

**Definitions:**

**Public Scheduled Course** shall mean any Unisys Education Services scheduled course advertised to Unisys Clients for general enrolment, subject to Delegate course prerequisites.

**Client Dedicated Course** shall mean courses that have either been designed (in whole or in part) or are to be presented at a particular time or venue to meet a specific Client requirement as specified in the relevant Statement of Work or Order.

**Course** shall mean either or both of a Public Scheduled Course or a Client Dedicated Course.

**Course Description** shall mean the description of a specific Course issued from time-to-time by Unisys Education Services or as published by them on the Education Web Site.

**Course Prerequisites** shall mean the prerequisites for Delegates attending a specific Course as specified in the relevant Course Description.

**Delegate(s)** shall mean a named individual for whom Unisys Education Services has issued the Client with a firm Course reservation.

**Education Services** shall mean any education services other than the provision of Courses and shall encompass such work as Training Needs Analysis or Course Development Work as defined in the relevant Statement of Work or Order.

**Course Reservations (Public Scheduled Courses):**

Unisys can only accept a firm Course reservation following receipt of the Client's "written" order for a named Delegate to attend a specific Course. Course reservations can be made using the Education Web Site at [www.unisys.nl/es](http://www.unisys.nl/es).

Delegates are responsible for reviewing the Course Description to ensure that the Course selected will satisfy their learning objectives and that the Delegate will meet the Course Prerequisites specified therein. Course Descriptions are available from Unisys Education Services upon request or may be accessed from the Education Web Site at [www.unisys.nl/es](http://www.unisys.nl/es).

Provisional Course reservations may be made by either email or telephone.

Course reservations remain provisional until Unisys Education has issued the Client a replying letter of confirmation, including Course joining instructions.

Delegates who do not fulfil the Course Prerequisites or who, in the view of the instructor, are not keeping pace or are having an adverse affect on other Delegates may be asked to leave the Course.

**Cancellation/Transfer and Substitution Policy:**

Unisys reserves the right to cancel any provisional Course reservations or Education Services if written confirmation from Client is not received a minimum of 15 days of the Course/Education Service start date.

A delegate may transfer from a Course to the next scheduled run of the same Course up to 15 days prior to the start date without incurring cancellation charges.

In the event of a cancellation being made by the Client, the following charge will be made:

Greater than 15 working days:	No Charge
15 working days or less:	50% of the course or service cost
10 working days or less:	100% of the course or service cost

Unisys reserves the right to cancel a Course with less than 3 registered Delegates. In normal circumstances Unisys will give a minimum of 15 day's cancellation notice. In such an event, Delegates will be invited to transfer to the next scheduled iteration of the same Course.

A Delegate due to attend a course may be substituted in person by another up to 2 days prior to the Course start date without incurring administration charges. Substitutions after 2 days prior to the Course start date will be subject to an administration charge of 15% of the charge for the Course.

**Unisys Course Warranties**

**Public Scheduled Courses:** Unisys will use all reasonable endeavours to run any advertised Public Scheduled Course on the scheduled date in accordance with its Course Description.

**Client Dedicated Courses:** Unisys will use all reasonable endeavours to run a Client Dedicated Course either at the client site or at the Unisys Education Centre according to the defining Statement of Work or Order.

**Education Services:**

Unisys will use all reasonable endeavours to provide Education Services in accordance with the Statement of Works or Order.

Except as expressly stated in these Unisys Education Services Terms and Conditions, no conditions, warranties, representations, terms and undertakings, express or implied by operation of law, statute, custom or otherwise are given in respect of the Courses and/or Education Services and, so far as is lawful, the same are hereby excluded. Unisys disclaims any implied warranties of satisfactory quality and fitness for a particular purpose. Unisys warranties extend solely to the Client.

**Provision of Training or Services:**

Unisys courses are delivered by suitably qualified and experienced Unisys personnel or appointed agents acting on behalf of Unisys.

Unisys reserves the right to substitute an Instructor or Education Consultant without notice.

Unisys works with a number of associate training organisations. Courses or Services promoted by, but not owned or managed by, Unisys will be identified to the Client.

**Administration:**

Courses at the Unisys Education Centre are non-residential. Hotel reservations remain the responsibility of the Client.

**Payment:**

Unisys will invoice Client for services upon completion of Course or Education Services as they are performed fortnightly in arrears, unless otherwise agreed and documented at the time of confirmation. Client shall pay within 30 days of invoice date. Where a disputed payment exists (i.e. a payment which is erroneous, miscalculated or misapplied) Client will not withhold payment of the part or parts of the invoice comprising the non-disputed payment. In the UK the amounts payable under this agreement are exclusive of Value Added Tax. With respect to Client dedicated courses Client shall reimburse Unisys for all reasonable travelling, subsistence and out of pocket expenses properly incurred in providing the services. If Unisys training or service delivery are delayed by Client or its agents or subcontractors, then Client shall reimburse Unisys for the "waiting" time of its Instructors / Education Consultants and any resultant additional costs.

**Liability:**

In no event (including negligence or negligent misstatement) will Unisys be liable for (a) any incidental, indirect, special or consequential damages, including, but not limited to, loss of revenues, profits or savings or diminution of Client's business; (b) claims, demands or actions against the Client by any person; (c) any loss or claim arising out of or in connection with Client's implementation of any conclusions or recommendations contained in reports provided to Client; (d) loss of or damage to Client data from any cause; or (e) any claims, demands, or losses relating to or arising out of use of third party products or services not supplied by Unisys. Unisys entire liability and Client's exclusive remedy for any other damages, whether arising in contract or tort (including negligence or negligent misstatement), will with the exception of death or injury resulting from its or its agents or subcontractors negligence, shall not exceed the charges paid to Unisys under this Agreement or £10,000 whichever is the greater. Notwithstanding any Unisys recommendation, referral or introduction, Client will independently investigate and test non Unisys products and services and will have sole responsibility for determining suitability for use of non Unisys products and services. Unisys has no liability with respect to claims relating to or arising from use of non-Unisys products and services.

**Dispute Resolution:**

The parties shall attempt to resolve in good faith all disputes under the Agreement. Any dispute, which remains unresolved for a period of 30 days, shall in the first instance be escalated to senior representatives for resolution. In the event that a dispute remains unresolved following a further period of 30 days the dispute shall be referred to the Institute of IT Training (UK) or the Stichting Geschillenoplossing Automatisering (the Netherlands). Before starting legal proceedings, the aggrieved party shall give the other party written notice describing the claim and amount as to which it intends action and the prior effort it has made to resolve the dispute. The parties may agree to vary the above procedure at any time during the course of a dispute. The above procedure shall not apply to claims relating to breach of confidentiality or intellectual property rights, which either party may bring to the court having jurisdiction over such dispute.

**Proprietary Notice:**

"Proprietary Information" means software, documentation, and any information confidential to Unisys, its licensors or the Client. Each party will keep in confidence and protect the other's Proprietary Information from disclosure to third parties and restrict its use during training courses.

The information contained in Unisys courseware is proprietary to the Unisys Corporation and protected by copyright law. Neither the documents, nor the information within them, are to be reproduced outside the Unisys Corporation, without written permission from Unisys Education Services.

Unisys Education Services operates a policy of continuous improvement and reserves the right to update or modify the content and format of courses and therefore information contained herein is subject to change without notice. Revisions may be issued to advise of such changes and/or additions.

For enquires and reservations please contact Unisys Education Services (for contact information please visit the Education Web Site at [www.unisys.nl/es](http://www.unisys.nl/es)).