

General Terms and Conditions

1 Introduction

These General Commercial Terms and Conditions are issued by the company POTIFOB s.r.o., registered seat: Adyho 597/43, 900 45, Malinovo, Slovakia, Company No.: 44811829, Corp. TAX No.: 2022845561, Corp. VAT No.: SK2022845561 (hereinafter called just "POTIFOB").

These General Commercial Terms and Conditions (hereinafter called just "Terms") regulate business relationships between POTIFOB and its customers related to the provisioning of any training, courses, seminars, publications & education events (hereinafter just "courses") organised and/ or supplied by POTIFOB.

2 Commercial Terms

2.1 General Rights and Obligations of the Client, Course Participant & POTIFOB

1. POTIFOB will supply to the customer ordered goods and services against payment.
2. Unless agreed otherwise explicitly and in writing, payment is to be made in advance in full into the bank account of POTIFOB given in the invoice or in cash to POTIFOB.
3. Payment is considered made when it appears in the bank account of POTIFOB.
4. Participants of public courses have a guaranteed course seat from the moment of duly & timely receipt of the course fee for the given participant by POTIFOB.
5. POTIFOB reserves the right to sell the course seat to a different participant in case POTIFOB does not receive payment from the given participant within the due period. Should this occur then any and all claims of the course participant and client are limited to the right to receive re-fund of the payment actually received by POTIFOB.
6. POTIFOB reserves the right to cancel an in-house course should the client not pay duly & on time the agreed invoiced amount for the course and costs related to the course. Such a course cancellation does not establish the right to any claims by the client or course participants towards POTIFOB. In-house courses are courses held at the client's premises (or at another venue agreed with the client) and at dates agreed with the client, whose participants are a closed group – the client's employees.
7. The course participant or the person ordering a course for the participant is obliged to provide POTIFOB with full and timely cooperation, especially with all information needed for the delivery of course materials & pre-course instructions as well as for ordering certification exams. "Needed information" particularly means: each participant's full name and surname, company name and registered seat, billing and delivery address, Company ID No., Tax ID No., VAT No., requested language version of training materials and certification exam, valid e-mail address of each participant.

8. For certification courses timely provision of needed information means providing all information listed above no later than 10 working days before the start of the given course.
9. The participant will receive pre-course preparation materials upon full payment of the advance invoice.
10. All materials provided to the participant remain the property of POTIFOB until receipt of full payment by POTIFOB.
11. All course participants are obliged to adhere to trainer's instructions, come to sessions on time, not to miss out any sessions (whether partly or fully), to behave respectfully and in line with generally accepted good manners.
12. The trainer is entitled to expel from the training and/ or not to admit to certification exams any course participant who would breach the above stipulation and/ or disrupt the course in any other manner or in case the student shows signs of contagious disease or does not follow applicable epidemiological measures and recommendations. In such a case neither the participant nor the ordering party have any refund rights, and they are not entitled to any other claims towards POTIFOB or the trainer.
13. POTIFOB reserves the right to cancel or postpone a public course due to objective reasons. For courses with guaranteed dates, lack of participants is not considered an objective reason.
14. Unless explicitly agreed otherwise in writing, the client is responsible for providing a training venue for an in-house course at his own costs, and the venue has to meet the minimum standard defined below.
15. Training venues for in-house courses have to meet the following minimum standard:

The training room and the desks in it have to be large enough to allow each of the participants to open 2 A4 size books simultaneously. During the exams students must have minimum 1 m space between them.

U-shaped seating is preferred as long as each participant has good sight on the trainer and the screen.

Following equipment is required:

- beamer
- projection screen or a white wall suitable for projecting
- whiteboard or flipchart and markers
- power extension with two sockets for beamer and laptop
- a desk for the beamer (if the beamer is not ceiling-mounted)
- desk and chair for the trainer.

Tea and coffee available to the participants upon arrival to the course as well as during morning and afternoon breaks (buffet lunch or standard two-course lunch) and unlimited access to non-alcoholic drinks (e.g. drinking water).

For each participant: a pen, pencil with eraser (or a separate eraser), highlighter, a pack of self-sticking page tabs and a name tag or paper for producing a name tag.

The training room has to be regulated to a temperature between 20 and 25 degrees Celsius and sufficiently noise-free to ensure undisturbed course delivery.

16. The trainer has the right to reject to carry out an in-house course or to interrupt it should the training venue not meet the minimum standard described above. This does not entitle the client to any refunds, nor would POTIFOB give up its right to receive payments of the course fee and other payments related to the course.
17. POTIFOB will deliver the course as defined in its offer, based on which the client placed the order to POTIFOB.
18. The delivery of certification exams, their marking and announcing the results as well as the production and delivery of exam certificates is the responsibility of the respective examination institute (not of POTIFOB).
19. The correct setting of firewall and other protective equipment on technical devices which allow client to connect to virtual courses via a video conferencing platform or allow client to launch e-learning videos from cloud storage is the client's responsibility.

2.2 Order

1. For the order to be valid, all required data have to be filled in truly and fully.
2. Each order has to contain: full name and surname of the buyer or full company name including Company No., Tax and VAT ID, post and billing address, subject of the order, selected course date and location, contact e-mail address, full names and surnames of all participants.
3. Filling in the online order form does not guarantee a course seat. The order is accepted when confirmed by POTIFOB in writing (usually via e-mail).

2.3 Price

1. Valid public course prices are listed at POTIFOB's website. The price of in-house courses is agreed in writing between POTIFOB and the client.
2. The price of public courses includes all needed training materials, lunches and refreshments during the presence course. In case of PRINCE2, ITIL certification courses the price of public courses includes also the same name certification exam fees (1 attempt per person & exam), unless explicitly agreed otherwise with the course participant.
3. Fees for certification exams must be paid in full in advance. We order certification exams from certification institutes only after receiving payment for them.
4. If you take the certification exams more than a year after ordering and paying for them (applies to "paper" exams), their price will be increased according to the current POTIFOB price list.

2.4 Course Cancellation & Date Change Fees, Exam Postponement & Re-Exam Fees

1. Fees for *cancelling* an in-house course or participation in an open course are as follows:

- If cancelling course participation at least 1 working day before course start, the client is entitled to a refund of the course fee less actually arisen costs (i.e. the price of the shipped materials including license fees, materials postage, packaging & delivery fees, any costs related to exams ordering and cancellation, trainer's travel and accommodation costs, training room rental costs, the trainer fee per participant/s cancelling + any other arisen costs). The arisen costs will be calculated by POTIFOB and the customer undertakes to accept the costs calculated this way by POTIFOB as rightful without objection.
- In case of a no-show or cancelling course participation on the course day or during the course, a cancellation fee of 100% of the course fee is charged.

2. Fees for *postponing* participation in a public course or an in-house course date are as follows:

- more than 10 working days before start of the originally ordered public course or more than 20 working days before the originally ordered in-house course start date: free of charge
- 10 or less working days before start of the originally ordered public course or 20 or less working days before the originally ordered in-house course start date: 100 EUR + VAT or in the Czech Republic 2 500 CZK + VAT for each person & course plus any actually arisen cost to POTIFOB (e.g. travel, non-refundable part of the accommodation price and of the trainer fee). The arisen costs will be calculated by POTIFOB and the customer undertakes to accept the costs calculated this way by POTIFOB as rightful without objection.

3. Fees for *postponing* the exam date for a course student has actually been participating in are:

- in line with the price lists of their providers/ certification bodies, but no less than 100 EUR + VAT per person & postponement or in the Czech Republic 2 500 CZK + VAT per person & postponement.

4. Fees for *postponing* the exam date for student who will not participate at course are:

- 10 or less working days before start of the originally ordered exam - any actually arisen cost to POTIFOB
- In case of cancelling exam participation at exam date because of illness, a cancellation fee 50 EUR/ 1 250 CZK + VAT is charged. Proof from a doctor is required.
- In case of a no-show or cancelling exam participation from any other reason, a cancellation fee of 100% of the exam fee is charged.

5. Re-Exam Fees:

- you can find prices at www.potifob.com.

Requests to cancel or postpone a course, postpone an exam or re-sit the exam have to be placed in writing via e-mail to asistentka@potifob.com or via a registered letter to POTIFOB (e-mail being the preferred form).

In case of training/exam postponement by the request of the training participant, substitute training/exam date will be offered to training participant according to the capacity of POTIFOB.

2.5 Delivery Terms

1. The course location is the location stated in the order confirmation.
2. Participants' travel and accommodation costs are not included in the course price. These have to be covered in full by the client/ participants.

2.6 Intellectual Property Rights (IPR)

1. All materials provided by POTIFOB are subject to IPR.
2. All IPR related to the materials provided remain the property of POTIFOB or the owner/s of these IPR acknowledged in the given materials.
3. The buyer commits not to copy, publish, rent out, re-sell or spread these materials in any other way without the prior written & explicit consent of POTIFOB or the owner/s of these IPR acknowledged in the given materials.

2.7 Privacy Protection

You can find whole privacy policy at [Privacy Policy](#).

2.8 Closing and Transitory Regulations

1. These Terms are valid in the wording published at POTIFOB's website www.potifob.com.
2. Relations, rights and obligations not regulated by these Terms are subject to the Law of England & Wales.
3. The buyer declares that s/he has, before placing the order, made him/herself familiar with these Terms and that s/he fully agrees with them.