

Terms and conditions

1 DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

“Client” means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly, through an agent or factor who is acting for or instructed by the Client or whose actions are ratified by such person, firm or company. “Closed Company Service” means a training course run solely for the Delegates of the Client.

“Company” means Versim SA, address: 10 Jasielska Street, 60-476 Poznań; registered in the National Court Registry, KRS number 0000396258; Regon number 300074874; tax identification number PL7792261859

“Contract” means this contract, which is between the Company and the Client and under which the Services are to be supplied by the Company to the Client.

“Training Material” means the manuals, documents, data and other material in any form supplied by the Company to the Client or used in the delivery of Services or in the execution thereof.

“Delegate” means the person booked by the Client to attend a course. “Open Service” means a training course made available to all clients.

“Services” means the provision of instructor led training courses delivered by the Company.

“Transfer Invoice” means an invoice submitted by the Company to the Client in respect of training Services requested by the Client in substitution for training Services originally requested by the Client and in respect of which a Course Invoice has been rendered.

“Working Day” means every day of the week excluding Saturday, Sunday and Bank Holidays.

2 GENERAL

2.1 All orders placed on the Company are subject to these express terms and conditions only.

2.2 Any concessions made or latitude allowed by the Company to the Client shall not affect the rights of the Company under the Contract. If in any particular case any of these Conditions shall be held to be invalid by a court the remaining Conditions in this Contract shall continue in full force and effect.

3 OBLIGATION TO PROVIDE SERVICES

3.1 All orders placed by the Client with the Company for Services shall constitute an offer to the Company under these terms and conditions subject to acceptance of the order for Services by the

Company's authorised representative. A quotation for Services shall not constitute an acceptance by the Company.

3.2 The Company's web site, training schedules, catalogues, brochures, leaflets or correspondence and information contained therein are not binding on the Company and reasonable variations may be made to the Services provided by the Company without notice and such variations shall be accepted as complying with the Contract.

3.3 At its sole discretion and without liability, the Company reserves the right at any time to add or remove course titles from its range of Services.

3.4 The Company reserves the right to provide such Services at a venue or venues other than the Company's premises and as so determined by The Company and to provide training personnel of its own choice.

3.5 The Company reserves the right to cancel, change or reschedule any Services provided by the Company at such notice as the Company deems reasonable in all the circumstances. In cases of emergency such notice may be given at very short notice.

3.6 Prior to the provision of Services the Company shall issue a list of pre-requisites, compliance of which will form part of these terms and conditions and which the Client hereby agrees to adhere to. Should the Client or the Client's Delegates fail to comply with these pre-requisites the Company reserves the right to refuse or curtail any Services provided by the Company. There will be no refund of training days under this circumstance.

4 TERMS OF PAYMENT

4.1 The price quoted by the Company for the Services is the fee applicable at the time of quotation. This fee may be varied by the Company at any time prior to the provision of Services. Any such variation to the quoted price will be notified by the Company in writing to the Client.

4.2 The sums due to the Company under the Contract shall be due in full in accordance with the terms of the Contract and the Client shall not be entitled to exercise any set-off, lien or any other right or claim.

4.3 Vendor certifications will not be processed until the Course Invoice has been paid in full.

4.4. Invoice payments will be made by a credit card or a bank transfer.

4.5. Payments by credit cards will be made through the generated link sent by the Company.

5 CANCELLATION

5.1 The Contract may be terminated within 14-days without giving any reasons. In case of termination of the Contract, the Company returns the Client the advance funds forthwith, no later than within 14 days from receiving the Client's termination of the Contract

5.2 If a Delegate withdraws from a Service once that Service has commenced or does not attend the first day of the Service, then the Client shall pay the full value of the Course Invoice to the Company and at the Company's discretion may not rejoin the Service.

5.3 With the Company's written permission, the Client may substitute Delegates at any time prior to Service commencement and subject to the new Delegate complying with the pre-requisites for the Services as notified by the Company to the Client.

6 CONDITIONS AND WARRANTIES RELATING TO SERVICES

6.1 The Company warrants and undertakes to provide the Services with reasonable care and skill.

6.2 The above warranty is the Company's only warranty relating to the Services and no other warranty or condition, terms or undertakings, statutory or otherwise, express or implied, will apply. This provision is not intended to restrict or limit either Parties statutory obligations for damages for death or personal injury resulting from negligence.

6.3. In case of discrepancy between services given and the Contract, the Client has the right to make a complaint. A complaint should be sent either in a written way or e-mail to the following address: atp@versim.pl. In the event of complaint the Client should send us the following details: name, surname, address, details of the contract (e.g.: date and name of training); the reason of a complaint, the client demand and contact details.

6.4 The complaint should be sent within 24 hours after the service has been given. Lack of making an official complaint within that period will be understood as the approval of the service execution according to a contract.

6.5. The complaint will be verified by the Company within 14 days of receiving them. The Company decision concerning the complaint will be handed over to the Client to the e-mail address or correspondence address pointed in a complaint.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The client hereby acknowledges and agrees that all intellectual property rights in all Training Materials used in the preparation or delivery of the Service or for any matter arising out of this

agreement shall for all purposes vest in the Company or its third party licensors and shall remain vested as such at all times.

7.2 No title or ownership of any such intellectual property rights or Training material, including any media produced by the Company arising out of or during the provision of Services is transferred to the Client under any circumstances.

7.3 Without exception, Training Materials may not be reproduced or transmitted, in whole or in part, in any form, or by any means, electronically or mechanically, including photocopying, recording or any information storage or retrieval system without the prior written permission of the Company.

7.4 Training Materials are provided subject to the condition that they shall not, by way of trade or otherwise, be lent, resold, hired out, or otherwise circulated without the prior written permission of the Company. Any unauthorised use, duplication or lending of Training Materials without the prior written consent of The Company, save for as required under applicable law is prohibited.

8 General Data Protection Regulation (GDPR) The Client agrees that the Company may make such enquiries and searches and obtain such references as it considers necessary from any person, firm or company including any credit reference agency (which will keep a record of any search made) and may disclose the results of those enquiries, searches and references and any information given by the Client (“relevant information”) to any credit reference agency or to any other company in any corporate group of which it is a member, to any company or business associated with it and to any person, firm or company acting on the Company’s behalf for any purpose connected with the Company’s business. The Company will at all times comply with GDPR .