

SERVICE WORKS GROUP EXPRESS TRAINING TERMS AND CONDITIONS



Important note: Please read carefully before purchasing online training courses or before accessing or downloading the training materials.

1. Agreement

Service Works Group (SWG) shall provide online training courses to the Client who purchase this service based on the following terms and conditions.

2. Terms of Payment

Payment for online training must be paid in full (as per the advertised price on the training course booking form) by BACS or faster payment within 14 days of the Client issuing a purchase order.

3. Cancellation or Transfer

Client course cancellation or change of delegate name must be made in writing by emailing training@swg.com and must specify the full booking details, including organisation name, course date and delegate contact details.

3.1 Where 7 days or less notice is provided of the cancellation, the Client agrees to pay 100% of the course fees (in accordance with the payment terms in clause 2)

3.2 The Client must provide at least 24 hours' notice if changing a delegate name or substituting a delegate. Outside of this, the Client will not be able to substitute a delegate and where the original delegate fails to attend the course, the Client will be liable to pay 100% of the course fee.

3.3 SWG reserves the right to cancel a training course or change the course content or substitute the trainer at any time without incurring any liability to the Client. In such circumstances where SWG cancels a course, it will offer the Client alternative dates, a full refund or a credit note.

4. Training Materials and Delivery

Training will be delivered via an online meeting platform. Details of the training course date, start time and login details will be provided in advance of the course. It is the delegate's responsibility to login on time and to ensure that they have appropriate network connectivity and a quiet environment in which to work.

Where training materials are provided by SWG for online courses, materials are granted based on a non-exclusive, non-transferable licence to use the materials and the documentation.

Clients undertake:

- 4.1 not to copy the training materials or documentation except where such copying

is necessary for the purposes of completing the relevant training course;

- 4.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the training materials or documentation, not combine or incorporate them with other materials
- 4.3 not to provide or otherwise make available the training materials in whole or in part, in any form to any person without prior written consent from SWG
- 4.4 not to record the online training course
- 4.5 not to broadcast the course for multiple delegates

5. Intellectual Property Rights

The Client acknowledges that all intellectual property rights in the training materials and the documentation provided anywhere in the world belong to SWG, and that rights in the training materials and the documentation are licensed (not sold) to the Client, who has no rights in, or to, the training materials or the documentation other than the right to use them for the purposes of the delegate attending the course.

6. Non-Solicitation

For a period of 6 months after completion of the training course, the Client will not employ or offer to employ either directly or indirectly or through any associated company, any person employee acting on behalf of SWG.

7. Disclaimer

These are generic courses and every client has to test and validate any new solutions, software feature or method of use for their individual software configuration. SWG accepts no liability for any direct, indirect or consequential loss howsoever caused in relation to this training or associated documentation.

8. Right to Vary These Terms and Conditions

SWG has the right to revise and amend these terms and conditions from time to time.

9. Applicability and Administration

This Agreement constitutes the entire agreement between the parties as to this subject matter hereof, and any previous agreement, correspondence, understandings and negotiations on the subject matter cease to have any effect. In the event of any inconsistency between the terms of this Agreement and the provisions of any purchase order acknowledgement, deliver, invoice or other documentation, these terms shall prevail.