

Terms and Conditions for Training Courses

1. Course Booking Procedure

- a. A Course Confirmation Form will be sent to you by email (unless specified otherwise). This will include:
 - i. A booking reference number,
 - ii. Course Code,
 - iii. Date(s),
 - iv. Course fee.
- b. To confirm the booking, return via email or letter:
 - i. Written (within the e-mail) confirmation, with reference to the booking reference number,
 - ii. An e-mail or postal address of where to send our invoice (typically your accounts department),
 - iii. A Purchase Order (or similar).

2. Payment Terms

- a. All quotes for training courses or any other services are exclusive of VAT.
- b. Unless otherwise agreed with Kryptosec Ltd (such as may be the case for late bookings), payment terms are as follows:
 - i. Payment shall be made in full no later than 10 working days prior to the commencement of a course.
 - ii. By prior arrangement with Kryptosec Ltd, a part payment (50%) may be made no less than 10 working days prior to commencement of a course with the balance (50%) to be made within 30 calendar days.
 - iii. Late payment will invoke a charge equivalent to any discount offered by Kryptosec Ltd, or interest at 2% above the base rate.
- c. Payment can be made by cheque or BACS, full details for which will be included on the invoice.

3. Course Changes

- a. Kryptosec Ltd shall be entitled to:
 - i. Modify course content. This may occur due to the natural evolution of a course.
 - ii. Change the date or location of a course, to reduce the amount delivered or to cancel a course entirely without liability for financial penalty or compensation other than an amount limited to a refund of 100% of any course fees already paid. This will usually only occur if forced to do so through circumstances beyond reasonable control, or when there are insufficient delegate numbers. Kryptosec Ltd will, however, use all reasonable endeavours to avoid such changes and will ensure

that delegates are kept informed at all times should such changes be necessary.

4. Cancellation

- a. Cancellations are to be made in writing (an e-mail is acceptable), and a cancellation fee will apply. This is determined by the number of working days prior to course commencement that notice is received, as follows:
 - i. More than 15 = 0% of the course fee,
 - ii. 15 or less but more than 10 = 50% of the course fee,
 - iii. 10 or less but more than 5 = 75% of the course fee,
 - iv. 5 or less = 100% of the course fee.
- b. If the cancellation fee is less than any payment already received, the difference will be refunded. If the cancellation fee is greater than any payment already received, the difference will be invoiced.
- c. If a delegate fails to attend, or withdraws partway through a course, the full course fee will still apply.
- d. Delegates may be substituted upon notification in writing to Kryptosec Ltd (an email is acceptable), subject to any new delegate satisfying, where they exist, the course requirements.
- e. In the event of a delegate or purchaser changing the date of attendance, or re-scheduling a course, an additional charge, as determined by the number of working days prior to course commencement that notice is received, will apply:
 - i. More than 15 = 0% of the course fee,
 - ii. 15 or less but more than 10 = 25% of the course fee,
 - iii. 10 or less but more than 5 = 50% of the course fee,
 - iv. 5 or less = 100% of the course fee.

5. Conduct

- a. The conduct and attitude of delegates will remain the responsibility of the delegates' parent organisation.
- b. It is expected that at all times delegates will respect the aims and objectives of their fellow delegates and those of the designated trainer.
- c. Kryptosec Ltd adopts a zero tolerance policy with regard to poor conduct on a course. Any delegate whose poor conduct adversely affects fellow delegates or Kryptosec training staff will be given a verbal warning. If they fail to heed this warning they are liable for immediate removal from the course, without refund.

6. Confidentiality and Copyright

- a. The copyright and all other intellectual property rights in all Kryptosec Ltd course material shall remain the sole and exclusive property of Kryptosec Ltd unless clearly indicated otherwise.
- b. The purchaser and delegate undertake to not copy or permit the photocopying of materials, nor disclose or permit the disclosure or sell

or hire the same to third parties, nor use the same for running your own courses.

7. Liability

- a. Kryptosec may assist in the selection of training services, but it remains the purchasers responsibility to verify that the courses are suitable for the requirements of the delegate attending a particular course and that the delegate has the necessary level of competence to be able to achieve the objectives of the course.
- b. Kryptosec Ltd's liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen. Kryptosec Ltd will not be liable for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss.

8. Questions

- a. If you have any questions regarding these Terms and Conditions please do not hesitate to contact Kryptosec Ltd.

THE END