

Terms & Conditions effective from 30 April 2018

1. Definitions

In these Conditions the following expressions shall have the following meanings

- “Data-TrainingWorx Ltd or “Spendataworx” means Data-TrainingWorx Ltd of 25 Grosvenor Road, 25 Grosvenor Road, Wrexham, LL11 1 BT.
- The “Client” means the person, company or other legal entity identified as providing a request to Data-TrainingWorx Ltd to supply Services.
- “Services” means the goods or services to be provided by Data-TrainingWorx Ltd to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
 - A request to supply Services has been received from the Client by Data-TrainingWorx Ltd
 - Data-TrainingWorx Ltd has confirmed to the Client that the course or other Services requested are available
 - Payment has been received or alternative payment method agreed.
- “Contract” means the contract between Data-TrainingWorx Ltd and the Client under which the Services are to be supplied by Data-TrainingWorx Ltd to the Client
- “Training Provider” means the company delivering a course when this is not Data-TrainingWorx Ltd
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trade marks and confidential information.

2. Prices

The price payable for the Services shall be the list price of Data-TrainingWorx Ltd at the Confirmation Date unless otherwise stated.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

3. Terms of Payment

Where the Services relate to the provision of a training course, payment by cheque, credit card, debit card or bank transfer is required no later than 25 Working Days before the course start date. Special arrangements may be separately agreed in the case of late bookings.

Where Services involve other services or goods, payment is required 5 Working Days prior to delivery or as otherwise agreed in writing.

Data-TrainingWorx Ltd is entitled to charge interest at 2% per Month or part thereof on overdue payments.

4. Training Courses

Data-TrainingWorx Ltd provides training in conjunction with selected Training Providers. To the best knowledge of Data-TrainingWorx Ltd these Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. Data-TrainingWorx Ltd reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the Data-TrainingWorx Ltd website is for general guidance and does not form any part of a contract.

Please contact Data-TrainingWorx Ltd before making any travel or accommodation arrangements as Data-TrainingWorx Ltd will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

Data-TrainingWorx Ltd will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, Data-TrainingWorx Ltd and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

5. Course Duration

Course durations for classroom events and access periods for eLearning products are clearly stated on the website.

All classroom-based courses are run on working days only, unless otherwise stated.

On the rare occasion where a training event duration spans a weekend the course will continue the following week. For example, if a 3 day training event commences on a Friday then the remaining 2 days of training will take place on the following Monday and Tuesday.

6. Cancellation, Transfers and Substitutions with respect to Training Courses

Data-TrainingWorx Ltd reserves the right to cancel or arrange an alternative date for a course. In such circumstances Data-TrainingWorx Ltd will endeavour to provide notice of cancellation or change to the Client.

In the event of cancellation the Client will be entitled to a full refund of the course fee but Data-TrainingWorx Ltd shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying Data-TrainingWorx Ltd in writing by recorded delivery as soon as reasonably practicable. The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

Public Scheduled Courses:

Number of Days Notice	Proportion of Course Fee
0 – 15 Working Days	100%
16 – 25 Working Day	50%

Customer Specific Courses (for example on Client's site):

Number of Days Notice	Proportion of Course Fee
0 – 25 Working Days	100%

In the event that the delegate is unable to attend the course booked Data-TrainingWorx Ltd will endeavour to transfer the delegate to an alternative course. If this is requested 26 or more Working Days from the start date of the original course then the only charges applicable will be an administration fee of £15 (plus VAT) plus any difference in course price. If a transfer is requested within 26 Working Days then the cancellation fee above shall be payable.

Data-TrainingWorx Ltd will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course. In the event of substitution the Client shall pay an administration fee of £15 plus any unavoidable costs relating to the change.

For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included as a Public Scheduled Course and upon course materials and access to E-Learning being provided to the Client 100% of the Course Fee is payable in the event of any cancellation.

7. Liability

Data-TrainingWorx Ltd' total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

Data-TrainingWorx Ltd shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

8. Data-TrainingWorx Ltd Cancellation

- Data-TrainingWorx Ltd reserves the right to cancel, curtail or re-schedule training courses or events, in which case it shall use reasonable endeavours to notify the customer and provide alternatives.
- In the event of cancellation by Data-TrainingWorx Ltd on Training for any reason (including where Data-TrainingWorx Ltd on Training is no longer able to source the training course requested), Data-TrainingWorx Ltd on Training shall use reasonable endeavours to find a suitable alternative and where this is not possible shall refund course fees which the customer has already paid in advance in relation to the cancelled course.
- The Company reserves the right to withhold services or provide reduced services if course participants attending on the Client's behalf fail to satisfy course requirements or meet the course prerequisites.

10. Force Majeure

Data-TrainingWorx Ltd shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire,



act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If Data-TrainingWorx Ltd is unable to perform its duties and obligations under this contract as a direct result of one or more such causes Data-TrainingWorx Ltd shall give written notice to the Client of such inability stating the cause in question.

11. Data Protection and Confidentiality

The policy of Data-TrainingWorx Ltd with respect to data protection is detailed on our website which should be read in conjunction with these terms and conditions of contract.

Where Services are certified training courses, the Client consents to allow Data-TrainingWorx Ltd full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate effectiveness of training and to assist Data-TrainingWorx Ltd in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it Data-TrainingWorx Ltd, its Training Provider or others.

Where Services are distance learning products then the Client shall abide by all reasonable terms of any licence agreement applicable.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of Data-TrainingWorx Ltd. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify Data-TrainingWorx Ltd against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

12. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Data-TrainingWorx Ltd or its Training Providers shall be subject to correction without any liability on the part of Data-TrainingWorx Ltd.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of Data-TrainingWorx Ltd.

Data-TrainingWorx Ltd may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of Data-TrainingWorx Ltd or its Training Providers.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.