend a Closed or Bespoke Course. The Closed Course Maximum Size may be explicitly stated in the Booking Confirmation or, if it is not explicitly stated in the Booking Confirmation, the Closed Course Maximum Size shall be 12 Delegates.

‘Closed Course Fixed Fee’ – the fee for a Closed or Bespoke course, as specified in the Booking Confirmation, in which SPT will train a number of Delegates less than or equal to the Closed Course Size.

‘Closed Course Delegate’ – a Delegate added to a Closed or Bespoke course on which the number of Delegates is less than or equal to the Closed Course Size after the addition.

‘Closed Course Additional Delegate’ – a Delegate added to a Closed or Bespoke course on which the number of Delegates is already equal to or greater than the Closed Course Size; such that a Closed or Bespoke Course always has a number of Closed Course Delegates less than or equal to the Closed Course Size and any additional Delegates are then deemed to be Closed Course Additional Delegates.

‘Closed Course Additional Delegate Fee’ – the fee, as specified in the Booking Confirmation, to train a Closed Course Additional Delegate.

‘Buying days’ – instead of buying a specific course, an organisation can purchase a number of days instead. As an example, buying 30 days could then be used to buy 10 places on an Analyst’s Notebook Standard Course (a 3 day course); or 5 places on an iBase Standard Course (a 2 day course) + 5 places on the Analyst’s Notebook Analysis Course (2 days). Places on specific courses are then booked in the same way as any other course. Cancellation fees apply in the same way as detailed below.

Services Covered

SPT agrees to supply the Course as specified in the Booking Confirmation sent to the Customer and the Customer agrees that the Delegate(s) shall receive that Course under the terms of this agreement.

Course Subject and Content

Standard Courses shall have the subject, structure, content and materials specified in the Course Description supplied in the Booking Confirmation. SPT offers Courses of different lengths which by

necessity and design cover different areas of functionality in the same software package, or the same areas of functionality but to different depths. SPT will make all reasonable efforts to ensure that a Standard Course has the content described in its Course Description but it is the responsibility of the Customer to ensure that each Delegate attends the Course appropriate to their prior knowledge and requirements.

Be-Spoke Courses shall have the subject, structure, content and materials agreed with the Customer in advance and described in the Booking Confirmation. SPT will make all reasonable efforts to ensure that a Bespoke Course has the content described in the Booking Confirmation but it is the responsibility of the Customer to ensure that the content is appropriate to the Delegate's prior knowledge and requirements.

Booking Process

The Customer will submit a Booking Request to SPT in one of the paper or electronic formats published by SPT which indicates the specific Course(s) that the Customer wishes the Delegate(s) to attend.

SPT will then issue a Course Confirmation to the Customer in paper or electronic form. The Course Confirmation will include the confirmation details, the Course Description and a copy of this agreement. No contract shall exist between SPT or the Customer for this Course until the Course Confirmation is issued.

Customers booking a Closed or Bespoke Course accept that SPT shall charge the Customer the Closed Course Fixed Fee for any number of Delegate(s) less than or equal to the Closed Course Size, plus an additional amount of the Closed Course Additional Delegate Fee for each additional Delegate above the Closed Course Size, and that the Customer may not send a number of Delegates greater than the Closed Course Maximum Size.

Delegate Prerequisites and Behaviour

The Customer warrants either that he or she is the Delegate or that every Delegate is an employee of, or under contract to, the Customer. The Customer also warrants that every Delegate satisfies the pre-requirements for the Course as specified in the Course Description. If a Delegate does not meet the pre-requirements SPT will try to accommodate such deficiencies where possible, but SPT reserves the right to remove a Delegate from a Course if, in its sole opinion, the Delegate's failure to satisfy the pre-requisites will significantly lessen the value of the Course to the other Delegates.

The Customer shall ensure that every Delegate is aware of the terms of this agreement and will behave in an appropriate manner during the Course. SPT reserves the right to remove a Delegate from a Course if, in its sole opinion, the Delegate is not behaving in an appropriate manner.

Every Delegate will be required to sign a Registration Form at the beginning of the Course.

Location and Facilities and Equipment

SPT will use all reasonable efforts to ensure that the locations and facilities used in all Off-Site Courses are safe and fit for purpose. The Customer will use all reasonable efforts to ensure that the location it provides for an On-Site Course is similarly safe and fit for purpose, and SPT shall not be liable in any way if the location proves to be unfit or unsafe.

Any equipment provided by SPT for use during a course should be treated in accordance with the use as intended and any misuse resulting in damage or loss is the responsibility of the Customer and as such may incur charges in order to repair and or replace.

SPT are not responsible for any circumstances arising from a customer, client or delegate accessing the internet from an SPT laptop either with or without permission from SPT. Damage to such equipment through the accessing of websites, the introduction of viruses and access to illegal or inappropriate sites is the responsibility of the customer, client or delegate and as such may face legal or monetary charges from SPT or the law.

SPT will use all reasonable efforts to ensure that all meals and refreshments provided on Scheduled Courses are of acceptable quality. SPT shall not be responsible for any travel, accommodation or other expenses incurred by a Delegate in attending a Course, nor for the quality of any accommodation used by a Delegate.

Cancellation

The Customer shall ensure that every Delegate attends the Course on the date and at the location specified in the Course Confirmation.

The Customer may cancel a request for a Delegate to attend a Course at any time prior to the Booking Confirmation being issued without incurring any charges.

Once the Booking Confirmation has been issued, the Customer may remove a Delegate from a Course but SPT reserves the right to charge the Customer an amount that reflects, in its sole opinion, the irrecoverable costs SPT has already incurred plus the loss of potential revenue to SPT.

If the Customer removes a Delegate from an Open Course, or a Closed Course Additional Delegate from a Closed or Bespoke Course, SPT reserves the right to make a charge dependant on the advance notice SPT receives of that removal as set out in the following table:

Cancellation from an Open Course or of a Closed Course Additional Delegate	
Working Days Prior To The Start	Percentage of Fees Chargeable
Greater than 10	0%
10 - 6	50%
5 - 0	100%

If the Customer removes a Closed Course Delegate from a Closed or Bespoke Course on which there are Closed Course Additional Delegates, SPT will replace the Closed Course Delegate with a Closed Course Additional Delegate and treat the removal as the cancellation of a Closed Course Additional Delegate as described in the previous table.

If the Customer removes a Closed Course Delegate from a Closed or Bespoke Course on which there are no Closed Course Additional Delegates, SPT reserves the right to charge the full Closed Course Fixed Fee for the Course as though the Delegate had not been removed.

If the Customer cancels an entire Closed or Bespoke Course, SPT reserves the right to charge the percentages of the course fees agreed for the whole Course, being the Closed Course Fixed Fee plus the Closed Course Additional Delegate Fee for any Closed Course Additional Delegates, dependant on the advance notice SPT receives of that cancelation as set out in the following table:

Cancellation of a Closed or Bespoke Course	
Working Days Prior To The Start	Percentage of Fees Chargeable
Greater than 20	0%
20 - 11	25%
10 - 6	50%
5 - 0	100%

For the avoidance of doubt, if the Customer removes all the Delegates from a Closed or Bespoke Course, SPT reserves the right to treat such a request as a cancellation of the Course itself.

For Bespoke courses SPT also reserves the right to charge the customer for the portion of the preparatory work SPT has already performed since the time it issued the Booking Confirmation.

If, however, SPT manages to subsequently fill any place(s) freed by such a cancelation with another delegate(s) or Course, SPT may, at its sole discretion, reduce any such charges to those necessary to cover any irrecoverable costs already incurred.

The Customer may replace a Delegate booked on a Course with an alternative Delegate at any time prior to the start of the Course at no additional charge, provided the new Delegate also satisfies the pre-requisites for the Course as included in the Course Description.

The Customer may request a Delegate be moved from one Course to a later one and SPT will use reasonable efforts to accommodate such requests but SPT reserves the right to treat such a request as a cancellation and a new Booking Request.

If the Customer books an On-Site Course and is subsequently unable to provide a suitable location, SPT will, if requested, use its reasonable efforts to convert the course to an Off-Site course at a pre-agreed additional cost to the Customer, but reserves the right to treat the failure of the Customer to provide a suitable location as a request by the Customer to cancel that Course.

SPT will use its reasonable efforts to perform the Course on the date and at the location published but reserves the right to postpone, cancel and or move it. If SPT postpones, cancels and or moves a Course it will refund any monies already paid by the Customer to SPT for that Course or, if the Customer wishes, either include the Delegate(s) in the postponed or relocated Course, or re-book the Delegate(s) on a subsequent occurrence of an equivalent Course. If SPT cancels a Course it shall not be liable for any expenses the Delegate or Customer may have incurred in respect of that Course.

Payment

SPT quotes all Fees exclusive of VAT and will add UK VAT and any other applicable taxes and compulsory charges in accordance with the applicable legislation in force at the time the invoice is issued.

SPT will issue an invoice to the Customer for the cost of the Course as part of the Course Confirmation. This invoice be payable within 30 days or on the working day before the start of the Course, whichever is earlier. If the Course type requires the Customer to cover SPT's expenses, a second invoice will be issued for these expenses after the end of the Course, and this invoice will be payable within 30 days. SPT reserves the right to remove a Delegate from a Course if a training invoice remains unpaid at the start of the Course but will use its reasonable efforts to avoid doing so. SPT also reserves the right to charge interest on any late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Ownership

The content, structure and training materials used in a Course are owned by SPT and SPT reserves all rights in these materials. In particular this agreement does not transfer any such rights to the Delegate(s) or Customer.

Confidentiality and Copyright

The content structure and training materials provided to the Delegate(s) and Customer in the performance of the Course are for the exclusive use of the Delegate(s) and Customer. The Delegate(s) and Customer will not provide or copy such content and materials to any third party without the prior agreement of SPT. In particular, the Delegate(s) and Customer will not record, copy, loan, hire, show or broadcast such content and materials without the prior agreement of SPT. If the performance of the Course requires copying any software or other materials onto a computer owned by the Delegate(s) or Customer, the Customer will ensure that all this software and other materials are deleted at the end of the Course unless SPT has given explicit written permission for it to remain.

Assignment

The Customer may not assign the benefit of this Agreement without SPT's prior written consent.

Warranty and Liability

Any media and materials provided by SPT as part of a Course are warranted against defects during normal use in an unmodified state for a period of 90 days after the start of the Course. If such media or materials are returned to SPT during this period and found to be defective, SPT's sole obligation shall be to replace such media or materials.

Other than the express warranty given in this clause, SPT provides no warranties of any form whether express or implied by statute common law or otherwise and SPT shall not be liable for any

errors or omissions in any materials supplied during the Course, nor for any indirect or consequential loss suffered by the Customer or Delegate(s) arising out of SPT's performance under this agreement.

SPT's liability to the Delegate(s) or Customer for claims, damages, loss or costs arising out of any fraudulent misrepresentation by SPT shall be unlimited. SPT's liability to the Delegate(s) or Customer for any claims, damages, loss or costs arising out of any negligence by SPT shall not exceed five hundred thousand pounds. SPT's liability to the Delegate(s) or Customer for any claims, damages, loss or costs arising from any other breach by SPT shall not in total exceed the fees paid for the services provided by SPT however such liabilities arise.

SPT uses all reasonable measures to ensure that no viruses or other malware enter its computers and IT infrastructure. Should a Delegate or Customer copy or install any SPT materials onto a computer owned by the Delegate or Customer, SPT shall not be liable for any damages if such action introduces a computer virus or other malware to that computer.

Miscellaneous

These terms and conditions in this agreement supersede and replace any previous agreements, proposals or representations made between the Customer and SPT in respect of a Course including but not limited to any terms contained in any Customer purchase orders.

Any variation to these terms and conditions must be agreed by SPT in writing and in advance.

If any of the provisions of this agreement are found to be unenforceable the remaining provisions shall not be affected.

Should SPT agree to waive any breach of any term of this agreement, this shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

If the supply of the Course to the Customer is subject to any export restrictions by any government body it is the sole responsibility of the Customer to obtain the necessary approvals from that government body.

Any reference to any person or object in the singular shall be taken to apply to both the singular and the plural.

All parties to this agreement shall comply with the Data Protection Act 1998.

Unless expressly stated, this agreement does not create any rights enforceable by any third party.

This agreement shall not make either Party the agent of the other.

This agreement shall be governed by the laws of England and both parties submit to the exclusive jurisdiction of the English courts.

Should either party be unable to comply with any terms of this agreement due to any events or developments that could not be evaded through the exercise of due care (Force Majeure), neither

party shall be liable to the other for damages arising from such breach provided the failing party uses all reasonable efforts to minimise the effects of such events or developments.

Online Courses and Modules

All Terms and Conditions apply where relevant with the following additions:

All Registration, Identification and Passwords sent to you by Shortest Path Training must only be used by the person for which they were intended, and for the specific course or module purchased, unless previously agreed and authorised by Shortest Path Training. These registrations, Identifications and passwords must not be published outside of the email in which they were originally sent.

Any person attempting to join an online course or module where such an agreement has not been undertaken will not be allowed access to the course or module.

Delegates unable to join a meeting due to reasons that were the responsibility of Shortest Path Training will be offered the opportunity to join another module at no additional cost. We will do our utmost to accommodate delegates who are unable to join due to difficulties not originating from Shortest Path Training but we reserve the right to charge for this place. We also reserve the right not to offer the opportunity to join another module at no additional cost under these circumstances, but will look at each case on an individual basis.

Taking part in online courses and modules may require the installation of standard third party software products on the participant's or Customer's own computer including, but not limited to, online conferencing systems such as Zoom and remote workstation clients such as that for Amazon Workspaces. The use of such tools is governed by the licensing terms of the organisations which own and publish such products, and Shortest Path Training offers no warranty of any form of any kind, whether express or implied by statute common law or otherwise, for such third party software products, and shall not be liable for any loss resulting from their installation or use.

Buying a number of training days

The Customer agrees with SPT to purchase a set number of days of training in advance. These days are then used to book courses within a timescale agreed by both parties – usually 3, 6 or 12 months. Once agreed the Customer will complete a Booking form in paper or electronic form outlining the number of training days bought and the length of time by which the days must be used.

SPT will then issue a Confirmation to the Customer in paper or electronic form. The Confirmation will include the price, the number of training days bought and the length of time by which the days must be used. No contract shall exist between SPT or the Customer until the Confirmation is issued.

To book places on specific courses the Customer must follow the same process outlined in the section Booking Process. Please note, as with all courses, places on a specific course cannot be guaranteed until the booking process has been completed and places are available on a first come first served basis.

When buying a number of training days, all the above Terms and Conditions will still apply with the following differences:

Payment - SPT will issue an invoice to the Customer for the cost of all the Training days bought. This invoice be payable in full within 30 days or on the working day before the start of the first Course booked, whichever is earlier. If a Course type requires the Customer to cover SPT's expenses, a second invoice will be issued for these expenses after the end of a Course, and this invoice will be payable within 30 days. SPT reserves the right to remove a Delegate from a Course if a training invoice remains unpaid at the start of the Course but will use its reasonable efforts to avoid doing so. SPT also reserves the right to charge interest on any late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Timescales - All training days must be booked onto specific courses by the end of the agreed time. The courses themselves may start up to 3 months after the time period agreed. As some courses run less often it is recommended that as many courses are booked well in advance of the end of the time period as courses can fill up months in advance. Any training days not booked by the end of the time period will be lost but SPT will use reasonable efforts to accommodate the Customer's needs. In particular if a Customer requires places on a Course, and there are no places available before the end of the time period then SPT and the Customer can agree between them to extend the time period to accommodate the requirement.

Bespoke and Closed Courses – Training Days may be used towards the cost of a Bespoke or Closed Course. Bespoke and Closed Courses have a minimum cost per day and that minimum cost will still apply. Any expenses incurred by SPT in delivering these courses will be invoiced on completion of the course.

All courses – SPT specialise in training IBM i2 Analyst's Notebook and iBase. Days purchased are used to buy training in these specific products only. With mutual agreement we may be able to provide training in other products.

Contact

Any communication regarding the above terms and conditions should be addressed to:

Shortest Path Training Limited
Future Business Centre
Kings Hedges Road
Cambridge
CB24HY

or sent by email to: info@shortestpathtraining.co.uk