

Booking form

1	Course title	Delegate name	
	Course date	Location	Price
2	Course title	Delegate name	
	Course date	Location	Price
3	Course title	Delegate name	
	Course date	Location	Price
4	Course title	Delegate name	
	Course date	Location	Price
	<input type="checkbox"/> We require a closed course or on-site training for the above delegates		Total £
			(excluding VAT)

Booking contact details

Dr/Mr/Mrs/Miss/Ms etc.	Surname	First name(s)
Job title	Department	
Company/organisation	<input type="checkbox"/> Reseller	<input type="checkbox"/> End user
Address		
		Postcode
Telephone	Fax	Email

Special requirements - dietary etc.

Method of payment

I enclose the course fee of _____ (excluding VAT)

Cheques must be in £ sterling and drawn on a UK bank. Cheques should be made payable to Digital Network Services (UK) Limited.

Please invoice my company £ _____ (excluding VAT) quoting Purchase Order number

Invoice address (if different from above)

Postcode

Credit card payment:

Type of card (Mastercard, Maestro, JCB, Solo, Visa, Switch, Delta, Electron,)

Name on card

Card number

Start date - expiry date

Security number

House No

Post code

I have read and agree to Digital Network Services (UK) Limited terms and conditions overleaf.

Authorised signature

Name

Terms and Conditions

Training Services

Contract means the Booking Form, the original Purchase Order and these Terms and Conditions

Customer means any individual or company who purchases or attends training given by or on behalf of Us and shall include Resellers

Delegate means any individual who is to attend a training course given by or on behalf of Us, and is either the Customer or is nominated by the Customer

Delegate Administration means all course administration including but not limited to booking, payment and other administration necessary for the provision of the services by Us

Us/We/Our means Digital Network Services (UK) Limited, Nidderdale House, Beckwith Knowle, Harrogate, HG3 1SA, (fax: 0870 251 1001)

Reseller means any company purchasing training given by or on behalf of Us for resale to a Customer. These Terms and Conditions shall apply to the Reseller as if they were a Customer unless otherwise provided at Clause 4.

1. Services Covered

1.1 These Terms and Conditions cover standard, customised and/or tailored courses provided by Us or on Our behalf at Our training centres or at other locations and Delegate Administration at Our training centres. (The Customer is responsible for administration at their own sites.)

1.2 Additional services/conditions are only valid if agreed by Us in writing.

2. Booking Courses

2.1 The completed Booking Form and original Purchase Order should be sent by fax or post to Digital Network Services (UK) Limited, First Floor, 1 Threadneedle Street, London EC2R 8AW (fax: 020 7573 5126). Following Our receipt of these completed documents We will acknowledge receipt, issue joining instructions and re-issue these Terms and Conditions (the "Registration Pack").

2.2 When We send the Registration Pack the Contract is accepted and shall become binding. No contract shall be created until We post the Registration Pack and We may withdraw any invitation made to the Customer at any time prior to the creation of the Contract.

3. Payment Terms

3.1 We shall issue an invoice following Our acceptance of the Contract.

3.2 Full payment is due from the Customer 4 weeks before the start date of the course. Where a Customer buys a course bundle, full payment is due no less than 4 weeks before the start date of the first course in the bundle. Should the start date of the course fall within 4 weeks of the date of the Booking Form, payment is due within 7 days of the invoice date or in any event prior to the course start date.

3.3 The Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 after as well as before judgement.

3.4. Where Cash with Order terms have been agreed, accepted payment methods are: cheque, credit card or bank transfer. Information about the intended payment method should accompany the Booking form. Upon receipt of payment, a tax Invoice will then be issued to you.

3.5. Where payment has not been received in line with the agreed terms on your account, we reserve the right to remove a delegate from a course or reject the delegate from course they are about to attend.

4. Resellers: this Clause 4 shall apply to Resellers only

4.1 The Reseller shall be responsible for Delegate Administration and shall provide Us with all necessary details. We do not accept responsibility for errors made by the Reseller in Delegate Administration.

4.2 We shall issue an invoice on the course start date and full payment is due 30 days following the invoice date.

4.3 The Reseller shall indemnify Us against any losses incurred by Us arising out of the Reseller's act, omission, or default in relation to any cancellation.

5. Course Fees

5.1 Fees include tuition, training materials, dedicated technical environment, lunch and drinks, depending on the course description.

5.2 We shall not be responsible for any travel, accommodation or other expenses. We cannot take responsibility for hotel quality.

5.3 Advertised fees exclude VAT at the current rates the payment of which will be the Customer's responsibility.

6. Cancellation & Rescheduling

6.1 Full refunds will be given for cancellations made by the Customer where We receive written notice at least 10 working days prior to course start date. The full course fee will be forfeited if cancellation is received 9 working days or less prior to the course start date. Cancellation refers to a specific course date. A transfer to a later course may be treated as a cancellation.

Customers who book courses through a Reseller should make any changes to their booking via the Reseller.

6.2 If the course is at a Customer's site, any costs incurred due to rescheduling will be charged in full regardless of any notice given prior to the course start date.

6.3 Instead of rescheduling a course, the Customer may exchange a Delegate without additional cost as long as the exchanged Delegate meets the course pre-requisites.

6.4 All course placements must be completed within 6 months of Purchase Order date.

6.5 We reserve the right to cancel a course but will try to minimise disruption if in Our discretion it is practical.

6.6 We may offer a Delegate who is cancelled from a course, attendance on the next scheduled occurrence of that course and which has an available space but shall not be obliged to do so. Where the parties are unable to agree a rescheduled date, the course fees shall be refunded. We will notify the Customer of cancellation 10 days prior to the course start date or, otherwise as soon as reasonably possible.

7. Delegate Preparation

7.1 Customers shall inform Delegates of course pre-requisites and materials in preparation for the course.

7.2 Customers shall ensure that Delegates act reasonably on the course and abide by all security and safety measures at the training location. We may remove a Delegate from a course where they behave unreasonably. If the incident causes Us financial loss, the Customer shall ensure that the Delegate's company indemnifies Us.

8. Limitations and Exclusions

8.1 Nothing shall limit Our liability for death, personal injury or fraudulent misrepresentation. Our liability for damage to the Customer's property caused by Our negligence shall not exceed one million pounds.

8.2 Subject to Clause 8.1, Our liability for all claims made by the Customer shall not exceed the fee paid for the services under the relevant Purchase Order, however that liability arises (including without limitation breach of contract, tort, misrepresentation or breach of statutory duty).

8.3 Under no circumstances shall We be liable in contract tort or otherwise for any claim, damage, loss or costs in respect of: any direct loss of profit; or any direct loss of savings; or any indirect or consequential loss or damage howsoever caused including without limitation; any loss of profit; loss of anticipated savings; loss of business, goodwill or reputation; and/or any wasted expenditure. The above categories of loss are intended to be severable.

8.4 Without prejudice to this Clause 8, We will not be responsible for virus damage caused by unauthorised copying of files. We will take reasonable steps to safeguard property at Customer sites. However, the Customer is ultimately responsible for such property.

9. General

9.1 Both parties shall comply with the Data Protection Act 1998. The Customer shall maintain appropriate security measures and use personal data received from Us only in accordance with Our instructions.

9.2 The Customer agrees that all intellectual property, including copyright and trade marks relating to the course materials remain the sole property of Us or Our third party licensors. Copying of course materials is not allowed unless agreed in writing by Us.

9.3 This Contract shall be governed by the laws of England and both parties submit to the exclusive jurisdiction of the English courts.

9.4 If any of the provisions of the Contract are found to be unenforceable the remaining provisions shall not be affected.9.5 Except as expressly stated no rights enforceable by a third party are created and no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 (the "Act"). This does not affect any right or remedy of a third party which exists apart from the Act.

9.6 Each party is independent and nothing shall make either Party the agent of the other Party.

10. Our Pledge:

10.1 Any Delegate not satisfied with training can re-take the course free of charge provided that:

(a) Delegates must advise trainer either during or immediately after the course, provide feedback on the course critique sheet and request a free course re-take.

(b) Free course re-take is only applicable to the same Delegate attending the same course within 3 months of the original course date. Dates are subject to availability.

(c) Delegates are required to bring their original course materials for use during the course re-take. January 2007. Terms and conditions may be subject to change.