

1 INTRODUCTION

- 1.1 A copy of these Terms and all other documents which apply to the Customer's purchase of training are available for the Customer to read at <https://www.bsigroup.com/siteassets/pdf/en/about-us/ph-as-train-govn-trainingtermsofserviceapr2021-0025.pdf>
- 1.2 If the Customer is a consumer (i.e. not purchasing the Training in the course of business, trade or profession, herein "**consumer**") then nothing in these Terms will affect its statutory rights. If the Customer has any questions or complaints about the Training, please contact BSI.

2 DEFINITION AND INTERPRETATION

In these Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

Acknowledgement E-mail has the meaning assigned to it at clause 3.3.

Agreement refers to a contract between the Customer and BSI for the purchase of Training, on the terms set out in the Booking Form and incorporating these Terms.

Booking Form refers to the In-House Training Booking Form or the Public Training Booking Form, in each case submitted by the Customer to BSI containing the details of the Customer and the Delegate(s) (if applicable), including contact details, billing information, as well as the Training requested.

BSI refers to the BSI entity stated in the Booking Form.

Business Day refers to a day other than a Saturday, Sunday or public holiday in Territory, when banks in the Territory are open for business.

Charges refers to the charges payable by the Customer for the Training in accordance with clause 6 (*Charges and Payment*).

Consumer has the meaning assigned to it at clause 1.2.

Course Confirmation E-mail has the meaning assigned to it at clause 3.4.

Customer refers to the person who is purchasing the Training from BSI.

Delegate(s) refers to the individual(s) attending the Training, which may be the Customer.

In-House Training refers to training that is conducted for the Customer online or at a physical location of the Customer's choice (and accepted by BSI), and the training will be for a minimum number of Delegates.

In-House Training Booking Form refers to the hard-copy or soft-copy document (also referred to as a 'proposal') for booking In-House Training.

Public Training refers to training that is available to members of the public, including the Customer, either at a physical location or online, as detailed in the description of the Training.

Public Training Booking Form refers to the electronic document found online for booking Public Training.

Terms refers to these terms and conditions of purchase, together with the BSI privacy policy available at <https://www.bsigroup.com>.

Territory refers to the country or territory where BSI is established, as set out in the Booking Form.

Training refers to training services provided by BSI to the Customer, which is conducted either at a physical location or online.

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Training Materials refers to any materials or documents provided or loaned by BSI to the Delegate(s), and includes both hard copies, soft copies and downloadable soft copy materials.

3 MAKING A BOOKING

- 3.1 **Booking Public Training.** To book Public Training, the Customer must complete and submit the online Public Training Booking Form, and specify the Public Training that the Delegate(s) requires. Advance payment of the Charges may be required at the point of submission in order to reserve a place in the Public Training.
- 3.2 **Booking In-House Training.** To book In-House Training, the Customer must accept In-House Training Booking Form, which specifies the In-House Training that the Delegate(s) requires. Once the booking has been accepted in accordance with clause 3.4, instructions on making payment for the Charges will be sent to the Customer.
- 3.3 **Acknowledgement of Booking.** After the Customer has submitted the Booking Form, BSI will acknowledge receipt by e-mail, which will contain key information about the relevant Training (the "**Acknowledgement E-mail**"). This does not mean that BSI has accepted the booking, and BSI will contact the Customer if the Customer's booking has been rejected at any time, which may be because: (a) an incomplete Booking Form has been submitted, or (b) a Booking Form has been submitted with changes made to the terms and conditions, or (c) an In-House Training Booking Form has not been signed and returned in time, or (d) the Delegate(s) do not meet the minimum requirements (such as age) or possess the relevant prerequisites (such as qualifications) for the Training, or (e) for Public Training, the minimum number required for BSI to conduct the Public Training has not been met.
- 3.4 **Acceptance of Booking.**
- (a) Once a booking is accepted, an email will be sent by BSI to the Customer, containing details of the Training including Training date(s) and time, instructions on how the Delegate(s) will attend the Training, and any other information that may be necessary, which will form part of the Agreement ("**Course Confirmation E-mail**").
 - (b) If the Charges have not been paid at this point, BSI will provide instructions on how to make payment.
 - (c) If the Customer does not receive the Course Confirmation E-mail one week before the commencement of the Training or if the Customer has any questions, please contact BSI.
 - (d) Once BSI has sent the Course Confirmation E-mail, a legally binding contract will be formed between BSI and the Customer and BSI will be required to provide the Training.

4 SUPPLY OF THE TRAINING

- 4.1 BSI shall use reasonable endeavours to supply the Training to the Delegate(s) in accordance with these Terms in all material respects but reserves the right to change the content of any Training or Training Materials at any time and without notice.
- 4.2 BSI shall use reasonable endeavours to meet any specified training dates, but any such dates are subject to change.
- 4.3 BSI reserves the right to cancel or postpone the Training at any time, without incurring additional liability to the Customer. Unless the Customer agrees to the proposed dates for the postponed Training, if BSI is not able to supply the Training on the agreed date it shall notify the Customer, cancel the booking and offer (at BSI's sole discretion) a full refund or a credit note.

5 CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) provide reasonable co-operation with BSI in all matters relating to the Training; and
 - (b) provide BSI, its employees, agents, consultants and subcontractors, with any information which may be required by BSI in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensuring that such information is complete and accurate in all material respects.
- 5.2 Without the express written permission from BSI, the Customer shall not, and, where applicable, shall ensure that the Delegate(s) does not:
- (a) record the Training in any way;
 - (b) reproduce, scan or copy, alter, modify, translate (in each case, whether in whole or in part) the Training Materials except for the sole purpose of completing the Training; or

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(c) permit the Training Materials (whether in whole or in part) to be reproduced, scanned, copied, combined with or become incorporated into any other materials.

- 5.3 For Training delivered online, the Customer shall ensure that it or, if applicable, the Delegate(s):
- (a) is able to meet the basic technical system requirements for hardware and software as may be prescribed by BSI from time to time; and
 - (b) does not upload any content that infringes upon the rights of third parties, are in contravention of applicable law, or would lead to BSI being in contravention of applicable law.
- 5.4 Where Training is being delivered at the Customer's (or, if applicable, a Delegate's) premises, the Customer (or, if applicable, the Delegate) shall provide BSI with: (a) access, training space and any equipment necessary for the delivery of the Training; and (b) such facilities as are reasonably notified to the Customer (or, if applicable, the Delegate) in advance.

6 CHARGES AND PAYMENT

- 6.1 The Customer shall pay any invoice issued by BSI within 30 calendar days of the date of the invoice or prior to the Training taking place whichever is earlier, to a bank account provided on the invoice by BSI. For Bookings completed online, the Customer shall make payment in accordance with the directions provided on the website to BSI, in the absence of which payment shall be made within 30 calendar days of the date of the invoice or prior to the Training taking place whichever is earlier.
- 6.2 Notwithstanding clause 6.1, where the Booking is made less than 7 calendar days away from the date of Training, payment is due immediately.
- 6.3 Failure by the Customer to pay any Charges when they fall due may (at BSI's discretion) result in:
- (a) the allocation of the Delegate's place in the Training to others;
 - (b) BSI cancelling its Agreement with the Customer to provide the Training without incurring any liability; and/or
 - (c) if the training has already been delivered to the Delegate(s), BSI withholding certifications that are due to the Customer having completed the Training.
- 6.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay BSI any sum due under this Agreement on the due date the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year or the highest rate allowed under the law, whichever is lower.
- 6.5 All sums payable to BSI under this Agreement:
- (a) are exclusive of goods and services tax, sales and services tax, value-added tax, and other like taxes (but not including such taxes levied on BSI as corporate income taxes), and the Customer shall in addition pay an amount equal to any taxes chargeable on those sums; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 Whilst BSI takes reasonable care and skill to ensure that the prices of the Training are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the Training that has been booked by the Customer, BSI will notify the Customer and the Customer may either (a) reconfirm the booking at the correct price, or (b) cancel the booking. In this instance, if BSI notifies the Customer and does not receive a response, the booking will be cancelled.

7 CANCELLATION

- 7.1 **Public Training.** The Customer may cancel its registration for a Public Training on 15 calendar days' written notice to BSI. Public Training may not be cancelled within 15 calendar days of the start date of the Public Training, or upon the Customer accessing the Training Materials, whichever is earlier.
- 7.2 **In-House Training.** The Customer may cancel or postpone the In-House Training by giving no less than 30 calendar days before the In-House Training by giving written notice to BSI at the email set out in the Acknowledgement E-mail. In-House Training may not be cancelled or rescheduled within 15 calendar days of the start date of the In-House Training. Where In-House Training is postponed, it shall be within 60 calendar days of the original date. The Customer may substitute any Delegate by giving no less than 15 calendar days before the In-House Training by giving written notice to BSI at the email set out in the Acknowledgement E-mail.

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- 7.3 If the Customer is exercising its right to cancel the Training in accordance with clauses 7.1 and 7.2 above, BSI may deduct from any refund an amount for the supply of the Training for the period for which it was supplied, ending with the time when the Customer notified BSI of its wish to cancel. The amount deducted will be in proportion to the Training already provided, in comparison with the full Training agreed to be provided. Where Training Materials have been sent to the Delegate(s) for Training delivered online, the Training may not be rescheduled and the Charges for such Training is non-refundable.
- 7.4 **Consumer Cancellation Rights.** This clause applies only to a Customer who is also a consumer (i.e. not purchasing the Training in the course of business, trade or profession):
- (a) Without prejudice to the rights in clauses 7.1 and 7.2, the Customer has a right to cancel its order for the Training within 14 calendar days without giving any reason. The cancellation period will expire after 14 calendar days from the date on which the Course Confirmation E-mail was received.
 - (b) If the Customer decides to cancel the Training in accordance with clause 7.4(a), BSI will reimburse the Customer for all Charges which BSI has received from the Customer in relation to such Training. However, if the Customer has booked the Training to begin during the 14 day cancellation period and later decides to cancel, the Customer shall be liable to pay for the full costs of the Training.
 - (c) If the Customer wishes to cancel the Training, the Customer must inform BSI of its decision to cancel the Training by a clear statement sent by post or e-mail, which shall include the Customer's name, address, training name, training date, and other such detail as relevant in order for BSI to determine the relevant booking information.
 - (d) To meet the cancellation deadline, it is sufficient for the Customer to send its notice of cancellation before the cancellation period has expired. If the Customer sends BSI a notice of cancellation by post, BSI advises the Customer to keep proof of postage.
 - (e) BSI will make the reimbursement without undue delay, and no later than 14 calendar days after the day on which BSI are informed about the Customer's decision to cancel the booking, or 30 calendar days after the date BSI receives back from the Customer any Training Materials supplied to the Customer, whichever is later.
 - (f) BSI will make the reimbursement using the same means of payment as the Customer used for the initial transaction, and unless the Customer has expressly agreed otherwise, the Customer will not incur any fees as a result of the reimbursement. BSI may withhold reimbursement until it has received any Training Materials back or the Customer has supplied evidence of having sent the Training Materials back, whichever is the earliest.
- 7.5 Where a Delegate fails to attend all or part of any Training, full payment of the Charges shall be required and there will be no refunds.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall remain the property of BSI or its licensor. BSI grants the Delegates a perpetual, non-exclusive, non-transferable royalty-free licence to use the Training Materials solely for the purpose of receiving the Training and personal academic use. The Customer shall not, and shall ensure that the Delegate(s) does not, in respect of the Training Materials: (a) commercially exploit it, (b) sublicense it to any third party, or (c) use it for the benefit of any other persons.
- 8.2 As between the parties, the Customer shall own all right, title and interest in and to all of the Customer's data.
- 8.3 For purposes of this clause 8, "intellectual property rights" means patents, trademarks, trade names, design rights, copyright, confidential information, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world.

9 DATA PROTECTION

BSI processes and stores the Customer's personal data in accordance with BSI's privacy policy at <https://www.bsigroup.com/>.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement limits or exclude, liability for:
- (a) death or personal injury caused by BSI's negligence;

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- (b) fraud or fraudulent misrepresentation; and
- (c) any liability which cannot legally be limited or excluded.

- 10.2 Subject to clause 10.1, BSI shall only be liable to the Customer for losses which the Customer suffers as a direct result of BSI's breach of these Terms and which are reasonably foreseeable. A loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both BSI and the Customer knew it might happen, for example, if the Customer discussed it with BSI during the sales process. BSI shall not be liable for any other losses.
- 10.3 Subject to clause 10.1, BSI's liability to the Customer (for all claims in aggregate) for claims made in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall not exceed the total Charges paid or payable by the Customer for the Training.
- 10.4 If the Customer is not a consumer (i.e. purchasing the Training in the course of business, trade or profession), BSI shall not have any liability to the Customer, whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss, destruction or corruption of data; (e) loss of contract, business or opportunity; (f) loss of opportunity, goodwill or reputation; (g) business interruption; (h) wasted expenditure; and (i) any indirect or consequential loss or damage of any kind howsoever arising.
- 10.5 This clause 10 shall survive termination of the Agreement.

11 CONFIDENTIALITY

- 11.1 Each party may be given access to confidential information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the other party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.3, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of the Agreement.
- 11.3 A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.4 The Customer acknowledges that its information may be used by BSI on an anonymous basis including without limitation compiling and publishing reports.
- 11.5 The above provisions of this clause 11 shall survive termination of the Agreement, however arising.

12 TERMINATION

- 12.1 BSI may terminate the Agreement immediately in the following circumstances:
- (a) the Customer does not, within a reasonable time of BSI requesting, provide BSI with information that is necessary to provide the Training;
 - (b) the Customer commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;
 - (c) the Customer does not, on the agreed date or timeframe, allow BSI to provide the Training;
 - (d) the Customer takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or

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ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (e) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) the Customer does not, if required, allow BSI to access the agreed location for the In-House Training to provide the Training.

12.2 The Customer may terminate the Agreement in the following circumstances:

- (a) if the Training purchased was misdescribed (however, the Customer may alternatively choose to get the Training re-performed or to get some or all of the Charges back);
- (b) if BSI has informed the Customer of an upcoming change to the Training or these Terms which the Customer does not agree with (see clause 15.1 (*Variation*));
- (c) BSI has told the Customer about a mistake in the Charges for the Training the Customer has purchased and the Customer does not wish to proceed (see clause 6.6 (*Charges and Payment*));
- (d) there is a risk that performance of the Training may be significantly delayed because of events outside the control of BSI; and
- (e) BSI has notified the Customer that it has suspended supply of the Training; or
- (f) if it wishes to exercise its right to cancel the Agreement in accordance with clause 7.

12.3 Without affecting any other right or remedy available to it, BSI may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment. If BSI terminates the Agreement for this reason, BSI will refund any Charges paid in advance where the Training and Training Materials have not been provided, but BSI may deduct or charge the Customer reasonable compensation for the net costs incurred by BSI as a result of the Customer breaching the terms of the Agreement.

13 CONSEQUENCES OF TERMINATION

13.1 Where BSI terminates the Agreement in accordance with clause 12.1:

- (a) the Customer shall return, destroy and delete (as applicable) all the Training Materials that had been provided by BSI; and
- (b) the licence under clause 8.1 shall terminate.

13.2 On termination or expiry of the Agreement for any reason, any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

13.3 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

14 FORCE MAJEURE

BSI shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of BSI or any other party), pandemics or epidemics, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event as soon as practicable, and its expected duration.

15 VARIATION

15.1 BSI reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training. In these circumstances, BSI shall notify the Customer and explain the changes. A copy of the updated version of the Terms can be found on the BSI website or is available on request from BSI.

15.2 Subject to clause 15.1, no variation of the Agreement shall be effective unless it is in writing and signed by BSI and the Customer (or their authorised representatives).

16 WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17 SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

18 ENTIRE AGREEMENT

18.1 The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

19 ASSIGNMENT AND SUBCONTRACTING

19.1 The Customer shall not, without the prior written consent of BSI, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in BSI's sole discretion.

19.2 BSI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

20 NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

21 LANGUAGES

These Terms are only available in English. No other languages will apply to these Terms or any agreements.

22 THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

23 NOTICES

23.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by post or email to the other party at its address set out in the Booking Form, or such other address as may have been notified by that party for such purposes.

23.2 A correctly addressed notice sent by pre-paid first-class (or equivalent) post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email).

24 GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Philippines. The interpretation of legislation to include subordinate, amended or re-enacted legislation is not implied so should be specified.

25 JURISDICTION

Each party irrevocably agrees that the courts of Pasig City shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

26 RIGHTS OF THIRD PARTIES

A person who is not a Party to this Agreement shall have no rights under these Terms or any Agreement entered into between BSI and the Customer.

27 CONSUMER RIGHTS ACT

Where the Customer is a consumer (i.e. not purchasing the Training in the course of business, trade or profession) and any provision or part-provision is found to be unfair for the purposes of the Consumer Act of Philippines (Republic Act No. 7394), then that provision or part-provision shall be read down to ensure it is not unfair. If it is not possible to read down that provision or part-provision, then clause 17 (*Severance*) will apply.