

BA Cyber Management Alliance Private Limited

Training & Consultancy Terms & Conditions

This Agreement applies to the provision of training and consultancy services by **BA CYBER MANAGEMENT ALLIANCE PRIVATE LIMITED, Level 1, Building No. 10, Tower A, CyberHub, Phase II, DLF Cyber City, Gurgaon, Haryana, India, 122002** (The Corporate Identity Number of the company is U74900HR2018PTC074173. The Permanent Account Number (PAN) of the company is AAHCB8381K*, GST Number: 06AAHCB8381K1Z9.

This Agreement is made on the date set out below the signature on behalf of the Delegate below ("**Effective Date**") subject to the terms and conditions below and the details listed in the Order Form.

OPERATIVE CLAUSES:

Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

"Delegate" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;

"Company" means BA Cyber Management Alliance Private Limited ,

"Agreement" means this service level agreement

"Confidential Information" means the Database, Documentation and any other information which is designated either in writing or orally as "confidential", is disclosed in circumstances which are confidential or is by its nature confidential, and which is obtained under or in connection with this Agreement;

"Documentation" means any instruction manuals, and other information associated with the Software training which may be provided by BA Cyber Management Alliance Private Limited to the Company.

1 Confidentiality

1.1 No Confidential Information disclosed by one party ("**Disclosing Party**") to the other party ("**Recipient Party**") under this Agreement may be disclosed by the Recipient Party to any person except:

(a) employees, agents or subcontractors of the Recipient Party requiring the Confidential Information for the purposes of this Agreement;

(b) with the prior written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;

(c) if the Recipient Party is required to do so by law; or

(d) if the Recipient Party is required to do so in connection with legal proceedings relating to this Agreement.

1.2 No Confidential Information of the Disclosing Party may be used by the Recipient Party for any purpose other than the performance of the Recipient Party's obligations or the exercise of the Recipient Party's rights under this Agreement.

1.3 Any party disclosing information under clause 1.1 or 1.2 must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 1.1 (a)

1.4 The Recipient Party must return to the Disclosing Party all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 1.1(a) or 1.1(b) if requested to do so by the Disclosing Party.

1.5 The delegate acknowledges that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to BA Cyber Management Alliance Private Limited , that rights in the Training Materials and the Documentation are licensed (not sold) to the delegate, and that the delegate has no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this agreement.

1.6 The provisions of this clause will survive the expiry or earlier termination of this agreement (for whatever reason).

2 **Limitation of Liability**

- 2.1 Nothing in this Agreement excludes or restricts the liability of either party to the other for any personal injury or death resulting from the negligent act of one party, its employees, agents or subcontractors or the liability for any fraudulent misrepresentation by a party.
- 2.2 The company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the delegate arising from or in any way connected with the company. For the avoidance of doubt, the company does not limit or exclude liability for death or personal injury arising from its own negligence.
- 2.3 The delegate shall indemnify and keep indemnified the company against any costs, claims or liabilities incurred by the company arising out of any non-compliance and/or as a result of any breach of these terms of business by the delegate.
- 2.4 Subject to the provisions of clause 2.1, the liability of BA Cyber Management Alliance Private Limited to the company for direct damage to the physical property of the Delegate resulting from the negligence of BA Cyber Management Alliance Private Limited, its employees, agents or subcontractors shall be limited for any one incident or series of incidents to the sum of £1,000.
- 2.5 Subject to the provisions of clause 2.1, in no circumstances shall BA Cyber Management Alliance Private Limited be liable to the Delegate whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of loss of profits, revenue, goodwill, business opportunity, corruption or loss of or cost of restoration of data or for use of any results obtained by use of the training methods or any other indirect, consequential, financial or economic loss or damage costs or expenses whatsoever or howsoever arising out of or in connection with this agreement or the provision of the support services.
- 2.6 BA Cyber Management Alliance Private Limited does not accept responsibility for anyone acting as a result of information or views expressed on its training courses including course material. Opinions expressed are those of individual trainers and not necessarily those of BA Cyber Management Alliance Private Limited.

3 **General**

- 3.1 The failure or delay of Company to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 3.2 No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.
- 3.3 BA Cyber Management Alliance Private Limited shall be entitled to assign and subcontract this Agreement or any of its rights or obligations hereunder in whole or in part at any time without notice to the Delegate.
- 3.4 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 3.5 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post or sent by email (such notice to be confirmed by letter posted within 12 hours) to the address of the Delegate set out in this Agreement and the address of the Delegate or sent by e-mail to the email address of the other party (or such other address or email address as may have been notified). Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by e-mail - at 9.00 am on the next business day after the email was dispatched.
- 3.6 Prices and specifications of Training and Services are correct at the time of publication on our website or other relevant literature but are subject to change without notice.
- 3.7 GST at the rate (currently 18%) is chargeable on all fees for courses held in the India, regardless of the country of residence of the course participant. Where courses are held in other EU countries, VAT will be charged as required by the country concerned.
- 3.8 This Agreement shall be governed by and construed in accordance with English law

and each party hereby irrevocably submits to the non exclusive jurisdiction of the English Courts.

4 Delegate's obligations

4.1 The Delegate undertakes to provide BA Cyber Management Alliance Private Limited promptly with any information which BA Cyber Management Alliance Private Limited may reasonably require from time to time to enable BA Cyber Management Alliance Private Limited to comply with its obligations under this Agreement without undue delay or impediment. This will include Names and Email addresses of all the attendees for each course.

4.2 The Delegate shall:

- (a) accept that it is their responsibility that the course booked is suitable for the requirements and abilities of the delegates attending.
- (b) Registrants on qualification courses should note that successful completion of such courses requires participants to sit and successfully pass the examination.
- (c) **In-House training** course programs can produce significant savings where a client has a number of participants wishing to attend public training courses Fees for these courses will be provided on request. There is a maximum delegate requirement to 20 delegates or a minimum charge equivalent to having 5 delegates.

5 The training venue. audio and visual equipment.
All meals and refreshments during the course.
Travel and accommodation for the trainer(s) and, when required, observers.
The cost of transport by courier of equipment and materials to and from the venue.
Volunteers for administration and feedback practice

6 Duration and termination

6.1 This Agreement commences on the Effective Date and continues through unless terminated under clause 5.2 or 5.3.

6.2 This Agreement may be terminated:

- (a) Under the Consumer Protection (Distance Selling) Regulations 2000 the participant has a right to cancel this contract by written notice to BA Cyber Management Alliance Private Limited within 48 hours of transferring the funds. .
- (b) by BA Cyber Management Alliance Private Ltd by giving at least 20 days' prior written notice to the delegate
- (c) The delegate may transfer their registration for one course to another course up to 30 working days after to the original booking date and no later than 14 days prior to the course start date. Once a delegate has transferred no refunds can be made for the cancellation of either course. Only one transfer by any delegate may be made. Participant substitutions can be accepted, without additional charge.
- (d) If you cancel a Training Course: - all cancellations must be made no later than 48 hours after the transfer of funds and must be at least 30 days before the start of relevant Training Course. We will only accept cancellations that are made in writing. If a delegate fails to attend a Training Course, or a cancellation is sought within the 30 working days prior to the start of such course

6.3 Unless written cancellation is received at least 30 working days before the date of a course, the fees including VAT are payable in full and non-refundable.