



## DOTTED EYES LIMITED

### DOTTED EYES TRAINING SERVICES TERMS AND CONDITIONS

These pages together with the Dotted Eyes Training Selector order form (**Order Form**) tell you the terms and conditions on which we supply training services (**Training**) for the products (**Products**) listed on our website <http://www.dottedeyes.com> (**our site**) to you. Please read these terms and conditions carefully before ordering any Training from our site. You should understand that by ordering any Training, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

#### 1. Information about us

<http://www.dottedeyes.com> is a site operated by Dotted Eyes Limited (**Dotted Eyes, we or us**). We are registered in England and Wales under company number 04471760 and our registered office is Hanbury Court Harris Business Park Stoke Prior Bromsgrove Worcestershire B60 4JJ (**Premises**). Our VAT number is 551428257.

You are the entity named as the customer on the Order Form (**Customer, you or your**).

#### 2. How the contract is formed between you and us

After placing an order with us for the Training using the Order Form (**Order**), you will receive an email from us acknowledging that we have received your Order. This does not mean that your Order has been accepted. Your Order constitutes an offer by you to us to buy selected Training. All Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an invoice and/or an email relating to your Order (**Order Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Order Confirmation.

#### 3. Training Services

- 3.1. In consideration of your payment of the relevant Training Fees set out in the Order Form (the **Training Fees**), we agree to provide you with your selected Training in accordance with these terms and conditions.
- 3.2. Details of all the training courses (**Training Courses**) and any pre-requisite knowledge and experience required on the part of a person registering for that Training Course (**Delegate**) are set out in the course outline for that Training Course on the site (**Course Outline**).
- 3.3. Our Training Courses are continually updated and we reserve the right to alter content without prior notice, save that where we have already sent out the Order Confirmation we will make available to you the updated Course Outline prior to the start of the Training Course.
- 3.4. We shall provide one set of the relevant Training Course's training documentation and manuals (**Training Materials**) for each Delegate named on the Order Form. Additional Training Materials may be requested after the Training Course has been held to replace lost or damaged materials and will be charged at £50 per set.
- 3.5. Unless otherwise agreed in writing by us, all Training will be performed at our Premises.
- 3.6. We reserve the right, at our sole discretion, to re-schedule or cancel any Training in accordance with the provisions of clause 12.2

#### 4. Your responsibilities

- 4.1. You are responsible for paying the Training Fees in accordance with clause 5 below.

- 4.2. It is your responsibility to ensure that Delegates have the pre-requisite knowledge and experience referred to in clause 3.1 in order that the Training may progress smoothly within the allocated time. We will not vary the content of a Training Course nor will we refund Training Fees in the event that a Delegate lacks the pre-requisite knowledge or experience.
- 4.3. You shall ensure that Delegates comply with all our policies and procedures relating to health & safety and security whilst on our Premises which are notified by us to you or to Delegates at any time.
- 4.4. Please advise us of any special dietary requirements for any Delegate at least 5 working days in advance of the start of the Training Course.
- 4.5. Delegates are at all times responsible for their own belongings. We accept no liability for any lost or stolen belongings.
- 4.6. You agree and accept that the contents of the Training Courses is as set out in the Course Outline. Delegates should raise any concerns they have with the Training Course with the trainer during the Training Course so that matters can be rectified. If any concern cannot be resolved satisfactorily, the Delegate should submit a complaint in writing to us within 10 working days of the finish date of the Training Course which we will respond to in writing within 20 working days of receipt of the complaint.
- 4.7. You shall ensure that Delegates comply with all our reasonable instructions, guidelines and directions in relation to the Training.

## 5. Charges and Payment

- 5.1. The Training Fees cover the Training Course (as set out in the relevant Course Outline), the printed Training Course Materials for that Training Course, the Training Course's certificate (once completed), lunch and refreshments during course hours. The Training Fees also include the use of our computers (plus relevant software and datasets) for the purposes of receipt of the Training Course whilst on the Premises for the duration of the Training Course.
- 5.2. Any travel expenses, accommodation costs or other costs incurred by any Delegate is for their own account.
- 5.3. In circumstances where you have requested us (and we have agreed) to provide you with any services in addition to Training Services (not being Technical Support Services or Translation Services which are covered by the separate terms and conditions available on our site) (**Consultancy Services**) you agree that such Consultancy Services will be charged on a time and materials basis at our relevant Consultancy Service charge out rates in force at that time.
- 5.4. The Training Fees and any additional fees payable under clause 3.4 and 5.3 (**Additional Fees**) are stated to be exclusive of VAT which shall be paid in addition at the rate applicable from time to time in the manner prescribed by law.
- 5.5. Unless otherwise agreed by us in writing, the Training Fees shall be paid in full at least 15 working days before the Training Course start date. Any Additional Fees shall be paid in full within 30 days from the date of our invoice.
- 5.6. If any Training Fees are not paid on their due date we reserve the right, without prejudice to any other right or remedy that we may have under these terms and conditions or at law, to:-
  - a) refuse the Delegate's attendance at the Training Course; and/or
  - b) allocate the place to another delegate; and/or
  - c) charge you interest at the rate of four percent (4%) above the base rate of Lloyds TSB Bank plc from time to time in force and to recover any and all costs incurred by us in collecting any monies due. Interest shall accrue on a daily basis until payment is made and whether before or after any judgement.

## 6. Confidentiality

- 6.1. Each party undertakes to keep confidential all documentation or information which the other has provided to it (however recorded, preserved or disclosed) and which either by its nature is or is expressed to be confidential (including but without limitation information regarding its business, customers, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets) (**Confidential Information**). You agree, if so requested by us, to enter into a separate confidentiality agreement with us.
- 6.2. This clause shall survive termination of the Contract for any reason.

## 7. Limitation of Liability

- 7.1. We warrant to you that:
- a) the Training will be performed with reasonable skill and care in accordance with the standards that would be expected of a similar business with similar experience in providing such services; and
  - b) we will not infringe the intellectual property rights of any third party in performing the Training or in providing you with the Training Materials.
- 7.2. If, during the Term we receive written notice from you of any breach by us of the warranties contained in clause 7.1 above, we shall, at own option and expense:-
- a) remedy that breach within a reasonable period following receipt of such notice, or
  - b) terminate the Contract immediately on written notice to you and repay to the you the sum of the Training Fees which you have paid to us under the Contract for such part of the Training which has not been properly performed.
- 7.3. You shall provide all information reasonably necessary to enable us to comply with our obligations under clause 7.2. Clause 7.2 sets out your sole remedy and our entire liability for breach of clause 7.1.
- 7.4. Our liability for our cancellation of a Training Course shall be limited as set out in clause 12.2.
- 7.5. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.
- 7.6. You agree that, in entering into the Contract, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these terms and conditions or (if you did rely on any representations, whether written or oral, not expressly set out in these terms and conditions) that you shall have no remedy in respect of such representations and (in either case) that we shall have no liability otherwise than pursuant to the express terms of these terms and conditions.
- 7.7. Our liability to you in respect of all claims arising out of or in connection with the Contract, the Training or the Training Materials (whether for breach of contract, negligence or any other tort, under statute or otherwise) is limited to the amount of the Training Fees paid by you under the Contract for the Delegate(s) to which the claim relates.
- 7.8. Subject to clause 7.8 neither party will be liable to the other for:-
- a) any loss (whether direct or indirect) of profits, revenue, business, goodwill or business opportunity;
  - b) any loss (whether direct or indirect) of data;
  - c) any indirect, special or consequential loss or damage;
  - d) any travel or accommodation costs or related expenses incurred by any Delegate at any time.

7.9. Nothing will limit a party's liability for (a) death or personal injury caused by its negligence (b) for fraud or fraudulent misrepresentation or (c) for any matter for which it would be illegal to exclude, or attempt to exclude, liability.

## 8. Force Majeure

8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, epidemic, lock outs, strikes or other labour disputes, civil commotion or national emergency, illness or death of the trainer presenting the Training Course. (**Force Majeure Event**).

8.2. Our performance under the Contract 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 under the Contract may be performed despite the Force Majeure Event.

## 9. Intellectual Property Rights

9.1. Any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents (including but without limitation the Training Material), information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites (**IPR**) in our documentation, information, data, software or inventions (**Our Material**) shall remain vested in us or our relevant licensors.

9.2. You acknowledge and agree that you shall not acquire or claim any title to any IPR in Our Material (and in particular the Training Materials) by virtue of the rights granted to you under the Contract; and to the extent that any rights in any of Our Material may vest in you by operation of law, you hereby assign such rights to us.

9.3. The Training Materials shall be used solely for the purpose of the Delegate understanding how to use the Product to which the Training relates.

9.4. Without limiting the generality of the foregoing, the Training Materials may not be copied or reproduced in any other way, translated, held in storage for retrieval or transmitted without our permission given in writing.

## 10. Substitutions, Deferring or Transfer of Training Courses by you

10.1. You may substitute a Delegate at no additional charge provided that you give us at least 24 hours advance notice in writing together with the new Delegate details. It is your responsibility to ensure that the substitute Delegate has the pre-requisite level of experience and knowledge referred to at clause 3.1.

10.2. You must give us notice in writing of any request for a deferment of a Delegate's attendance at a Training Course or for a transfer of a Delegate's attendance to another Training Course (**Change**).

10.3. We reserve the right in our sole discretion to charge you, in addition to the Training Fees, an administration fee for each and every Change as set out in the table below.

No. of days notice given of Change before start date of Training Course	Admin fees payable
10 working days or more	None
9 working days or less	25% of the standard Training Fees for that Training Course

10.4. Delegates can transfer or defer their place only once. The transferred or deferred place must be taken up within 3 months of the original Training Course start date (or on the next equivalent course if that is later). If the Delegate does not take up this place, or transfer it to a colleague within that time, we will not refund any Training Fees paid or payable by you for that Delegate and you will be liable for the full amount of the Training Fees for that Delegates place on the Training Course.

## 11. Cancellation of Training Courses by you

11.1. You must give us notice in writing of any request for cancellation.

11.2. Where you cancel a Delegate's place within 20 working days prior to the start of the Training Course we may charge you a cancellation charge for every cancellation as set out in the table below.

No. of days notice given before start date of Training Course	Cancellation charge payable
20 working days or more	None
11 – 19 working days	50% of the standard Training Fees for that Training Course
Less than 11 working days	100% of the standard Training Fees for that Training Course

11.3. You are advised, where possible, to rather defer the place or transfer it in accordance with clause 10 above.

## 12. Termination

12.1. Each party shall have the right, without prejudice to its other rights and remedies, to terminate the Contract immediately by written notice to the other if the other:

- a) is in material breach of any term of these terms and conditions and such breach is either incapable of remedy or is capable of remedy but the party in breach has failed to remedy it within thirty (30) days of receipt of a notice from the party not in breach requiring it to do so; or
- b) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or becomes insolvent or bankrupt or enters into any kind of voluntary arrangement (whether individual or corporate) with its creditors (other than for the purpose of a bona fide reconstruction or amalgamation of the solvent party) or has an administration order made against it or commences to be wound up (otherwise than for the purposes of a bona fide reconstruction or amalgamation) or has a receiver appointed over all or any part of its undertaking or assets or undergoes any analogous event in any applicable jurisdiction or terminates or suspends its business activities.

12.2. We reserve the right to cancel or postpone any Training Course on at least 5 working days notice if the Training Course is, in our sole opinion, under subscribed. We may also need to cancel the Training Course for other reasons, but such cancellations are very rare. In the event of a cancellation by us under this clause 12.2 our sole liability to you shall be to offer you (at our sole discretion):-

- a) a transfer to another date when that Training Course is scheduled (if that Training Course is being repeated on another day or has been rescheduled);
  - b) a full credit note towards an alternative Training Course; or
  - c) a full refund of the Training Fees you paid for that Delegate for that Training Course.
- 12.3. Termination of a Contract by whatever means shall not affect any rights, obligations or liabilities of either party which have accrued before termination and/or which are intended to continue to have effect beyond termination.
- 12.4. Upon termination of the Contract (except where it is necessary to retain the same to exercise any rights granted under that Contract or by law which is intended to survive termination of the Contract):-
- a) each party shall promptly return to the other the Confidential Information owned by the other and destroy any electronic copies of the same; and
  - b) (with the exception of Training Materials which have paid for) you shall, at our request either return all Our Material to us or destroy all Our Material, held electronically or otherwise, and if destroyed, provide a certificate stating that it has been so destroyed.

### **13. Written Communications**

- 13.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

### **14. Miscellaneous**

- 14.1. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.
- 14.2. All notices given by you to us must be given to us in writing at the address shown in clause 1 or to [finance@dottedeyes.com](mailto:finance@dottedeyes.com). We may give notice to you at either the email or postal address you provide to us when placing an Order. Notice will be deemed received and properly 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case an e-mail, that such e-mail was sent to the specified email address of the addressee and that no error message indicating failure to deliver has been received by the sender and provided further that within 24 hours of transmission a hard copy of the email is sent by post to the intended recipient.
- 14.3. The Contract constitutes the entire agreement between the parties relating to the provision of the Training Services and supersedes any prior agreements, arrangements or undertakings made by the parties in relation to the same. No terms or conditions endorsed upon, delivered with or contained in any purchase order or other document of yours shall form any part of the Contract.
- 14.4. You shall not assign, transfer or sub-contract or deal in any other manner with the Contract without our prior written consent.
- 14.5. You shall not during the Term and for the period of six (6) months thereafter employ, solicit or initiate or engage in discussions with the intent of soliciting, employing or otherwise engaging with any person who is or was an officer, employee or consultant of ours during this period.
- 14.6. The failure of either party at any time to enforce any provision of the Contract shall in no way affect its rights thereafter to require complete performance by the other party,



nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any sub provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

- 14.7. If any part of the Contract is found to be invalid or unenforceable by a court having jurisdiction over the matter, the invalid or unenforceable part of the provision shall be removed and shall not affect the validity of the rest of it.
- 14.8. Any amendment to the Contract must be in writing and signed by a duly authorised representative from each party.
- 14.9. The Contract shall be governed by and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.