

TERMS AND CONDITIONS

1. General Provisions and Scope of Performance

All virtual training services will be offered as knowledge-based training. NCS shall appoint an external trainer to conduct all booked virtual training sessions with fully qualified trainers. NCS or the external training provider reserves the right to make a change in content, further develop or update the content of the courses without prior announcement. The scope of performance for virtual learning shall include the provision of the ordered training modules via the request of the clients on behalf of their candidates for use by the client or its candidates.

2. Contract

The contract comes into immediate effect upon any corporate or individual clients once payments of deposit of training is received. The terms of payment and non-refundable policy come into immediate effect upon corporate clients' initiation of e-training or face to face virtual booking for their candidate via NCS. For individual candidates, the terms of payment and non-refund policy come into effect upon depositing of e-learning or face to face virtual training. This contract is solely to providing training and nothing more.

3. Terms of Payment

Candidates shall agree to pay all training fees before the certificate is offered of virtual training and be aware this training session is solely and only to provide knowledge-based training, including any e-learning training selected, which must be paid beforehand. Individual clients must pay for all training upon selecting and booking the external trainer for virtual or face to face sessions.

4. Data Protection

NCS will protect all data provided by corporate and individual clients as per the Data Protection Act (1998). The client expressly agrees to the collection and processing of data provided to us for its internal use. The client warrants they are authorized to provide the data for this purpose. We will not disclose information to third parties.

5. Restrictions of Use and Copyrights

All issued training materials and the provided software are protected under copyright law and may not be changed or electronically processed for any reason other than for necessary back-up purposes or disclosed to individuals other than the client or the candidate or used for any purposes other than those agreed under the terms of contract.

6. Confidentiality

10.1 The terms and conditions of this agreement are deemed confidential, as is the exchange of all forms of information between us and corporate client.

10.2 Any information given to the corporate client by the Company about a candidate will be considered confidential and is not to be divulged to any third party for any purpose other than that for which it had first been provided.

10.3 Both Parties hereby declare not to use, copy or reproduce any confidential material except as is reasonably necessary for performing its obligations or conducting business under or in connection with these Terms of Business.

10.4 Where either Party is required by law to disclose such confidential information then such Party should consult and inform the other Party.

10.5 The client will accept full liability and will indemnify the other Party against any loss or damage, sustained or incurred, as a result of any breach of confidentiality.

10.6 Any document created during the provision of our services and any intellectual property rights related thereto shall remain the property of the Company.

7. Liability & Severability

11.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct or indirect or consequential) which may be suffered or incurred by the Client or Candidates arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction/re-introduction to, or Engagement of, any Candidate by the Client or from the failure of the Company to introduce any Candidate due to the Candidate failure of completing training and failure of receiving any employment. This contract is solely to do with training purposes.

11.2 Neither Party shall do anything or permit anything to be done, through any act or omission, that would cause the other Party to incur any liability under the Data Protection Laws.

11.3 Each Party shall hold harmless and indemnify and keep indemnified the other Party from and against all data protection losses (including but not limited to, regulatory fines and penalties) suffered or incurred by, awarded against or agreed to be paid by the relevant Party, arising from or in connection with any breach by the relevant Party (or any agent, employee or sub-contractor of the relevant Party carrying out processing of personal data) of these Terms of Business and/or the Data Protection Laws.

11.4 If any term or provision in this Agreement (or any part of such Agreement or provision) shall be held by any court or tribunal of competent jurisdiction to be unenforceable, under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed severable and not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

8. Refund Policy

Face-to-face or virtual training - There is a no refund policy for candidates who do not attend booked face-to-face or virtual training. A name change is accepted up to the day before the booked face to face or virtual session. Online training – There is a no refund policy for online training after the seven-day cooling off period stated above.

Signed:

Print name:

Date: