



# AAM4Gov Terms and Conditions

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1. This document serves as the Terms and Conditions of PMI Media Ltd (The Company) for products and services delivered by the company, either directly or via [aam4gov.com](http://aam4gov.com). AAM4Gov is a trade name of PMI Media Ltd

## **2. DEFINITION AND INTERPRETATION**

2.1. "Agreement" refers to the contract between the Learner / Client and the Company as formed by the Order to purchase a Course(s) or other services and products

2.2. "Charges" shall refer to the charges payable by the Learner / Client for the Company's services.

2.3. "Client" in this document shall mean an individual or organisation which has acquired services with The Company.

2.4 "Course" in this document shall mean any course presented on [aam4gov.com](http://aam4gov.com).

2.5. "Course Materials" refers to any digitally delivered or physically delivered training content, materials or documents provided or loaned by the Company to the Learner / Client, and includes both hard copies, soft copies and downloadable soft copy materials.

2.6. "Joining Instructions" shall mean the joining instructions provided by The Company in relation to a training course or other event.

2.7. "Learner" in this document shall mean a person who is or has received services with The Company on [aam4gov.com](http://aam4gov.com).

2.8. "User" in this document shall mean a person who is registered on [aam4gov.com](http://aam4gov.com).

2.9. "Visitor" in this document shall mean a person who is visiting, but not yet registered on [aam4gov.com](http://aam4gov.com).

## **3. COURSE FULFILMENT**

3.1. The Company shall use reasonable endeavours to fulfil course delivery as ordered by a Learner / Client in accordance with these Terms and Conditions in all material respects but reserves the right to change the content of any Course or Course Materials at any time and without notice.

3.2. The Company reserves the right to cancel or postpone courses at any time, without incurring additional liability. Unless the Learner / Client agrees to the proposed dates for the postponed Course, if The Company is not able to supply the Course on the agreed date it shall notify the Learner / Client, cancel the booking and offer (at The Company's sole discretion) a full refund or a credit note.

#### **4. LEARNER'S OBLIGATIONS**

The Learner shall:

4.1. Provide reasonable co-operation with The Company in all matters relating to the Course; and provide The Company, its employees, agents, consultants and subcontractors, with any information which may be required for the organisation of the Course, including, but not limited to, details in respect of the Learner / Client, and ensuring that such information is complete and accurate in all material respects.

4.2. Without the express written permission from The Company, the Learner / Client shall not:

4.2.1. record the Course in any way;

4.2.2. reproduce, scan or copy, alter, modify, translate (in each case, whether in whole or in part) the Course Materials except for the sole purpose of completing the Course; or

4.2.3. permit the Course Materials (whether in whole or in part) to be reproduced, scanned, copied, combined with or become incorporated into any other materials.

4.3. For Courses delivered online, the Learner / Client shall ensure that it:

4.3.1. is able to meet the basic technical system requirements for hardware and software as may be prescribed by The Company from time to time; and

4.3.2. does not upload any content that infringes upon the rights of third parties, are in contravention of applicable law, or would lead to The Company being in contravention of applicable law.

#### **5. CHARGES AND PAYMENT**

5.1. The Learner / Client shall pay any invoice issued by The Company within 30 calendar days of the date of the invoice or prior to the start of the Course, whichever is earlier, to a bank account provided on the invoice by The Company. For Bookings completed online, the Learner / Client shall make payment in accordance with the directions provided on the website to The Company.

5.2. Notwithstanding clause 5.1, where the booking is made less than 7 calendar days before the date of Course, payment is due immediately and shall not be refundable.

5.3. Failure by the Learner / Client to pay any Charges when they fall due may (at The Company's discretion) result in:

5.3.1. the allocation of the Learner / Client's place in the Course to others;

5.3.2. The Company cancelling its Agreement with the Learner / Client to provide the Course without incurring any liability; and/or if the Course has already been delivered to the Learner(s), The Company withholding certifications that are due to the Learner / Client having completed the Course.

5.4. Without prejudice to any other right or remedy that it may have, if the Learner / Client fails to pay The Company any sum due under this Agreement on the due date the Learner shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 15% a year.

5.5. All sums payable to The Company under this Agreement:

5.5.1. are exclusive of goods and services tax and VAT as may be applicable. The Learner / Client shall in addition pay an amount equal to any taxes chargeable on those sums; and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5.2. Whilst The Company takes reasonable care and skill to ensure that the prices of the Course are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the Course that has been booked by the Learner / Client, The Company will notify the Learner / Client and the Learner / Client may either (a) reconfirm the booking at the correct price, or (b) cancel the booking. In this instance, if The Company notifies the Learner / Client and does not receive a response, the booking will be cancelled.

## **6. CANCELLATION**

6.1. If the Learner / Client wishes to cancel a Course that has been ordered, the Learner / Client must inform The Company of its decision to cancel the Course by a clear statement sent by e-mail, which shall include the Learner / Client's name, address, Course name, Course date, and other such detail as relevant in order for The Company to determine the relevant booking information.

6.2. The Company reserves the right to cancel, curtail or re-schedule courses or events, in which case it shall use reasonable endeavours to notify the Learner / Client. In the event of cancellation, The Company

shall refund the course fees which the Learner / Client has already paid in advance in relation to the cancelled course in accordance with Clause 6.3.

6.3. The cancellation and/or re-scheduling fees set out below shall apply in the event a Course (or the Learner / Client 's attendance at a course) is cancelled or rescheduled at the Learner / Client's request. The Company may issue a supplementary fee invoice to the Learner / Client for such cancellation and/or re-scheduling fees and the Learner / Client shall make full payment to The Company within fifteen (15) Working Days of the date of that invoice:

<b>Date of Cancellation/ Rescheduling</b>	<b>Cancellation Fee Payable</b>	<b>Rescheduling Fee Payable</b>
More than 15 - clear Working Days prior to the start of the course	0%	0%
15-11 clear Working Days prior to the start of the course	50%	25%
10-6 clear Working Days prior to the start of the course	75%	50%
Fewer than six (6) Working Days prior to the start of the course	100%	100%

6.4. The Learner / Client may substitute course participants by written notification to The Company provided that such substitute participants comply with all course requirements (including pre-requisites and pre-course reading) as notified by The Company to the Learner / Client, or as detailed in the course outline or Joining Instructions.

6.5. If the Learner / Client is exercising its right to cancel the Course after it has started, AAM4Gov may deduct from any refund an amount for the supply of the Course for the period for which it was supplied, ending with the time when the Learner / Client notified AAM4Gov of its wish to cancel. The amount deducted will be in proportion to the Course already provided, in comparison with the full Course agreed to be provided. Where Course Materials have been sent to the Delegate(s) for a course delivered online, the Course may not be rescheduled, and the Charges for such Course are non-refundable.

**7. INTELLECTUAL PROPERTY RIGHTS**

7.1. All intellectual property rights in or arising out of or in connection with any Course, including any associated Course Materials shall remain the property of the Company or its licensor. The Company grants the Learner a perpetual, non-exclusive, non-transferable royalty-free licence to use the Course Materials solely for the purpose of receiving the Course and

personal academic use. The Learner / Client shall not and shall ensure that the Learner(s) does not, in respect of the Course Materials: (a) commercially exploit it, (b) sublicense it to any third party, or (c) use it for the benefit of any other persons.

7.2. As between the parties, the Client shall own all right, title and interest in and to all of the Learner's data.

7.3. For purposes of this clause 7, "intellectual property rights" means patents, trademarks, trade names, design rights, copyright, confidential information, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world.

## **8. DATA PROTECTION**

8.1. The Company processes and stores the Learner's personal data in accordance with The Company's privacy policy as presented on the website [www.aam4gov.com](http://www.aam4gov.com).

8.2 This clause 8 shall survive termination of the Agreement.

## **9. LIMITATION OF LIABILITY**

9.1. Nothing in this Agreement limits or excludes, liability for:

9.1.1. death or personal injury caused by The Company's negligence;

9.1.2. fraud or fraudulent misrepresentation; and

9.1.3. any liability which cannot legally be limited or excluded.

9.2. Subject to clause 9.1, The Company shall only be liable to the Learner / Client for losses which the Learner / Client suffers as a direct result of The Company's breach of these Terms and which are reasonably foreseeable. A loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both The Company and the Learner / Client knew it might happen, for example, if the Learner / Client discussed it with the Company during the registration and contracting process. The Company shall not be liable for any other losses.

9.3. Subject to clause 9.1, The Company's liability to the Learner / Client (for all claims in aggregate) for claims made in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall not exceed the total Charges paid or payable by the Learner / Client for the Course.

9.4. If the Learner / Client is purchasing the Course in the course of business, trade or profession, AAM4Gov shall not have any liability to the Learner / Client, whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss, destruction or corruption of data; (e) loss of contract, business or opportunity; (f) loss of opportunity, goodwill or reputation; (g) business interruption; (h) wasted expenditure; and (i) any indirect or consequential loss or damage of any kind howsoever arising.

9.5. This clause 9 shall survive termination of the Agreement.

## **10. CONFIDENTIALITY**

10.1. Each party may be given access to confidential information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:

10.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

10.1.2. was in the other party's lawful possession before the disclosure;

10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

10.1.4. is independently developed by the other party, which independent development can be shown by written evidence.

10.1.4.1. each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than the implementation of the Agreement.

10.1.5. A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.1.6. The Learner / Client acknowledges that its information may be used by AAM4Gov on an anonymous basis including without limitation compiling and publishing reports.

10.1.7. The above provisions of this clause 10 shall survive termination of the Agreement, however arising.

## **11. TERMINATION**

11.1. The Company may terminate the Agreement immediately in the following circumstances:

11.1.1. the Learner / Client does not, within a reasonable time of the Company requesting, provide The Company with information that is necessary to provide the Course;

11.1.2. the Learner / Client commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;

11.1.3. the Learner / Client does not, on the agreed date or timeframe, allow the Company to provide the Course;

11.1.4. the Learner / Client takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.5. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

11.2. The Learner /Client may terminate the Agreement in the following circumstances:

11.2.1. if the Course purchased was misdescribed (however, the Learner / Client may alternatively choose to get the Course re-performed or to get some or all of the Charges back);

11.2.2. if The Company has informed the Learner / Client of an upcoming change to the Course or these Terms which the Learner / Client does not agree with (see clause 14 (Variation));

11.2.3. The Company has told the Learner / Client about a mistake in the Charges for the Course the Learner / Client has purchased and the Learner / Client does not wish to proceed;

11.2.4. there is a risk that performance of the Course may be significantly delayed because of events outside the control of The Company; and

11.2.5. The Company has notified the Learner / Client that it has suspended supply of the Course; or

11.2.6. if it wishes to exercise its right to cancel the Agreement in accordance with clause 6.

11.3. Without affecting any other right or remedy available to it, The Company may terminate the Agreement with immediate effect by giving written notice to the Learner / Client if the Learner / Client fails to pay any amount due under the Agreement on the due date for payment. If The Company terminates the Agreement for this reason, The Company will refund any Charges paid in advance where the Course and Course Materials have not been provided, but AAM4Gov may deduct or charge the Learner/ Client reasonable compensation for the net costs incurred by The Company as a result of the Learner / Client breaching the terms of the Agreement.

## **12. CONSEQUENCES OF TERMINATION**

12.1. Where The Company terminates the Agreement the Learner / Client shall return, destroy and delete (as applicable) all the Course Materials that had been provided by The Company unless otherwise agreed in writing; and

12.2. On termination or expiry of the Agreement for any reason, any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

12.3. Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## **13. FORCE MAJEURE**

13.1. The Company shall have no liability to the Learner / Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of The Company or any other party, pandemics or epidemics, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Learner / Client is notified of such an event as soon as practicable, and its expected duration.

## **14. VARIATION**



14.1. The Company reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Course. In these circumstances, The Company shall notify the Learner and explain the changes. A copy of the updated version of the Terms can be found on the AAM4Gov website or is available on request from The Company.

## **15. WAIVER**

15.1. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **16. SEVERANCE**

16.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

## **17. ENTIRE AGREEMENT**

17.1. The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

## **18. ASSIGNMENT AND SUBCONTRACTING**

18.1.1. The Learner / Client shall not, without the prior written consent of The Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in The Company sole discretion.

18.2. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

## **19. NO PARTNERSHIP OR AGENCY**

19.1. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

## **20. THIRD PARTY RIGHTS**

20.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

## **21. NOTICES**

21.1. Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by post or email to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

21.2. A correctly addressed notice sent by pre-paid first-class (or equivalent) post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email).

## **22. GOVERNING LAW**

22.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

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