



Five Arches for Consulting and Training

PARTICIPANT'S TERMS AND CONDITIONS

Important notice: Please read carefully before enrolling in any of our training courses

The following represent the terms and conditions to which Participants agree when booking any standard face-to-face training or e-learning courses with Five Arches for Consulting and Training (FACT)

If you have any questions regarding this Terms and Reference, you may contact FACT administrator at any time.

1. BOOKING

Face-to-face training and e-learning (live-on-line) courses can be booked by filling the Students Registration Form available on our facebook page or it could be sent to you via email or WhatsApp. When you submit a booking for an online course, your submission represents an offer to FACT to book you onto the course you selected. On submission of the Registration Form you will receive a message on your WhatsApp message confirming your acceptance into the course. The course outline will also be sent as an informative document.

2. PAYMENT

2.1 By participants.

Training fees can be paid at time of booking via bank account transfer or in person. In all cases, the full payment must be received prior to commencement of training.

2.2 By participant's organization.

The Delegate's organization shall issue a purchase orders made out to FACT and sent to FACT upon acceptance of the training course quotation by the delegate's organization.

3. YOUR OBLIGATIONS

You may not allow anyone else to access the e-training courses via your log-in details. You must comply with rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided.

4. LIMITATION OF LIABILITY

FACT does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions



expressed are those of individual trainers and not necessarily those of FACT. Participants should take professional advice when dealing with specific situations.

5. WARRANTY AND DISCLAIMER

FACT ensures that all our training services are delivered diligently and in a good, timely and professional manner consistent with industry standards. The training services will be performed as described in the individual class agendas. FACT shall provide such trainers to present the training course as it, in its sole discretion, deems fit and FACT shall be entitled at any time to substitute any trainer with any other person who, in FACT sole discretion, it deems suitably qualified to present the relevant course.

FACT does not warrant that the courses delivered on-line will not be interrupted due to wi-fi connection. Any time lost will be compensated accordingly.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All Training Material is owned by FACT. All intellectual property rights in all Training Material available, including the power points and textbooks and the videos of all recorded sessions, are owned by FACT. When you are given the Training Material, you are granted a non-exclusive, non-transferable, revocable license to use the Training Material. No Training Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without FACT prior permission. Any such use is strictly prohibited.

To provide a continuous check on the consistency and quality of training delivery, all Participants will receive a follow-up email at the end of each class asking to submit feedback in the form of a satisfaction survey. This feedback will be reviewed in detail and will be used to make continuous improvements to class content and delivery.

8. CANCELLATION AND TRANSFER

8.1. Cancellation by participant.

Face to Face and E-Learning. If you notify FACT in writing (by email or WhatsApp) that you wish to cancel a face-to-face training course not less than 14 days before the start date of a course, you will be entitled to a full refund. Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer. If you withdraw for any reason less than 14 days before the start date of a course, you will be entitled to 50% refund, no refund will be issued but you may transfer your place on the course to a substitute. Substitutions should be notified to FACT at least 48 hours prior to the course start date. If you fail to attend the course on which you are booked without giving prior notice to FACT, we are unable to refund the course fees or offer a transfer

8.2. Cancellation by FACT.

FACT reserves the right to cancel any training course due to insufficient enrollment by providing notice to you at least 7 calendar days prior to schedule commencement date. In the event of cancellation by FACT, you may elect to receive a full refund of registration fees paid or credit toward alternative class(es).

9. CONDITIONS OF ATTENDANCE

- 9.1. Participant must comply with instructions and directions given by staff, stewards and agents of the Venue and Us and any applicable policies and procedures of which You are notified.
- 9.2. FACT reserve the right to refuse access to or remove any Participants from any FACT Training Course who, in our reasonable opinion has, or is likely to affect the enjoyment of the other Participants, in our reasonable opinion is acting under the influence of alcohol or drugs, or who uses threatening, abusive or insulting words or behavior or who behaves in a manner which may cause a breach of the peace.
- 9.3. FACT is dedicated to creating and maintaining a positive event experience where everyone is treated with dignity, courtesy, and respect, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age or religion. We do not tolerate bullying, intimidation, harassment or victimization of event participants in any form.

10. PARTICIPANT'S INFORMATION

- 10.1. Participant's information will be held by FACT. For the purposes of the Data Protection Act, FACT is the data controller.
- 10.2. FACT may store the information You have provided in a CRM system. The information You submit will not be kept for any longer than is needed. The length of time will depend upon whether FACT have a business need for keeping the information and/or if the law requires that We keep the information for a particular length of time.
- 10.3. Information You provide on the Participant's Registration Form may be used by Our employees, officers, representatives or accredited bodies where necessary for the purpose of administering the FACT Training Course, to improve the services we provide and, to inform You via email of future news, events and other relevant activity.
- 10.4. FACT may ask participants to confirm their personal details to ensure they are accurate.

- 10.5 As You have provided personal information, we need You to consent to the processing of this data. By submitting the Participant's Registration Form You are agreeing to Us processing this data as described above.

11. PHOTOGRAPHY

- 11.1. FACT may arrange for photographs to be taken at any FACT Training Course. Please advise the FACT Training Course Administrator prior to the commencement of the FACT Training Course if you do not wish your photo to be included in the FACT Training Course publicity.

12. HEALTH AND SAFETY

- 12.1. You must comply with all relevant legislation relating to health and safety and with any safety announcements and Venue regulations of which You are made aware whilst attending any FACT Training Course.

13. DISPUTE RESOLUTION

- 13.1. If any dispute arises out of these Terms and Conditions or Your Booking, FACT will attempt to settle it. To this end FACT shall use all reasonable efforts to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

14. FORCE MAJEURE

- 14.1. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our reasonable control including, but not limited to, war, acts of terrorism, governmental requirements, acts of local or central Government or other competent authorities, Acts of God and industrial disputes. FACT will not be liable to You for failure to perform any obligation under these Terms and Conditions or in relation to Your Booking to the extent that the failure is caused by Force Majeure.

15. AMENDMENTS AND VARIATIONS

- 15.1. Please note that FACT may amend and update these Terms and Conditions from time to time. The Terms and Conditions as provided to You at the time of confirmation of Your Booking will apply.
- 15.2. Once Your Booking is confirmed (and in any event if You attend a FACT Training Course as a Participant) these Terms and Conditions shall be binding on You.

16. GOVERNING LAW AND JURISDICTION

- 16.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Jordan and the parties submit to the exclusive jurisdiction of the courts of Jordan.