

## TERMS & CONDITIONS

### 1. Definitions

These are the terms and conditions governing the provision of training services by ENCONAcademy LLC 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 ENCONAcademy LLC to the customer.

### 2. General

These Terms and Conditions shall apply to all training carried out in the provision of services by ENCONAcademy LLC 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. ENCONAcademy LLC employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by ENCONAcademy LLC 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

- a) Bookings can be accepted at any time up to the course start date, subject to availability.
- b) An official confirmation must be received from the Customer in order to reserve a place. Prior to your confirmation, your place is only held provisionally.
- c) Confirmed bookings can be made by letter, fax or email (provisional bookings can be made by telephone, email or via our on-line service). Bookings will only be confirmed on receipt of written authorisation plus deposit or if booked within 30 days of the start date full payment.

### 4. Substitutions, Rescheduling and Cancellations

- a) Delegate substitutions may be made prior to the start of the course without penalty, providing ENCONAcademy LLC is informed in writing. It is the Customer's responsibility, having referred to relevant ENCONAcademy LLC course information, to ensure the course is suitable for the student's requirements.
- b) Bookings rescheduled by the customer within one to seven days of the commencement date of the course will incur a 30% transfer fee plus any price difference in the new course fee.
- c) 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.
- d) Transfer requests received once a course has commenced are not acceptable and will be considered to be a cancellation and will be subject the terms and conditions regarding cancellations.
- e) 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).
- f) In all circumstances ENCONAcademy LLC require written notification of any transfers.
- g) Cancellations by customers made more than thirty days before course commencement will not incur cancellation charges.
- h) Cancellations within one to seven days of course commencement will incur a 100% cancellation fee, between eight and thirty days will incur a 50% cancellation fee.
- i) In all circumstances ENCONAcademy LLC require written notification of any cancellations.
- j) ENCONAcademy LLC undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances ENCONAcademy of ENCONA LLC will endeavour to re run the course on a mutually agreeable basis.
- k) ENCONAcademy LLC reserves the right to cancel a course, though we will make every effort to ensure this does not occur. In the event of a course being cancelled by ENCONAcademy LLC, alternative dates will be proposed or a full refund of monies paid will be made to the customer.
- l) ENCONAcademy of ENCONA LLC 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

ENCONAcademy of ENCONA LLC reserves the right to assign or sub contract its training courses to other appointed and approved personnel

## 6. Pricing and Payment terms

- a) All course fees are fixed and published by ENCONAcademy LLC, however ENCONAcademy LLC reserves the right to review and change prices.
- b) The course fee includes tuition and training materials as appropriate to the course.
- c) A non-returnable deposit of 20% will be payable upon receipt of written authorisation from the client.
- d) Payment of the course fee should be received by ENCONAcademy LLC 30 days prior to the course start date or on booking, whichever is the later.
- e) No training services will be provided unless payment conditions have been satisfied.
- f) All prices quoted are exclusive of any taxes, which will be charged at the prevailing rate as notified by Customs and Excise.
- g) Payment can be made by Bank transfer or cheque.

## 7. Course content

Our course listing on the ENCONA LLC homepage: [www.enconacademy.com](http://www.enconacademy.com) is provided for information purposes only and does not constitute an offer for a particular course or programme. ENCONAcademy LLC 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. We reserve the right to change a; course title, duration, cost, content and location at any time.

## 8. Delegate Suitability

- a) 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.
- b) ENCONAcademy LLC reserves the right to ask a delegate to leave the training event if the delegate does not meet the course prerequisites.
- c) ENCONAcademy LLC urges clients to support this policy, which is designed to protect the Customer's investment.
- d) All delegates will be required to abide by any site rules and regulations operating at the course location.

## 9. Force Majeure

ENCONAcademy LLC 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

- a) 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 ENCONAcademy LLC to the fullest extent permitted by law and ENCONAcademy LLC shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer.
- b) ENCONAcademy LLC 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.
- c) ENCONAcademy LLC 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 ENCONAcademy LLC for the services which are the subject of the order confirmation in question.

- d) Without prejudice to the generality of the foregoing, ENCONAcademy LLC 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.
- e) For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses 12.5 (a) through (b) 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.
- f) For the avoidance of doubt, nothing in these Terms and Conditions and/or any order confirmation shall restrict and/or exclude in any way ENCONAcademy LLC liability for (a) death or personal injury resulting from the negligence of ENCONAcademy LLC, its officers and/or employees; and/or (b) fraudulent misrepresentation. The Customer is liable for any loss, damage or injury to ENCONAcademy LLC 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.
- g) ENCONAcademy LLC accepts no liability for the failure of any third party hardware, software and/or systems which may be the subject of any ENCONAcademy LLC services: this includes failure to meet its operating specification.
- h) 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 ENCONAcademy LLC or the copyright owner.

**Publisher:**

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