

PAMS 4.0 OPEN Online Video Training Workshop

Terms & Conditions

1. PAMS Assessments Limited (the Service Provider) shall provide:

- 1a. The Service Provider shall provide a PAMS Trainer to run the **Online Video Training Workshop remotely** across 3 mornings (10 hours) for a maximum of 16 people.
- 1b. The Service Provider shall provide a **PAMS Training Pack** for Attendees to print off and **PAMS Training Files** for Attendees to download prior to the training;
- 1c. The Service Provider shall **invite attendees** (via email) to attend the PAMS Online Video Training (three day workshop) at least 14 days before the workshop commences;
- 1d. The Service Provider shall carry out a **Pre-Workshop Check** with workshop attendees about 7 days before the workshop commences using the Video Platform.
- 1d. The Service Provider shall provide an **Attendance Certificate** for attendees who have successfully completed and fully attended the training over 10 hours and who have completed an online PAMS Course Evaluation and Feedback Form within 14 days of the last day of the training.

2. Attendees (the Customer) shall provide the following in preparation for the Online Video Training Workshop:

- 2a. Attendees will attend a **Pre-Workshop Check** via Zoom about 7 days prior to the workshop commencing. If the time is not convenient to the Attendee the Trainer will arrange an alternative time for the Attendee.
- 2b. A desk top computer or laptop with a webcam, microphone and speaker;
- 2c. A desk top computer or laptop that has either a **PAMS 4.0 registered licence installed** or that has access to a PAMS Server for the period of the training;
- 2e. The **PAMS Training Files** are downloaded on to a computer or laptop at least 14 days before the training;
- 2e. The **PAMS Training Pack** is downloaded and printed off at least 14 days before the training;
- 2f. A PAMS Instruction Book, Parent Booklet and Knowledge Cartoons;
- 2g. The (**Zoom** online video platform is installed on to a computer or laptop and mobile phone (as a back-up);
- 2h. Attendees **familiarise** themselves with how to use the Zoom software;
- 2i. Attendees shall complete an online **PAMS Webpage Feedback Form** and return this to PAMS Assessment Limited within **14 days** of the last day of the training.

3. Charges:

- 3a. In consideration for the Services rendered as required by these terms and conditions you (the Customer) will pay to the Service Provider (PAMS Assessments Limited) charges amounting to £450 exclusive of VAT ("Charges") for each person attending the workshop;
- 3b. The PAMS 4.0 software licences and books are not included within the cost of the training;

3c. Places will only be reserved upon receipt of an online credit/debit card payment or a purchase order (minimum total PO accepted is £1700). Places will not be reserved otherwise;

4. Cancellation:

The Service Provider will pay the Customer a refund if the Customer cancels the PAMS 4.0 (OVT) Training Workshop:

- 4a. 100% refund for cancellations 43+ days prior to the Workshop (minus £50+VAT admin fee);
- 4b. 90% refund for cancellations 29-42 days prior to the Workshop (minus £50+VAT admin fee);
- 4c. No refunds for cancellations made less than 28 days prior to the Workshop.
- 4d. No refunds for attendees who cannot participate in the workshop due to a lack of preparation and lack of training materials (clause 2).
- 4e. The PAMS Trainer and PAMS Assessments Limited shall decide whether an attendee cannot attend the workshop or the attendee should leave the workshop as they are unable to fully participate in the training due to their lack of preparation and lack of training materials.

5. Intellectual Property Rights:

5a. PAMS Assessments Limited own copyright for all of the Training Materials supplied for the Training Workshop. The Customer shall not copy, replicate or disseminate any or all of the Training Materials for training purposes, commercial gain. Reproduction of the files on the PAMS software for printing and photocopying for non-commercial purposes is permitted, subject to the condition that these are used solely by the person or organisation that purchased the PAMS software. Otherwise, no part of the PAMS software may be reproduced or stored on a retrieval system, or transmitted by any means, electronic or mechanical, without prior permission from PAMS Assessments Limited;

5b. I agree not to re-sell/advertise "in house" PAMS Training commercially.

6. Force Majeure:

The Service Provider shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the Service Provider shall be entitled to a reasonable extension of the time for performing such obligations, provided that, if the period of delay or non-performance continues for 4 weeks, the Customer may terminate this agreement by giving at least 14 days' written notice to the Service Provider.