

**General Terms & Conditions - Training**

If a separate agreement is signed between ESRI IRELAND and the Customer in relation to the provision of Training Services that agreement shall apply instead of these General Terms.

**1.0 Definitions and Interpretation**

1.1 In these General Terms and Conditions, the following expressions shall have the meanings set opposite them, unless the context otherwise requires:

“**Agreement**” means these General Terms and Conditions, any accepted Registration Form and any document which is supplemental hereto or which is collateral herewith or which is entered into pursuant to or in accordance with the terms hereof ;

“**Attendees**” mean the person nominated by Customer as identified in the Registration Form;

“**Course(s)**” means such of the ESRI Ireland training courses described in the then current **ESRI Ireland Training Schedule** as are specified on the current course outline(s) or under course details on the ESRI Ireland website;

“**Course Fee**” means the charges set out in the then current ESRI Ireland Training Schedule payable by the Customer to ESRI Ireland for the Course(s);

“**Customer**” means the customer so named in the Registration Form;

“**Registration Form**” means the ESRI Ireland registration form which is expressed to be subject to these General Terms and Conditions and which relates to participation by Attendees on ESRI Ireland’s training Course(s);

“**ESRI Ireland**” means the ESRI Ireland so named in the Registration Form.

1.2 The headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 If a Customer comprises of more than one person or entity, all obligations of such Customer shall be joint and several as regards such persons and entities.

1.4 Reference to the singular includes the plural and vice versa and reference to a gender includes the other genders unless the context requires otherwise.

**2.0 Registration**

2.1 A Registration Form constitutes an offer by Customer to participate on the Course(s) specified in such Registration Form. Such offer shall not be deemed to be accepted by ESRI Ireland unless and until ESRI Ireland expressly confirms acceptance in writing.

2.2 These General Terms and Conditions shall apply to the Agreement to the exclusion of any other terms and conditions on which any purchase order is placed or purported to be placed by Customer.

2.3 No variation to the Registration Form or these General Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of ESRI Ireland and Customer. For the avoidance of doubt, no variation to the Registration Form agreed via telephone shall be binding unless confirmed in writing to Customer by ESRI Ireland.

**3.0 Price and Payment**

3.1 The Course Fee is exclusive of any Value Added Tax.

3.2 The Course Fee includes standard documentation appropriate to the relevant Course and unless delivered on Customer’s premises or otherwise specified in the ESRI Ireland Training Schedule also includes light refreshments and buffet-style lunch.

3.3 For Course(s) delivered at Customer’s premises, ESRI Ireland’s

reasonable expenses shall be chargeable at cost in addition to the specified Course Fee.

3.4 The time period scheduled for each Course allows for meal and refreshment breaks, questions on aspects of the Course content, however should the Course content be completed within the allocated time period resulting in an early finish, no adjustment will be made by ESRI Ireland to the Course Fee.

3.5 Unless otherwise agreed in writing between the parties, Customer shall pay the Course Fee:

a) fourteen (14) calendar days prior to the relevant Course(s) commencement date or;

b) if the relevant course commencement date is within fourteen (14) days of first Registration, the course fee is due immediately.

**4.0 Cancellation and Transfer**

4.1 ESRI Ireland reserves the right to cancel or re-arrange any allocated dates for Course(s) at any time and for any reason. If a Course is not rearranged by ESRI Ireland in agreement with Customer, ESRI Ireland shall provide Customer with a full refund of the relevant Course Fee paid by the Customer for the cancelled Course.

4.2 Customer may with ESRI Ireland’s agreement at no additional charge substitute an alternative Attendee.

4.3 Customer may transfer a nominated Attendee to another scheduled date for the relevant Course provided that ESRI Ireland’s agreement is obtained in writing at least ten (10) business days or such shorter period as ESRI Ireland may accept in advance of the scheduled Course commencement date.

4.4 Customer may cancel its registration for any Course by providing ESRI Ireland with a minimum of ten (10) business days’ written notice. If Customer’s notice for such cancellation is less than the minimum of ten (10) business days, the full Course Fee for such Course shall remain chargeable.

**5.0 Duties of Customer**

5.1 Customer is responsible for advance notification to ESRI Ireland (within the related section of the Registration Form) of any special requirements relating to the Attendees. ESRI Ireland will endeavour to accommodate such notified needs if it is considered both reasonable and practical to do so.

5.2 Customer shall ensure that Attendees shall have adequate competence, knowledge and skill to interpret and benefit from the Course(s) provided by ESRI Ireland.

5.3 ESRI Ireland reserves the right to exclude any Attendee from any Course due to such Attendee’s disorderly conduct or failure to fulfill the prerequisites as published by ESRI Ireland or otherwise notified to Customer. The relevant Course Fee shall remain chargeable to Customer in such circumstances.

5.4 In relation to Course(s) to be delivered by ESRI Ireland on Customer’s premises, Customer is responsible for ensuring that all reasonable and necessary facilities (including but not limited to the adequate provision of suitable accommodation, hardware, software and other reasonable requirements pre-notified by ESRI Ireland) are fulfilled and maintained throughout the duration of each Course.

**6.0 Travel and Accommodation**

6.1 Customer is responsible for all travel arrangements, accommodation requirements and other costs incurred by

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Attendees relating to attendance at ESRI Ireland’s Course(s).

- 6.2 ESRI Ireland shall have no responsibility for any non-refundable costs arising under Clause 6.1 and resulting from Course(s) scheduling changes or cancellations howsoever arising.

**7.0 Warranties and Liability**

- 7.1 ESRI Ireland will use reasonable endeavours to ensure that the Course(s) provided are dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.
- 7.2 In relation to the provision of Course(s) by ESRI Ireland to Customer and subject to Clauses 7.4 and 7.5, ESRI Ireland’s total liability in contract, tort or otherwise shall not exceed 110% of the Course Fee paid by Customer for the Course in respect of which the claim is made.
- 7.3 Customer shall indemnify and hold harmless ESRI Ireland, its officers, directors, agents and employees, from and against all claims, actions, demands, losses, costs, expenses (including, without limitation, all legal fees and disbursements), damages, liabilities and lawsuits arising from any breach of Customer’s obligations under this Agreement.
- 7.4 Notwithstanding any other provision of this Agreement, ESRI Ireland does not accept liability for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under this Agreement in delivering the Course(s).
- 7.5 Neither party excludes or seeks to limit its liability in respect of death or personal injury.
- 7.6 All conditions and warranties not expressly set forth in this Agreement and whether expressed or implied are excluded to the fullest extent permissible by law.

**8.0 Intellectual Property Rights**

- 8.1 The copyright in and all other intellectual property rights relating to the Course(s) software, data and documentation employed by ESRI Ireland and any related materials (“Course Materials”) provided to Customer hereunder by ESRI Ireland are owned exclusively by and hereby reserved to ESRI Ireland and/or its party licensors. ESRI Ireland hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable licence to use such Course Materials solely for the purpose of receiving the Course(s).
- 8.2 Under no circumstances may the whole or any part of the Course Materials be produced or copied in any form or by any means or translated into another language by Customer without the prior written permission of ESRI Ireland.
- 8.3 Customer shall not delete, amend, alter or deface any confidentiality or proprietary notices on the Course Materials.
- 8.4 The Customer shall and shall ensure that Attendees shall keep confidential the Course Materials and comply fully with all use restrictions notified to Customer by ESRI Ireland in relation to Course Materials.

**9.0 General**

- 9.1 ESRI Ireland reserves the right to amend the content of any Course(s) without notice to Customer when, in the opinion of the ESRI Ireland, such amendment does not fundamentally change the content of such Course(s).
- 9.2 Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, failure of a network(s), flood,

drought, lightning or fire, strike, lockout, or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), environmental hazards, acts of terrorism, acts or omissions of Government, highway authorities or other circumstances beyond the control of the parties.

- 9.3 Any notice required or permitted to be given by either party to the other under these General Terms and Conditions shall be in writing and sent by facsimile transmission or delivered by hand or sent by first class post and addressed:
  - 9.3.1 If to ESRI Ireland at the address stated in the Registration Form (to the attention of the Training Department);
  - 9.3.2 If to the Customer at the address given in the Registration Form or such other address as may have been notified pursuant to this Clause 9.3 to the party giving the notice and shall be deemed received on actual receipt by hand or three (3) business days after posting or next business day after transmission if sent by facsimile.
- 9.4 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected thereby. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability or to achieve an alternative provision acceptable to both parties.
- 9.5 Neither party has relied on any representation or warranty except as expressly set out in this Agreement and ESRI Ireland and Customer hereby agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute in relation to this Agreement.
- 9.6 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Ireland.
- 9.7 Save for the interests of ESRI Ireland’s third party licensor(s) in relation to their respective elements of Course Materials, nothing in this Agreement is intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it.