

# **Terms and Conditions**

Training and Education Events (the "Agreement")

Important: Please carefully read the following terms and conditions. By accepting training from Krisolis, you agree to these terms. If you do not agree to all the terms of this Agreement, please contact Krisolis.

In exchange for payment of the fees and any applicable taxes arising under this Agreement, Krisolis Limited ("KRISOLIS") will provide training and/or education events (the "Event(s)") to the Customer as specified in this letter, subject to the following terms:

#### 1. Event Costs

1. For Events held at the Krisolis training facility, the price includes all printed materials, lunch and refreshments.

# 2. Cancellation and Transfer Policy

- 1. Should an Event require cancellation, then please contact Krisolis as soon as possible.
- 2. You may substitute another person in your place any time prior to the course, please notify Krisolis of the change in attendee.
- 3. If a cancellation is made more than fifteen (15) working days prior to the Event commencement date then any monies that have been received by Krisolis for the Event will be returned to the delegate party in full.
- 4. If the cancellation of the Event is made less than fifteen (15) working days before the Event commencement date then a cancellation fee equal to the full Event price will be due.

#### 3. Changes to Content

Krisolis courses are constantly being reviewed, updated and improved and Krisolis reserves the right to alter any of the course content without prior notice.

It may not be possible to cover all course topics due to unforeseen circumstances. The Instructor will advise delegates when this is the case and may offer alternatives.

#### 4. Event Applications

Krisolis reserves the right to decline applications for Events without prior notification.



### 5. Cancellation of Events by Krisolis

Krisolis reserves the right to cancel or reschedule an Event at any time without liability. In these circumstances, the Customer will be offered an alternative date or a full refund of any paid Event fee.

## 6. Health and Safety at Client or Nominated Venues

- Krisolis is committed to ensuring the health, safety, and well-being of all employees and representatives attending any client venue or other nominated venue for the delivery of Events.
- All attendees must comply with the health and safety, fire, and emergency
  procedures in place at the venue, as well as any additional guidance
  provided by Krisolis.
- 3. The Customer is responsible for maintaining a safe and compliant environment in accordance with all relevant health and safety legislation, including providing appropriate facilities, safe access, and information about any site-specific hazards or emergency procedures.
- 4. Krisolis employees or representatives must promptly report any hazards, incidents, or unsafe conditions to both the venue contact and Krisolis management.
- 5. Krisolis reserves the right to suspend, postpone, or withdraw its staff from any venue where health and safety standards are not adequately met, without liability, until such concerns are resolved.

#### 7. Copyright

- The Event material is the exclusive copyrighted property of Krisolis. None of the Event material may be reproduced, republished, distributed, posted, sold, or transferred. Krisolis Copyright extends to all electronic or supplementary materials provided as part of an Event.
- 2. Course notes are available only for course attendees and are provided on the first day of a course. Course notes are not available prior to the course.

## 8. Warranty and Limitation of Liability

- 1. Krisolis warrants that it shall render the Event(s) in a diligent, conscientious and professional manner. The exclusive remedy for breach of this warranty is refund of fees paid for the Event(s) at issue. Krisolis warrants that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.
- 2. Krisolis DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVENT OR SERVICES PROVIDED HEREUNDER OR THE RESULTS OBTAINED, INCLUDING WITHOUT LIMITATION ANY IMPLIED



- WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING.
- 3. Krisolis IS NOT LIABLE FOR ANY LOSS OF PROFITS OR FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, RELIANCE, OR EXEMPLARY DAMAGES, EITHER IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO KRISOLIS OR COULD HAVE BEEN REASONABLY FORESEEN BY KRISOLIS.
- 4. In no event shall Krisolis liability for damages of any kind, including direct damages, exceed the amount the Customer paid for the Event under the applicable Event Confirmation Letter.
- 5. The limitations in this clause do not include limitations of liability for personal injury or death.

# 9. Governing Law

This Agreement shall be deemed to have been entered into in and shall be governed by the laws of Ireland. The parties agree to use all reasonable endeavours to mutually resolve any dispute arising under this Agreement. Failing those endeavours, the parties agree to the exclusive jurisdiction of the courts of Ireland for resolution of any dispute under this Agreement.

# 10. Severability

If any part of this Agreement is held unenforceable or invalid, the remaining provisions shall remain in full force and effect.

#### 11. Waiver

Failure by either party to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision and will in no way affect either party's right to later enforce such provision.

## 12. Complete Agreement

The Customer and Krisolis agree that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. It is further agreed that this Agreement, the Event Confirmation Letter, and invoices arising under them, constitute the complete and exclusive statement of the terms and conditions between the Customer and Krisolis covering the performance hereof and cannot be altered, amended or modified except in writing signed by an authorised representative of each party. This Agreement supersedes all communications, oral or written, between the parties relating to its subject.

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