



General terms and conditions for BSI training courses

These general terms and conditions of BSI Group The Netherlands, located at John M. Keynesplein 9, 1066 EP Amsterdam, The Netherlands, (“licensor” or “we”), are applicable to the purchase of you (“licensee”, “you” or “Delegate”) of BSI training courses and training materials (“Training Courses” and “Training Materials” respectively), which includes printed materials and online documentation (Documentation).

1. THE PRODUCT – A DESCRIPTION

We describe our products as:

- a. Instructor Led Training [ILT]: Delegates are required to attend a location where an instructor delivers the training
- b. eLearning [Online training]: Delegate can purchase a training activity online, access and complete the course online
- c. Distance Learning: Delegate can book the product online. With distance learning BSI will send learning materials to the delegate for completion on receipt of full payment
- d. Blended Learning: A course that is delivered using a combination of all learning delivery methods, i.e. ILT, online and distance
- e. Packaged Training Services: Any combination of the above services, in a series of training modules specifically created for your own requirements.

Please note that we reserve the right to change the course content of any Training Course at any time and without notice.

2. THE SALE

The purchase of Training Courses and Training Materials are subject to the following:

- a. the prices set out for the relevant product on our website; and
- b. the purchase of the Training Courses and Training Materials includes the granting of a non exclusive, non-transferable licence to use the Training Materials and the Documentation on the terms of such licence, which are set out in the following clause.

Once your registration for a Training Course has been successfully processed, you will receive an email confirming your seat, name of the course, course timing, and location of delivery.

3. THE LICENCE

You may:

- i. [IF YOU ARE AN ILT CUSTOMER] receive and possess the Training Materials associated with the relevant Training Course purchased and to use such Training Materials in conjunction with the attendance of such course, as well as use such as a record of information for the term of this licence provided that only the delegate of the relevant ILT Training Course may make such use of them.
- ii. [IF YOU ARE AN E-LEARNING CUSTOMER] download and use the Documents for the purposes of completing the associated course on-line only either (as agreed between the parties):
 - a. on one CPU if the Licence is a single-user licence or the Software is for single use; or
 - b. if the Licence is a multi-user or network licence, by the number of concurrent users agreed between you and us.



- iii. [IF YOU ARE A DISTANCE LEARNING CUSTOMER] receive and possess the Training Materials associated with the relevant Training Course purchased and to use such Training Materials in conjunction with the attendance of such course, as well as use such as a record of information for the term of this licence provided that only the delegate of the relevant Distance Learning Training Course may make such use of them.
- iv. [IF YOU ARE A BLENDED LEARNING CUSTOMER] have the same rights as may be appropriate with the three categories above.
- v. [IF YOU HAVE PURCHASED PACKAGED TRAINING SERVICES] enjoy all general rights that may be relevant to the specific training packaged for your needs, coupled with a licence to use the materials, the scope of which we have agreed with you when providing the packaged services.

4. LICENSEE'S UNDERTAKINGS

Except as expressly set out in this Licence you undertake (and you undertake to procure that your employees or any other delegate attending a Training Course on your behalf or on your account so undertakes):

- I. not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;
- II. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
- III. to supervise and control use of the Training Materials and Documents and ensure that they are used by your employees and representatives in accordance with the terms of this Licence;
- IV. to include the copyright notice of BSI on all entire and partial copies you may make of the Training Materials or Documents on any medium;
- V. not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from the Licensor

5. TRANSFERS AND CANCELLATION OF TRAINING COURSES

Delegates may transfer their registration for one course to another course up to 20 working days prior to the original course date. Once a delegate has transferred no refunds can be made for the cancellation of either course. Only one transfer by any delegate may be made.

If you cancel a Training Course: - all cancellations must be made no later than 25 working days before the start of relevant Training Course. We will only accept cancellations that are made in writing. If a delegate fails to attend a Training Course, or a cancellation is sought within the 25 working days prior to the start of such course, full payment will be required.

Refund Policy: if the refund is approved by the Licensor, it will be made through the original mode of payment only. No refunds shall be given for the cancellation of Distance Learning, Blended Learning and Elearning courses no matter when cancellation is notified to us.

If we cancel a Training Course, or change course content: - we reserve the right to amend or cancel a Training Course at any time, without incurring any additional liability to the Licensor or any delegate. In such circumstances, we will offer alternative dates, a full refund or a credit note.



6. CONFIDENTIALITY

6.1 With regard to any materials that the Licensee may produce to the Licensor during a Training Course pursuant to the curriculum of that Training Course (the "Projects"), The Licensor shall:

- a. keep confidential all know-how, including commercial and financial information, that is of a confidential nature, disclosed by the Licensee to the Licensor in a Project;
- b. not publish Projects without the express prior written consent of the Licensee; and
- c. disclose know-how, and any other confidential information in Projects, only to those persons necessary for the purposes of the relevant Training Course and only to the extent necessary for the proper performance of their duties.

6.2 The Licensor shall procure that the obligations in clause 6.1 are observed by its employees, officers and agents.

6.3 The Licensor shall notify the Licensee immediately if it becomes aware of any disclosure in breach of the obligations in this clause 6. At the request of the Licensee, the Licensor will take all such steps as are necessary to prevent further disclosure.

6.4 The provisions of this clause 6 shall not apply to:

- a. any Project that is required to be disclosed to any third party pursuant to the curriculum of the Training Course in which it was produced and the Licensee was aware of this requirement at the time of presenting the Project to the Licensor;
- b. any information which is in the public domain at the date of the presentation of the Project to the Licensor, or which subsequently comes into the public domain other than by breach of this clause 6; or
- c. any information already in the possession of the Licensor at the date of presentation of the Project, other than under an obligation of confidentiality; or
- d. any information obtained without any obligation of confidence from a third party that is not in breach of this Clause 6.

6.5 The provisions of this clause 6 shall be deemed effective from the date first presentation of a Project was made to the Licensor and shall remain in full force and effect for 10 years from that date.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this Licence.

8. LICENSOR'S LIABILITY

8.1. Except for matters caused by the Licensor's negligence or wilful default (or that of its employees and agents), the Licensor shall not be liable to you for the following damage caused to any candidate or candidate's property or your premises for any courses conducted by the Licensor on your premises.: loss of income, loss of business profits or contracts, business interruption, loss of opportunity, goodwill or reputation, loss of the use of money or anticipated savings, loss of information or loss of, damage to or corruption of data.



8.2. Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to € 5000,-.

8.3. You agree to indemnify and hold harmless the Licensor against all cost or losses suffered or incurred by the Licensor due to a candidate's person, property, or to your premises on which the course relevant to such candidate takes place

8.4. The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the The Netherlands.

9. TERMS OF PAYMENT

9.1 Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client is to provide the relevant invoice number and its customer account number (as stated on the invoice).

9.2 Invoices payment terms are 30 days from date of invoice or at least 10 working days before the start of the course, whichever is sooner. If the entire amount due is not credited to BSI's bank account within the aforementioned period, you will be immediately in default without any further notice of default being required. You will also owe statutory commercial interest from the day of default. In addition, BSI has the right, in the event of default, to recover from you all the costs it has incurred, both in and out of court.

9.3 If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct fee for the courses that you are buying, we reserve the right to adjust the fee (upwards or downwards) so that it is the correct fee for your circumstances.

9.4 We take reasonable measures to ensure that our website is a secure site. Please see the terms and conditions of use of our website concerning access to it and use of the facilities on it. We take all necessary steps to ensure that any information provided by you for the purposes of payment will be kept secure.

10. TERMINATION

10.1 The Licensor may terminate this Licence immediately by written notice to you if:

- a) You do not fulfil your payment obligations as referred to in article 9 of these general terms and conditions.
- b) you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- c) a petition for a bankruptcy order to be made against you has been presented to the court; or
- d) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of Article 1 Bankruptcy Act), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of Article 1 Bankruptcy Act).

10.2 Upon termination for any reason:

- a) all rights granted to you under this Licence shall cease;
- b) you must cease all activities authorised by this Licence;
- c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and

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d) you must immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 This Licence is binding on you and us, and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

11.2 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

12. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control. Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

13. GENERAL

13.1 Any notice required or permitted to be given by either party to the other under these terms shall be in writing.

13.2 If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

13.3 The law of The Netherlands governs the Contract and Terms of Service. The Courts of Amsterdam have non-exclusive jurisdiction to settle any disputes or claims arising out of it.

14. ENTIRE AGREEMENT

These terms and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of Training Courses, Training Materials and Documentation and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.



15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time.

March 2019