



Terms and Conditions (Public and Private Courses)

Registered in England Number: 4613939

1. General

- 1.1. The client must sign Architecting the Enterprise's proposal prior to any work commencing.
- 1.2. Where a client requires a course to be tailored, the client must provide the necessary tailoring materials or appropriate information by the deadline detailed in Architecting the Enterprise's proposal.
- 1.3. Architecting the Enterprise reserve the right to change the instructor(s) used in any course at any time.
- 1.4. Architecting the Enterprise reserve the right to change a course date at any time.
- 1.5. The client must confirm the number of attendees on any training event at least one week before the start date of the training event.
- 1.6. Substitutions are permitted for trainees at any time up to the start of an event.
- 1.7. Trainees who fail to turn up for a course or who miss significant periods of time during a course will not be eligible for a refund.
- 1.8. Trainees who miss significant periods of time during a certification course can not be certified until they complete a workbook covering the course material that they missed.
- 1.9. Trainees participating on a public course under the Training Passport scheme that do not attend all days of a course will still be considered to have used a full Training Passport place.

2. Financial

- 2.1. Architecting the Enterprise quotes prices and issues invoices in UK pounds (GBP), US dollars (USD), Euros (EUR) or Australian dollars (AUD) only. The client must pay in the currency shown on the invoice.
- 2.2. Currency conversion charges from any other currency to that of the invoice is the responsibility of the client.
- 2.3. Any sales taxes relevant to the country where the course takes place will be added to the course fees in accordance with that country's tax regulations.
- 2.4. The client must pay in full or provide a purchase order before the start of any training event or shipment of any product or course materials.
- 2.5. Architecting the Enterprise will raise an invoice for the course fees and any certification fees before the start of each training event.
- 2.6. The client must pay any invoice within 30 days of the date on the invoice.
- 2.7. Architecting the Enterprise will deem any invoice to be unpaid until the full amount of the invoice has been received.

Payment may be made by

- a) direct bank transfers
 - b) cheques (payment is only deemed to be received when the UK clearing bank clears the cheque)
 - c) recognised credit cards are Visa/Mastercard/Eurocard/Delta/Amex.
- 2.8. Course fees include training materials and an appropriately qualified instructor for the number of delegates stated in the proposal.
 - 2.9. Course fees do not include the costs for travel, accommodation or any other costs incurred by any trainee in attending or completing the training.
 - 2.10. For private courses the course fees do not include instructor travel or accommodation costs. Architecting the Enterprise charge expenses at cost. Car travel is at the rate per mile used by Government guidelines for normal business use. Architecting the Enterprise always aims to minimise expenses; however, our policy is for all instructors to have overnight accommodation within 30 minutes



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- travel of the course venue. Expenses are invoiced separately upon completion of the course. Architecting the Enterprise will estimate instructor expenses in the proposal.
- 2.11. For private courses the client is responsible for locally reproducing as many printed copies of the course materials as required. Architecting the Enterprise will supply course materials in PDF format only.
 - 2.12. Architecting the Enterprise will only submit a TOGAF™ certification request on behalf of a trainee who has satisfactorily completed a certification training course if the trainee has provided the required personal information.
 - 2.13. Architecting the Enterprise will only submit a TOGAF™ certification request on behalf of a trainee once the total course fees, certification fees and *instructors expenses (for private courses)* have been paid in full.
 - 2.14. Any certification fee is charged as a separate line item per trainee and is invoiced with the course fees. Architecting the Enterprise will specify any certification fees in the proposal.
 - 2.15. Where an examination voucher is issued by Architecting the Enterprise, payment is required prior to Architecting the Enterprise releasing the exam voucher.
 - 2.16. The examination voucher will be valid for 12 months.
 - 2.17. Architecting the Enterprise may charge a "re-use" fee for any Architecting the Enterprise intellectual property used in the build and delivery of a client solution. Any such fee will be detailed in Architecting the Enterprise's proposal.
 - 2.18. Where courses exceed 16 trainees Architecting the Enterprise may deploy additional, chargeable instructor resources. These will be detailed in the proposal.
 - 2.19. Unless otherwise explicitly stated any discounts advertised for public courses will be mutually exclusive i.e. only one discount can be applied to any one booking.
 - 2.20. Architecting the Enterprise will specify any discounts that may apply to any private course fees in the proposal.
 - 2.21. Late payment may incur penalty charges including removal of any discounts.
 - 2.20. Architecting the Enterprise reserves the right to charge interest on late payments of invoices at a rate of 8% above the Bank of England's base rate.

3. Cancellation Policy

- 3.1. All cancellations must be received in writing.
- 3.2. No course fee charge is made for cancellations received more than 30 days before the start of an event unless payment is made by credit card – see below.
- 3.3. For cancellations received between 14 and 30 days before the start of a training event, Architecting the Enterprise will make an administrative charge of 10% of the fees plus any credit card payment charge – see 3.7.
- 3.4. For cancellations received less than 14 days before the start of a training event, Architecting the Enterprise will make an administrative charge of 75% of the fees plus any credit card payment charge – see 3.7.
- 3.5. Training Passport cancellations received more than 5 working days before the start of the relevant public course will not incur any administrative charges.
- 3.6. Training Passport cancellations received 5 or less working days before the start of the relevant public course will incur an administrative charge of 10% of the fees plus any credit card payment charge – see 3.7
- 3.7. Cancellation of credit card payments will incur an additional admin charge of 10% over and above any other cancellation charges.
- 3.8. Failure to cancel a Training Passport booking will result in the relevant number of places being deducted from the passport.



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- 3.9. Any travel and accommodation reservation charges and expenses incurred by Architecting the Enterprise prior to cancellation by the client are chargeable to the client.
- 3.10. If Architecting the Enterprise cancels an event for any reason, then Architecting the Enterprise will refund the fees in the currency of the invoice. Architecting the Enterprise will not be liable for any travel, hotel penalties, inconvenience or material loss as a result of any cancellation.
- 3.11. Examination vouchers are non refundable.

4. Training Passports

- 4.1. Training Passports apply to public course places only
- 4.2. Training Passports can not be purchased in conjunction with any other public training offer.
- 4.3. Training Passports are valid for 12 months (the passport term).
- 4.4. The passport term starts from the date of payment and not from the date of order.
- 4.5. Training Passports are activated from the date of payment unless otherwise arranged between Architecting the Enterprise and the client.
- 4.6. Training Passport pricing includes certification fees.
- 4.7. Any Training Passport places that remain unused at the end of the passport term will only be eligible for a refund of the certification fee. Course fees will not be refunded on unused places.