

TERMS OF SERVICE



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Definitions

“Access Period” means the agreed period of time (the number of days or months) when Products and Services will be available for use Online.

“Contract” means the commercial agreement between ITSM Assist and the Purchaser.

“Delivery” means Products and services are delivered to a location (address) or person agreed between ITSM Assist and the Purchaser.

“Direct Supplier” means those third-party providers (approved by ITSM Assist) whose Products and Services (deemed as customer-facing) are provided by the Direct Supplier on behalf of ITSM Assist and used by the Purchaser and/or representatives of the Purchaser (deemed as Users) accordingly.

“ITSM Assist” means ITSM Assist Limited, the seller and provider of Products and Services (Company Registration: 07618216) and whose registered offices is Fannies Chartered Accountants, 4-6 Swaby's Yard, Walkergate, Beverley, East Riding of Yorkshire. United HU17 9BZ England.

“Online” means those Products and Services which can be accessed/used over the internet.

“Portal Account” means the gateway which ITSM Assist provide to the Purchaser so that the Purchaser can access/use Products and Services Online.

“Products” means materials or technology components such as software and hardware components which ITSM Assist supply in accordance with these terms and conditions. Products can also be provided as services (e.g. Product as a Service), see Service.

“Purchaser” means the person (or company) whose order for Products and Services has been accepted by ITSM Assist.

“Seats” means places that Students occupy. Seats relate the number of Students able to access Products and Services Online at any one time.

“Service” means actions such as activities ITSM Assist carry out on behalf of the Purchaser to provide value and facilitate outcomes in accordance with these terms and conditions.

“Student” means an identified person who is permitted to access Products and Services with the permission of the Purchaser and ITSM Assist Limited.

“User” means a representative of the “Purchaser” who is permitted by the Purchaser and ITSM Assist to use the Products and Services whether in the capacity of a Student, an administrator, authoriser or otherwise.

“VAT” means the current rate of value added tax (VAT) within the United Kingdom (UK). Such tax in some countries is known as goods and services tax (GST). The current UK rate of VAT will also apply to Purchasers outside the UK.

“Visitor” means an unidentified person who visits ITSM Assist's website or contacts ITSM Assist for further information or to obtain a quotation etc.

Terms and Conditions of Sale

1. Applicable Conditions

- 1.1 ITSM Assist shall sell and the Purchaser shall purchase Products and/or Services in accordance with prices published on the ITSM Assist website or written quotation from ITSM Assist which is accepted by the Purchaser.
- 1.2 No variation to these conditions shall be binding unless agreed in writing between the ITSM Assist and the Purchaser.
- 1.3 ITSM Assist shall be under no liability, nor shall the Purchaser be entitled to any remedy, by reason of the provisions of the Misrepresentations Act 1967 except to the extent (if any) that the Court or any Arbitrator may deem such liability as fair and reasonable in the circumstances of the case.
- 1.4 Any advice or recommendation given by ITSM Assist or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of Products and Services which is not confirmed in writing by ITSM Assist is followed or acted upon entirely at the Purchaser's own risk accordingly, ITSM Assist shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by ITSM Assist shall be subject to correction without any liability on the part of ITSM Assist.

2. Price

- 2.1 The price of Products and Services shall be those published on the ITSM Assist website or quoted price provided by ITSM Assist in writing. Quoted prices will be open and valid for 30-days from the date of when the quotation was submitted.
- 2.2 All prices published or quoted are subject to the current United Kingdom (UK) rate of value added tax (VAT). VAT also applies to any Purchaser residing outside the UK.

3. Orders, Payments and Specifications

- 3.1 Unless otherwise agreed in writing between ITSM Assist and the Purchaser, Products and/or Services will not be released until payment in full (including VAT) has been received by ITSM Assist.
- 3.2 If ITSM Assist and the Purchaser have agreed in writing alternative payment terms, ITSM Assist reserves the right (where applicable) to postpone, cancel or withdraw Products and/or Services in the event the Purchaser fails to adhere to the payment terms agreed.
- 3.3 The quantity, quality and description of and any specification for Products and Services shall be those set out as published by ITSM Assist or as provided in ITSM Assist's quotation (if accepted by the Purchaser) or the Purchaser's order (if accepted by the ITSM Assist).
- 3.4 ITSM Assist reserves the right to make any changes in the specification of Products and Services which are required to conform with any applicable statutory or EC requirements or where Products and Services are subject to new revisions and/or improvement updates.
- 3.5 Subject to any special terms agreed in writing between the Purchaser and ITSM Assist, ITSM Assist shall be entitled to invoice the Purchaser for the price of the Products and/or Services plus VAT on or at any time after Products and/or Services are made available Online or Delivered.
- 3.6 The Purchaser shall not be entitled to make any deduction from the price.

4. Access to Products and Services Online/Delivery Online

- 4.1 The first day when Products and Services are available Online to the Purchaser will be deemed as the first day of the agreed Access Period, regardless of whether the Purchaser or respective Users have actively accessed (used) the Products and Services or not. The only exception to this would be where it is evident that the Purchaser or respective Users are unable to access (use) the Products and Services due to events where ITSM Assist or a Direct Supplier encounters technical failures thus preventing the Purchaser or respective Users from accessing Products and Services Online accordingly. However, ITSM Assist cannot be responsible for technical failures encountered by the Purchaser or respective Users that subsequently prevent the Purchaser or respective Users from accessing the Products and Services Online.
- 4.2 Products and Services assigned with 30-days Access Period will expire on the 31st day following the first day when Products and Services have been made available Online. Products and Services assigned with 90-days Access Period will expire on the 91st day following the first day when Products and Services have been made available Online. Products and Services assigned with 12-months Access Period will expire on the anniversary (12-months) following the first day when Products and Services have been made available Online.

Delivery

- 4.3 Where Products are Delivered by a courier on behalf of ITSM Assist the risk will pass to the Purchaser when the Products have been so Delivered. Where Products are to be collected by the Purchaser's courier from a location (address) agreed between ITSM Assist and the Purchaser, the risk will pass to the Purchaser when the Products have been collected from that location.
- 4.4 Where Products and Services are to be Delivered directly by ITSM Assist (e.g. onsite services) in instalments, each Delivery shall constitute a separate Contract and failure by ITSM Assist to Deliver any one or more of the instalments in accordance with these conditions or any claim by the Purchaser in respect of any one or more instalments, shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

Sharing e-Courses (Products and Services)

- 4.5 e-Courses (Product as a Service) can be shared with as many Students as the Purchaser wishes within the agreed Access Period however, the number of Seats purchased by the Purchaser will determine the number of Students permitted to access e-Courses at any one time.
- 4.6 If a Student is already occupying a Seat within the agreed Access Period then the Student will be assured of retaining the Seat for a minimum period of 14-days if prior to 14-days the agreed Access Period expires.
- 4.7 **Individual “Purchasers”:** Can simply request for “Additional Students” to be allocated a vacant Seat within the agreed Access Period accordingly.
Company Organisations Only (e.g. where a company organisation is the “Purchaser”):

Can request selected personnel deemed as “Course Leaders”. Course Leaders will have the authority on behalf the company organisation to request Additional Students (in this case employees) to be given access to vacant Seats within the agreed Access Period.

- 4.8 Whether an Individual Purchaser or a Company Organisation Purchaser the following should be noted:
- i) Only the Purchaser or Course Leaders (in the case of company organisations’) can request for Additional Students to be given access to e-Courses, e.g. Additional Students once given access, cannot themselves request for Additional Students” to be given access to e-Courses.
 - ii) Additional Students will be given access in cycles of 14-days. Meaning after 14-days, regardless of the Purchaser’s agreed access period, this e-Course will no longer be available to the Additional Student unless a repeat request is submitted (from the Purchaser or a Course Leader) accordingly. This is to provide the Purchaser with levels of control during the agreed Access Period and in the case of company organisations’, events where employees leave the company.

5. Refunds and Replacements

- 5.1 Unless otherwise agreed in writing between ITSM Assist and the Purchaser, in the event ITSM Assist fail to make Products and Services available Online to the Purchaser within 48-hours from when ITSM Assist has accepted the Purchaser’s order, or where Products and Services are not provided/delivered in accordance with the schedule agreed between ITSM Assist and the Purchaser, the Purchaser is entitled to cancel the Contract and in the event where ITSM Assist has received payment in advance, receive a full refund accordingly.
- 5.2 Unless otherwise agreed in writing between ITSM Assist and the Purchaser, following Products and Services being made available Online to the Purchaser, or Products and Services provided/delivered to the Purchaser, ITSM Assist will only replace, cancel and/or refund monies relating to Products and Services on the basis:
- (a) In the event ITSM Assist supply incorrect Products and Services and that such Products and Services have not been largely accessed, downloaded or consumed either by the Purchaser or respective Users.
 - (b) The Purchaser orders incorrect Products and Services in error and that such Products and Services have not been largely accessed, downloaded or consumed either by the Purchaser or respective Users.
 - (c) At the discretion of ITSM Assist; where ITSM Assist believe there is clear evidence to justify that Products and Services should be replaced or refunded to the Purchaser accordingly.

6. Copyright

- 6.1 All Products and Services which are either under direct copyright of ITSM Assist or licensed to ITSM Assist by its Direct Suppliers, the Purchaser may not copy, reproduce, distribute or transmit any part of the Products and Services for commercial gain without the prior consent of ITSM Assist.

7. Property of Law

- 7.1 This Contract shall be construed and governed in all respects by English Law and, unless otherwise stated in writing, Products and Services shall not be required to comply with any provisions of any other law. All disputes arising under or relating to this Contract shall be subject to the jurisdiction of the Courts of England.