



# TERMS AND CONDITIONS

## 1. DEFINITIONS

Where used in these Terms and Conditions, the following words shall have the meanings identified below:

**Cancellation Charge** relates to the Courses only and means, in the event that notice of cancellation is received more than fourteen (14) days prior to the start of the relevant Course, the Deposit only; however, if notice of cancellation is received less than fourteen days prior to the start of the relevant Course, no monies will be refunded, that is one hundred percent (100%) of the Course Fees shall be forfeited by the Participant;

**Consultancy Fees** are the fees related to the provision of the Consultancy Services;

**Consultancy Services** means the provision of all advice and services relating to individually tailoring any course to a Participant's specific needs or any advice or services provided to a Participant eg. an analysis of the Participant's needs, the provision of reports, design of processes, programmes and material, attendance at meetings and other advisory services;

**Course** means a training session run and operated by a MELAT trainer for an agreed period of time with an agreed minimum or maximum number of Participants

**Course Fees** means the costs payable by a Participant for the MELAT trainer associated with any Course, and, where relevant, in connection with any overseas students, return airfares and accommodations;

**Deposit** means the sum of AED5,000;

**Exclusions** means those charges which are separate to the Course Fees and/or Consultancy Fees and are payable by the Participant and include air travel (business), car travel and subsistence charge, all hotel and meal charges for the period of the Course, additional copies of Course material, agreed "bought in" items and other approved expenses such as graphic materials, artwork, reproduction, printing, book purchases, video rentals and other materials;

**MELAT Trainer** means the teacher or trainer for any Course provided by Middle East Centre for Legal and Corporate Training;

**Participant** means the individual attending the relevant Course;

**Services** means the conducting of the Course/s and/or the provision of the Consultancy Services;

## 2. COURSE FEES AND CONSULTANCY FEES

Course Fees are updated annually on 1 January and are calculated based on either (a) the number of registered participants; or (b) a lump sum. Consultancy Fees are charged on an hourly rate and are revised annually on 1 January. The Participant shall be responsible to pay all Exclusions and any local taxes associated with the provision of the Services. Participants may elect to provide the venue for the Course, in which case the Participant shall be responsible to provide all ancillaries, eg. coffee, tea and other beverages and meals for Participants and any MELAT Trainer.

## 3. PAYMENT

Course Fees and any Exclusions are to be paid as follows:

- (a) the Deposit on signing of this Enrolment Form; and
- (b) the balance payable prior to the commencement of the relevant Course.

Consultancy Fees are invoiced monthly and are payable within 14 days of the invoice date. MELAT reserves the right to charge interest at the rate of 8% per month on any amount remaining unpaid after the due date for payment.

## 4. CANCELLATION CHARGES

MELAT reserves the right to charge the Cancellation Charge in the event that the Participant does not require or otherwise cancels or reschedules the Course(s) or Consultancy Services on the date(s) booked. Notification of cancellation can be given in person, by telephone or in writing, the date of the notification being received by MELAT being the date used to calculate the charge set out below.

## 5. EQUIPMENT

Where the Participant books courses on consecutive working days and requires MELAT to conduct the Course on the Participant's premises, unless otherwise agreed, the Participant shall arrange that MELAT may leave any equipment or material used or to be used for the courses at the venue, and the Participant shall take all reasonable steps to ensure that such equipment is not lost, stolen, damaged or destroyed as a result of anyone obtaining access to such equipment or material without the consent of MELAT. Should the material and/or the equipment be lost, damaged or destroyed, the Participant will be responsible for the cost of replacing the aforementioned equipment or material.

## 6. COPYRIGHT

The copyright in all documentation, videos or other materials (including role-plays, case studies, exercises and questionnaires) created by MELAT and provided, shown or otherwise communicated or obtained by the Participant and/or any Participants attending any course booked by the Participant under or in connection with this Agreement belongs to MELAT and Participant shall indemnify and hold MELAT harmless as a result of any breach or unauthorised use of any documentation, video or other material or intellectual property owned by MELAT.

## 7. CONFIDENTIALITY

The ideas, concepts, know-how and other information contained or otherwise expressed in any documentation, videos or other materials (including role-plays, case studies, exercises and questionnaires) - the "Know-How" - created by MELAT and provided, shown or otherwise communicated to or obtained by the Participant and/or any participants attending any course booked by the Participant under or in connection with these Terms and Conditions are confidential to MELAT and is only made available to the Participant and Participants for the purpose of developing the skills of the Participants. The Participant undertakes not to use the "Know-How" to run courses for its own employees or for the benefit of any third party or for any other purpose and shall indemnify MELAT in respect of any breach or unauthorised use of the "Know-How". The Participant shall ensure that its employees and Participants attending a Course under or in connection with these Terms and Conditions are aware of and comply with the provisions of this Clause. For the avoidance of doubt, the obligations in this clause shall survive any termination of the Agreement.

## 8. LIABILITY

The courses are intended by MELAT to assist Participants for the purpose of developing their own skills to be used in the proper performance of their duties and subject to the Participant's usual procedures, practices and controls. Accordingly, MELAT accepts no liability for any loss, damage, cost or expense, suffered or incurred as a result of any act or omission of any participant in using or failing to use those skills in any particular circumstances. Nothing herein shall exclude or restrict any liability MELAT may have for death or personal injury resulting from negligence.

## 9. SEVERABILITY

The provisions herein shall be severable and if, for any reason, a provision is or becomes unlawful, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

## 10. GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of the Emirate of Dubai and to the extent applicable, the laws of the United Arab Emirates.