

TERMS AND CONDITIONS

Although care has been taken to ensure the accuracy and truthfulness of information contained in this site, Ubi-Tech (3R) Limited plc is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information in this Site is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied. In no event, will Ubi-Tech (3R) Limited plc, its related partnerships, agents or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in this Site or for any consequential, special or similar damages.

Neither this site nor any content on or accessed through this site shall be considered a substitute for the independent investigations and the sound technical and business judgment of the user of this site. You should consult with a professional advisor familiar with your particular situation for advice or service concerning specific matters.

GUARANTEE OF QUALITY

Our Guarantee of Quality provides our customers with the opportunity to attend the course of their choice. If a customer sends us a written notice of dissatisfaction with a course within 60 days of the course, the customer will have the option of retaking the course at no charge or applying prepaid tuition fees against another course attendance; should either of these options prove inconvenient to the customer then Ubi-Tech (3R) Limited will do their utmost to endeavour to deliver agreed remedial training to the customer by the application of appropriate technology.

COPYRIGHT/INTELLECTUAL PROPERTY:

All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided or made available in connection with our courses remain the sole property of Ubi-Tech (3R) Limited. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of Ubi-Tech (3R) Limited.

GENERAL

Ubi-Tech (3R) Ltd reserve the right to change the delivery structure of the course as necessary to reflect the changing technology profile required to deliver a high-level qualification in a rapidly developing and

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evolving subject area. Ubi-Tech undertake to ensure that the course content for all courses delivered is maintained at the highest level of technical awareness needed for the achievement of a level 7 qualification. Any subject material removed from the published course content will be replaced by elements of greater relevance or pertinence and will always be delivered to the required standard or higher.

Ubi-tech (3R) Ltd reserve the right to substitute subject matter experts deployed in tutorials when the published SME's are unavailable for any reason. We will ensure that any replacement SME is qualified to the same level or better to ensure quality of delivery is maintained.

Ubi-tech (3R) Ltd reserves the right to alter the delivery order as deemed necessary. This may be done to suit the individual needs of a course or to achieve a more logical and systemic flow to the course. Changes to the order of tuition will only be reflected into the course material if they are consistently adopted for a period of three months or more.

These terms and conditions set out above represent a complete statement of the agreement between the parties and supersede all prior discussions, correspondence and representations. Our brochures and advertisements are for information purposes only and are not intended to form any agreement between Ubi-Tech (3R) Limited and the recipient. These terms and conditions are subject to change without notice and changes will apply to any enrolment/course order received after the date of the change. These terms and conditions may not be varied except in a written agreement signed by an officer of Ubi-Tech (3R) Limited. Ubi-Tech (3R) Limited's acceptance of a purchase order containing different terms and conditions does not modify or supersede these terms and conditions. This agreement shall be governed by and interpreted in accordance with English Law.

APPLICABILITY

The Purchaser contracts with Ubi-Tech (3R) Limited. ("Ubi-Tech (3R) Limited") on its own behalf and on behalf of persons (delegates) who are enrolled by the Purchaser on Ubi-Tech (3R) Limited. Courses including courses on Ubi-Tech (3R) Limited provided premises (facilities and seminars), on Purchaser provided premises (onsite courses) or who receive packaged courses ordered on their behalf by the Purchaser. These terms and conditions supersede and replace any previous agreements, proposals or representations made between the Purchaser and Ubi-Tech (3R) Limited for the provision of Facilities and seminars, Onsite courses and packaged courses. These terms and conditions shall prevail notwithstanding any terms and conditions contained in any order submitted by the Purchaser. Any variation must be agreed in writing by Ubi-Tech (3R) Limited. The Waiver by Ubi-Tech (3R) Limited of any breach of any term of this Agreement shall not prevent the Subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

AUTHORISATION

The Purchaser hereby certifies that all Delegates are employed directly by, or are under contract to, the Purchaser and undertakes to bring these terms and conditions to the attention of Delegates.

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CONFIDENTIALITY AND COPYRIGHT

The Purchaser and Delegates will not:

(a) Disclose or provide or make available to any person other than the Purchaser or Ubi-Tech (3R) Limited, or remove from Ubi-Tech (3R) Limited's premises any Ubi-Tech (3R) Limited program materials or copies thereof acquired as a result of receiving Ubi-Tech (3R) Limited services without Ubi-Tech (3R) Limited's prior consent.

(b) Copy in whole or in part of any program materials acquired as a result of receiving Ubi-Tech (3R) Limited's services except under the supervision of or in accordance with the instructions of Ubi-Tech (3R) Limited's personnel. Program materials consist of the basic material and their related optional materials for Ubi-Tech (3R) Limited program products, Ubi-Tech (3R) Limited's special programs and other Ubi-Tech (3R) Limited licensed programs. NOTE: Ubi-Tech (3R) Limited materials and courses are provided for the exclusive use of the Purchaser and Delegates. All rights in such materials and courses are reserved. The recording, copying, loan, unauthorised hire, public showing or broadcasting of such materials and courses are prohibited.

INDEMNITY

(a) Ubi-Tech (3R) Limited will indemnify the Purchaser and Delegates against direct injury or death caused by defects in any Ubi-Tech (3R) Limited's products or by the negligence of its employees.

START DATE/DELIVERY

(a) Onsite Training and Facilities and Seminars will commence on the date specified by Ubi-Tech (3R) Limited in the confirmation of acceptance issued to the Purchaser. Packaged Courses will be delivered to the Purchaser as soon as reasonably practicable. Ubi-Tech (3R) Limited shall not be liable for any costs or damages suffered by the Purchaser or Delegates as a result of any delays in delivery of Packaged Courses or the cancellation or postponement of either Onsite Courses or Facilities and Seminars.

SCHEDULING CLASSES

We will specify the dates of public scheduled classes. We may cancel any scheduled class on notice. If we cancel a class for which you have prepaid, we will give the Purchaser priority in re-booking to a different scheduled class or in the event of all attempts to re-schedule failing, we will refund the price you paid.

ASSIGNMENT

The Purchaser will not assign the benefit of this Agreement without obtaining the prior written consent of Ubi-Tech (3R) Limited.

PROPER LAW

The proper law governing this agreement shall be English and the forum for settling any disputes under this Agreement shall be the English courts.

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