

SAP EDUCATION

VIRTUAL LIVE CLASSROOM TERMS & CONDITIONS



Definitions and Interpretation

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

"Agreement" Means this agreement for the supply of the Virtual Live Classroom events 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.

"Conditions" Means the terms and conditions set out in this Agreement.

"Course(s)" Means any of the SAP Virtual Live Classroom events described in the then current SAP Training Catalogue and specified in the Order.

"Customer" Means the person so described in the Order.

"Order" Means the SAP registration form, to which these terms and conditions are attached or which is expressed to be subject to these terms and conditions, for participation on SAP Virtual Live Classroom events when completed by Customer and submitted to SAP. For these purposes, such form(s) shall be considered to have been completed by Customer and submitted to SAP whether

- (i) completed by hand and submitted personally, by post or facsimile;
- (ii) completed and submitted electronically via Internet or other means; or
- (iii) completed by SAP pursuant to telephone instructions from the Customer.

"SAP" Means SAP (UK) Limited of
Clockhouse Place,
Bedfont Road,
Feltham,
Middx,
TW14 8HD

1.2 The headings are for convenience only and shall not affect their interpretation.

1.3 All obligations on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural.

2 Basis of Order

2.1 AN ORDER CONSTITUTES AN OFFER BY CUSTOMER TO PARTICIPATE ON THE COURSE(S) SPECIFIED IN THE ORDER SUBJECT TO THESE CONDITIONS. SUCH OFFER SHALL NOT BE DEEMED TO BE ACCEPTED BY SAP UNLESS SAP EXPRESSLY CONFIRMS ITS ACCEPTANCE (RATHER THAN AN ACKNOWLEDGMENT OF RECEIPT OF ORDER) IN WRITING TO THE CUSTOMER.

2.2 THESE CONDITIONS SHALL APPLY TO THE AGREEMENT TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS ON WHICH THE ORDER IS MADE OR PURPORTED TO BE MADE BY THE CUSTOMER.

2.3 NO VARIATION TO THE ORDER OR THESE CONDITIONS SHALL BE BINDING UNLESS AGREED IN WRITING BETWEEN THE AUTHORISED REPRESENTATIVES OF SAP AND THE CUSTOMER. FOR THE AVOIDANCE OF DOUBT, IT IS CONFIRMED THAT NO VARIATION TO THE ORDER OR THESE CONDITIONS AGREED VIA TELEPHONE SHALL BE BINDING UNLESS CONFIRMED BY SAP IN WRITING BY SAP AND NOT DISPUTED BY CUSTOMER WITHIN 7 DAYS OF THE DATE OF SUCH CONFIRMATION.

3 Registration and Dates

- 3.1 Customer shall ensure that the Order is delivered to SAP at least one week before the date of any Virtual Live Classroom event.
- 3.2 SAP shall be entitled to refuse the provision of any Virtual Live Classroom event where
- (a) such event is fully booked;
 - (b) bookings on such event are fewer than the minimum number required to make it viable for SAP.
 - (c) booking on such event is received after the registration cutoff date.

In that case, SAP shall advise Customer as soon as practicable, offering Customer a suitable alternative date or course, as appropriate. Where no suitable alternative date/course can be found SAP shall return to Customer any payment it has made for the Virtual Live Classroom event(s).

- 3.3 Customer shall ensure that all technical checks documented are completed prior to Course commencement date, as detailed in clause 7.5.

4 Price and Payment

- 4.1 The price of the Virtual Live Classroom event(s) shall be as stated in the then current SAP Training Catalogue and the Order and unless otherwise so stated is exclusive of any Value Added Tax, which shall be payable in addition at the rate then prevailing. SAP reserves the right in addition to pass on any charges
- (a) relating to returned cheques credit or charge card charge backs; and
 - (b) for any handling fees incurred by SAP in relation to bookings made by credit or charge card.
- SAP will notify Customer of the relevant charges prior to issue of a confirmation invoice.
- 4.2 The price of the Virtual Live Classroom event(s) shall include the cost of Course documentation.
- 4.3 Provided that the Course material has been covered there will be no refund of the price of the Virtual Live Classroom event, either in whole or in part, should the Course finish earlier than originally scheduled.
- 4.4 Customer shall pay the amount due at least 21 days prior to the commencement of the Course(s) specified in the order, or on placing the order if placed less than 21 days prior to the commencement of the course(s).

If payment is by credit card, Customer shall pay the amount due at least 14 days prior to the Commencement if the Course(s) specified in the order, or on placing the order if placed less than 14 days prior to the commencement of the course(s).

5 Cancellation

- 5.1 SAP reserves the right to cancel any Course(s) for any reason and SAP shall inform Customer of such cancellation and offer Customer suitable alternative dates or a full refund of the price paid for the Course(s).
- 5.2 Customer may cancel its registration for any Course by written notice provided that
- (a) no charge shall be made where notice of cancellation is received by SAP at least 14 days prior to the date of the Course;
 - (b) 50% of the price shall be charged where notice of the cancellation is received by SAP between 7 and 14 days prior to the date of the Course;
 - (c) the full price of the Course shall be charged where either no notice of cancellation is received or less than 7 days prior notice is given.

6 Duties of Customer

- 6.1 Customer shall observe SAP's rules of participation provided in the then Current SAP Training Schedule or as advised to Customer from time to time.
- 6.2 SAP reserves the right to exclude Customer from attending any Course due to disorderly conduct, failure to observe any of SAP's rules of participation or failure to attend the prerequisite class or classes for a particular Course. No refund of fees shall be paid to Customer in such circumstances.
- 6.3 Customer shall ensure that all course attendees fulfil any and all of the course prerequisites as communicated by SAP. SAP reserves the right to exclude any Customer who does not fulfil such prerequisites. No refund of fees shall be paid to Customer in such circumstances.

7 Warranties and Liability

- 7.1 Whilst every effort is made by SAP to ensure that the Course instructors are appropriately qualified and trained, SAP does not accept liability for any loss, cost or expense or for any special or indirect or consequential damages arising from negligence, misconduct or lack of skill in delivering the Course(s).
- 7.2 Without prejudice to the provisions of Clause 7.1, SAP's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Course(s).
- 7.3 Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.
- 7.4 Save as expressly set forth in this Agreement all conditions and warranties express or implied are to the extent permissible in law excluded.
- 7.5 In the case of the Course being delivered remotely using the customer's network infrastructure and the Citrix Secure Gateway to access SAP's standard training systems located at an SAP site, it is the responsibility of the customer to ensure that adequate testing is carried out on customer's network infrastructure prior to delivery of the Course. For the avoidance of doubt, if any changes are made to the customer network infrastructure between the time of testing and the time of delivery of the Course, customer shall be solely responsible for any resulting adverse effects on Course delivery. Customer also acknowledges that the Citrix Secure Gateway is an internet based connection method and as such SAP cannot be held liable for issues with routing, network usage, speed of connection, proxy server failure or any other issues arising from or within the customer network or public webspace.

8 Intellectual Property Rights

The copyright in and all other intellectual property rights relating to the Course documentation provided to Customer are solely owned by and hereby reserved to SAP. Under no circumstances may the whole or any part of the Course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of SAP.

9 General Matters

- 9.1 SAP reserves the right to amend the content of any course without notice to customer where, at the sole discretion of SAP, such amendment is deemed not to fundamentally change the content of such course
- 9.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing and sent by facsimile transmission or delivered by hand or sent by first class post and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or 3 days after posting or within 24 hours of transmission if sent by facsimile.
- 9.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

- 9.4 This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement and SAP and the Customer hereby agrees to submit to the exclusive jurisdiction of the English Courts in respect of any dispute in relation to this Agreement.
- 9.5 This Agreement shall be governed by and interpreted in accordance with the laws of England.