



TCS TRAINING IT LIMITED TERMS AND CONDITIONS

1. APPLICATION

These terms and condition shall apply to the provision of training by TCS Training IT Limited to the Customer.

2. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

TCS Training: TCS Training IT Limited who are providing the training

Customer: the person or firm who purchases the training from TCS Training IT Limited

Customer Data: the data provided by the Customer for the purpose of facilitating the Training

Delegate(s): An individual or representative schedule by the Customer to attend the training course.

Data Protection Legislation: The General Data Protection Regulations (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003

In-House: Training provided by TCS Training IT Limited at the Customer's premises for the Customer's Delegates

Online Booking Process: The booking process available through the following websites or their links:

<https://www.tcstraining.co.uk>

<https://www.it-online-training.co.uk>

Personal Data: has the meaning given to it in the Data Protection Legislation

Public: Training provided by TCS Training online for all Customers and Delegates.

Training: the training either in-house or public to be supplied by TCS Training IT Limited to the Customer

Training Materials: any materials or documents provided by TCS Training IT Limited as part of the training.



3. BASIS OF THESE TERMS AND CONDITIONS

These Terms and Conditions shall come into effect when either:

A booking is made by the Customer in writing (email)

A booking is made by the Customer using the Online booking process

Any descriptive matter or advertising issued by TCS Training, and any descriptions contained in TCS Training's catalogues, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

4. SUPPLY OF THE TRAINING

TCS Training shall use reasonable endeavours to supply the training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training course at any time and without notice.

TCS Training shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.

TCS Training reserves the right to cancel training without incurring additional liability to the Customer or any Delegates.. In such circumstances, TCS Training will offer (at its sole discretion) alternative dates, a full refund or a credit note.

TCS Training offers 1 year's support. The support is limited solely to the topics covered during the training course. TCS Training will endeavour to answer any questions from the Delegate but will be limited when providing support using the Delegate's own data.

TCS Training are committed to providing you with a high standard of service. Any complaints should be addressed to the Director of TCS Training IT Limited directly: tracy@tcstraining.co.uk.

5. CUSTOMER OBLIGATIONS

The Customer shall:

Co-operative with TCS Training in all matters relating to the Training

Provide TCS Training, its employees, consultants and subcontractors, with any information which may reasonably be required by TCS Training in the organisation of the training including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects.

Where training is being delivered at its premises, provide TCS Training with access, training space and any equipment necessary for the delivery of the training and such facilities as are reasonable notified to the Customer in advance.



TCS Training

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35 VICTORIA MEWS, KNOWLE AVENUE
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Bookings may be made by email, letter or phone. Telephone bookings must be confirmed in writing via email upon request with Delegate's name, billing address and the version of the software you use. Please quote purchase order numbers where applicable.

6. CHARGES AND PAYMENT

Training shall be calculated on a per session per Delegate basis, unless a rate is agreed in writing such as a group booking rate or offer.

The Customer shall pay any valid invoices for services we are providing within 30 calendar days of the date of the invoice.

All sums payable are exclusive of VAT and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT Invoice.

Cancellation

The Customer may cancel Public Training on 30 calendar days' notice to TCS Training. Cancellations must be provided in writing. Charges will be as follows if Customer cancels:

Within 29 days' notice of the scheduled course date – 50% fee charged
Within 7 days' notice of the scheduled course date – 100% fee charged

For Customer bookings that are dedicated for just that Customer, the following cancellation charges will apply:

Within 30 working days' notice of the scheduled course date – 50% fee charged
Within 10 working days' notice of the scheduled course date – 100% fee charged.

Transfers

Should circumstances mean that the Customer needs to transfer the Delegate to a different course date, or a customer booking is moved to a different date, the following charges will apply:

Over 20 working days' notice of the course start date - no charge
11-20 working days' notice of the course start date – 25% of the course fee
6-10 working days' notice of the course start date - 50% of the course fee
Within 1 week notice of the course start date - 100% of the course fee.

All transferred courses must be booked within a period of six months from the original course date.

Non-attendance

If a Delegate does not attend a course, without informing TCS Training, the full course fee remains payable.



Late arrivals/missed sessions

If a Delegate arrives late for a course or are absent from any session, we reserve the right to refuse to accept the Delegate for training if we feel the Delegate will gain insufficient knowledge or skill in the time remaining.

Intellectual Property Rights

All intellectual property rights in or arising out of or in connection with the Training including any associated Training Materials shall be owned by TCS Training.

No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of TCS Training.

Customer Data

As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Data.

The Customer grants TCS Training an irrevocable unlimited and royalty-free licence to use the Customer Data provided to TCS Training for the purposes of providing the training.

Each party warrants that for the purposes of this agreement it:

Shall comply with the provision of the Data Protection Legislation including without limitation that it:

Shall use personal data in accordance with the permissions or consents obtained from the data subjects or otherwise in accordance with the Data Protection Legislation.

Shall communicate to the other party the terms of any permissions or consents obtained from the data subjects

Shall inform the other party as soon as reasonably practicable of the discover of any actual or suspected data-breach relating to the processing of personal data in connection with this agreement.

shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement.

shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with the Agreement.



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7. LIMITATION OF LIABILITY

Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:

death or personal injury caused by negligence;

fraud or fraudulent misrepresentation; and

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

TCS Training shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.

TCS Training's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Charges paid for the Training.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

8. CONFIDENTIALITY

Each party may be given access to confidential information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:

is or becomes publicly known other than through any act or omission of the receiving party;

was in the other party's lawful possession before the disclosure;

is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

is independently developed by the other party, which independent development can be shown by written evidence.

Each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than the implementation of the Agreement.



A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

The Customer acknowledges that its information may be used by TCS Training on an anonymous basis without limitation including compiling and publishing reports.

The above provisions of this Section 8 shall survive termination of the Agreement, however arising.

9. TERMINATION

Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:

the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;

the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

Without affecting any other right or remedy available to it, TCS Training may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.



10. CONSEQUENCES OF TERMINATION

On termination of the Agreement:

the Customer shall return any of the Training Materials which have not been fully paid for; and

any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

11. FORCE MAJEURE

TCS Training shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TCS Training or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

12. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.



14. ENTIRE AGREEMENT

The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

15. ASSIGNMENT AND SUBCONTRACTING

The Customer shall not, without the prior written consent of TCS Training, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in TCS Training's sole discretion.

TCS Training may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

16. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).