

## Website use Terms and Conditions

These terms and conditions apply to the use of the <https://fircotraining.accuity.com/ehome/200198859> website (the “Website”). By using this Website, you accept these terms and conditions (the Terms and Conditions). These Terms and Conditions may change at any time and it is your responsibility to check these regularly before using or ordering anything from the Website. If you do not agree with the Conditions set out below, you should not use or access the Website. If you have any queries related to our Conditions, please Contact us before using the website or placing an order.

### General Information

The Website is published by **Accuity**, which stands for Reed Business Information Ltd and its licensors, notably Fircosoft SAS and Accuity Inc..

### Booking

Online training can be booked via the registration forms available on Website. When you submit a booking, your submission represents an offer to ACCUIITY to book you or your applicants onto the course you selected, and you are entering into a binding agreement.

When booking training, we require you to provide us with certain information about yourself or the applicants, if different. In doing this, you agree and warrant that you will:

- ☐ provide true, accurate, UpToDate and complete information as prompted by the Registration form
- ☐ when relevant, ensure that you are authorized to use the credit card for the transaction
- ☐ maintain and promptly update the data we hold
- ☐ agree that your email and personal data can be used as a means of communication for the purposes hereof.

Once you have submitted the booking form, you (booker) will receive a confirmation of your booking request. Once ACCUIITY receives confirmation of payment, ACCUIITY will confirm your registration and require you to fill in and send to: [fircotraining@accuity.com](mailto:fircotraining@accuity.com) a summary sheet with names and email addresses of the participants.

For Online Training, within 5 business days upon receipt of this summary table, we will provide each participant (whose registration has been confirmed per above) with login credentials and the hyperlink to the Online training platform, where candidates can take the Online training courses and examination.

For Face to Face training, we will confirm the Training Event dates within 5 business days upon receipt of this summary table above.

Termination: Accuity reserves the right to terminate our agreement and suspend or terminate your access to the Website or when relevant, to the Online Training platform, immediately and without notice if:

- ☐ You fail to make payment to us when due
- ☐ You breach any of our Terms and Conditions
- ☐ When requested by us to do so, you fail to provide within a reasonable timeframe sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity, or
- ☐ We suspect you have engaged, or are about to engage, or have way of being involved in fraudulent or illegal activity on the Website

### Cancellation Policy

Please note that non-attendance to a Training Event or to the Online Training (within the allocated timeframe) will be deemed to be a cancellation. No refund will be granted.

All requests for cancellation must be made by email as soon as possible to: [events.registration@rbi.co.uk](mailto:events.registration@rbi.co.uk).

1) Online Training cancellation: You may cancel one or more registrations to the Online Training at any time, but no refund will be given. That being said, we may accept a substitute at no extra cost provided the participant has not yet accessed the Online training platform and we have been notified accordingly by email at [fircotraining@accuity.com](mailto:fircotraining@accuity.com) within 5 business days after payment has been received.

2) Training Event cancellation: You may cancel one or more registrations to the Training Event at any time. If cancellation occurs at the latest 31 days before the Training Event start date, we will at your option either accept a substitute at no extra cost, either provide you with a refund 75% of the applicable fee. Please note in case of non-attendance to a given Training Event we will not permit the transfer of attendees' places from one Training Event to another.

At all events, ACCUITY reserves the right to perform further checks before accepting a substitute. It is agreed that the substituted attendee may not reside in a prohibited country or otherwise prohibited in accordance with any of the sanction regimes of the European Union, United Kingdom, United Nations or United States of America's regulatory authorities or any other applicable local regional sanctions.

### **Training Events Specific Terms and Conditions**

You are responsible to advise us whether the attendee has any special dietary or access requirements.

You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided.

You are responsible to advise us if a visa invitation letter is required.

In the event a visa application is declined, we will refund the attendee fee paid less an administration fee of £200 (or currency equivalent) if the following two requirements are met:

- We receive notification of the visa decline by email no later than 4 working days prior to Training Event start date and
- The email provides satisfactory evidence of the visa refusal (e.g. copy of Embassy written refusal)

If the above requirements are not met, we will be unable to issue a refund. However, we will send you the link and provide you with access rights to the Training Event presentations shortly after conclusion of the Training Event.

**Training Event Insurance:** It is attendees' responsibility to take out appropriate insurance to cover travel and other activities related to the Training Event. We accept no responsibility for travel, accommodation or other expenses incurred as a consequence of cancellation or postponement of the Training Event. We accept no liability for any other loss, including incidental or consequential loss, in excess of the amount paid for the Booking.

**Hotel Bookings:** It is attendees' responsibility to book accommodation as required at the Training Event venue and to pay for such accommodation in accordance with the venue's terms and conditions.

**Attendees' Liabilities:** You hereby accept liability for all your acts or omissions at the Training Event venue and undertake to indemnify us and keep us indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against us or incurred or become payable by them arising there from or in respect thereof including any legal costs and expenses and any compensation costs and disbursements paid by us on the advice of Counsel to compromise or settle any such claims.

**Cancellation by us:** We reserve the right to cancel the Training Event within 4 weeks before the confirmed start date if we do not have a minimum of 4 registrations fully confirmed by Accuity. If we cancel the Training Event

for any reason, we will make a full refund of any booking fees paid but we will not refund nor be responsible for travel, accommodation or other expenses incurred as a consequence of cancellation or postponement of the Training Event. If we have to alter the date or location of the Training Event this booking will be transferred to the revised start date and these Terms and Conditions shall apply to the new Training Event occurring at the revised start date.

Security and behavior: Training Events may only be attended by existing customers and partners of Accuity, holding a current license for the FIRCO solutions. Anyone attending the Training Event must not be involved in any activity which may disrupt the Training Event. Such activity may include participating in demonstrations, objectionable behavior or wearing offensive apparel.

ACCUITY reserves the right to remove any applicant from a training course whose behavior is deemed inappropriate by ACCUITY or its trainers. In these circumstances, ACCUITY will neither refund any fees nor reimburse any other costs.

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### **Indemnity**

You agree fully to indemnify, defend and hold us, our officers, directors, employees agents and suppliers, harmless immediately on demand from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your account and/or your personal information.

### **Liability**

We do not except liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications, location and descriptions of listed goods, products and services. We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the website, information contained on the website or for any products or services purchased herein.

We shall have no liability to you for any delay in the delivery of services or products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labor disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

Whilst Accuity endeavors to ensure its responses are accurate, timely and correct, Accuity, its officers and employees cannot accept any responsibility or liability (whether express or implied, contractual, tortuous or otherwise) for any errors, omissions or inaccuracies in the responses. This also applies to any third parties that the Accuity may seek advice from.

We will not be liable for the accuracy, correctness or timeliness of any response to questions raised via the Website.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products or services and the Website.

We will not be liable, in contract, tort (including without limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Terms and Conditions for:

- Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- Any loss of goodwill or reputation; or
- Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the terms and Conditions
- Website content

### **IP Ownership**

The copyright in this Website belongs to Accuity and or its licensors. Any unauthorised use by you of any trademarks, copyright materials or any other information contained on the Website will constitute a breach of these Terms and Conditions and an infringement of intellectual property rights.

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The information contained on the Website is for general guidance only. You should neither act, nor refrain from action, on the basis of any such information. When you lawfully or with our consent copy, print or quote from any of this Website or materials, you must do so fairly and give due accreditation to us, our suppliers and this Website. Except as we expressly permit, you must not in any way modify any materials on or obtained from this Website. Any rights not expressly granted in these terms or otherwise are reserved. Where *Intellectual Property Rights* means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type.

### **Third party information**

Part of this Website may contain material submitted by third parties. Accuity will not be responsible for any error, omission or inaccuracy in the material submitted by third parties and reserves the right to omit, suspend or change the position of any material submitted. Any arrangements made between you and any third party named on this Website are at your sole risk and responsibility. We cannot be held responsible for material displayed on third party websites or any other written material. Accuity cannot be held responsible for the validity of any of the links and it is your responsibility to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

### **Law**

These Terms and Conditions shall be governed by and construed in accordance with relevant United Kingdom law and you irrevocably submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.

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## **Accuity and International Trade Restrictions**

Accuity operates in areas of political and commercial sensitivity. Consequently, we have a duty to demonstrate adherence to the sanctions regimes of the UN, US and EU regulatory authorities.

Accuity will therefore engage in a screening process of prospects, customers and users of our products and services on a regular basis. If a potential or actual customer or attendee / candidate is either located in an embargoed country or fails our screening, Accuity will not provide products or services to that potential customer or attendee / candidate. Additionally, we do not permit a customer or attendee / candidate to allow access to Accuity products or services in an embargoed country.

If a customer or attendee/ candidate that was previously not sanctioned becomes sanctioned and is detected as part of our regular screening process, we will discontinue services to that customer or attendee / candidate. Where a non-sanctioned customer purchases for services to be accessed in a number of locations and it is disclosed that this includes any location in an embargoed country we will not provide access to customer employees at that location and will terminate any such access that we discover.

Accuity may terminate the relevant registration or any relevant contract with any customer that demonstrably does not comply with this policy.

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