

Learning Tree International Government Terms and Conditions

Learning Tree International limits the provision of its educational services to employees of corporations, partnerships and Government organizations who are sponsored by their respective organizations. This agreement is between Learning Tree International and the employer.



GUARANTEE OF QUALITY: Our Guarantee of Quality provides our customers with the opportunity to attend the course of their choice — and then pay only if 100% satisfied with the value of the course. If a customer sends us a written notice of dissatisfaction with a course within 60 days of the course start date, the customer will have the option of retaking the course at no charge, applying tuition fees against another course attendance, or receiving a full refund of any course tuition paid and cancellation of any unpaid invoices for that course. If a customer used a Government Training Passport or Government Training Voucher for the course, we will not count the attendance against the Government Training Passport or Government Training Voucher used.

TERMS FOR PUBLIC COURSES PURCHASED UNDER A GSA SCHEDULE

INDIVIDUAL COURSE ATTENDANCE: The course tuition is due and payable within thirty (30) days after the later of the invoice date or the start date of the course.

COURSE TUITION: The course tuition includes instruction; course materials; the use of software, computers and other technical hardware as appropriate to the course; and Learning Tree Certification Examinations. ITIL course attendees that would like to retake their ITIL course or exam must do so within 12 months of the original course date and will not be charged for their retake. If an attendee fails an exam and then two retakes, the attendee must re-attend the course before taking the exam again. Learning Tree International also provides light refreshments during morning and afternoon breaks. The course tuition does not include sleeping rooms, meals, travel or any other expenses that may be incurred by our customer. Any and all applicable taxes will be invoiced.

SUBSTITUTIONS PERMITTED: We welcome the enrollment of a qualified substitute in an enrollee's place, provided the customer notifies us in writing before the first day of the course (excludes PRINCE2®, ITIL®, COBIT®, MSP® and Change Management courses). 100% of any prepaid course tuition will be credited against the course tuition of the substitute. However, the substitute may not take advantage of any discount program. Government Training Passports are nontransferable and therefore are not eligible for substitution.

FLEXIBLE TRANSFER/CANCELLATION: If a customer would like to cancel or transfer their course, they must notify Learning Tree prior to two weeks before the start date of the course or within seven days of registration. If a customer transfers to another course prior to two weeks before the start date or within seven days of registration of the course in which originally enrolled, 100% of any prepaid course tuition will be applied toward the course tuition for the subsequent course. If a customer needs to cancel an enrollment two weeks prior to the start of the class or within seven days of registration, we will refund 100% of any prepaid course tuition for that enrollment. If a customer does need to transfer or cancel a course within two weeks of the start date of the course or after seven days from the date of registration, a fee equal to 50% of the price of the course will be assessed for any standard attendances. Attendances associated with a Learning Tree program such as (Passport, Voucher, etc.) will be assessed a \$500 fee. Training Passports cannot be used after the expiration dates, and a course cancellation or transfer by the customer will not extend a Training Passport expiration date.

PREMIUM COURSES: Learning Tree Premium Course is any course that includes 3rd party materials, exam vouchers, certifications, specialized instructors, special software licenses, or premium labs and course kits. A course could have one or all of these attributes to be considered a Premium Class. The cost to execute these courses are higher than our standard Public Courses. Learning Tree reserves the right to designate courses as Premium based on these or other high costs associated with executing these events.

TERMS FOR ON-SITE COURSES PURCHASED UNDER THE GSA SCHEDULE

The course tuition fee for Government On-Site Courses is due and payable within thirty (30) days after the later of the invoice date or the course start date. We do not impose any fees or penalties for rescheduling or canceling any Government On-Site Course. In the event that the customer needs to cancel or reschedule any Government On-Site Course, the customer should contact their Account Coordinator prior to the scheduled course date.

TERMS FOR ALL COURSES PURCHASED UNDER A GSA SCHEDULE

ACCOMMODATION FOR DISABILITIES. We are committed to complying with all applicable federal, state and local laws regarding reasonable accommodations for course participants with disabilities. Accommodations should be requested by a course participant's employer, preferably in writing. In order to plan for and provide effective accommodations, we ask that accommodations be requested as early as possible, and no later than two weeks before the start of the course.

Learning Tree will provide an additional seat in the classroom and a full digital set of course materials for an auxiliary aide upon request. Other requested accommodations will be discussed with a course participant's employer. Accommodations that fundamentally alter the nature of the services being provided, jeopardize safe operations, or result in undue hardship may not be available. Please call 1-800-843-8733 to advise Learning Tree of any need for accommodation.

SECURITY. The customer agrees that all course participants will abide by security measures in effect at the course location.

COURSE POSTPONEMENTS. At times, we must change a course location, course date or postpone a course. We will try to give the customer as much advance notice as possible of any such change. We will not be liable for any other costs incurred, including (for example) travel charges or any consequential damages, even if we were advised of them. Changes in course locations, course dates or postponement of courses will not extend a Government Training Passport expiration date.

GSA SCHEDULE. GSA Schedule purchases should reference our GSA contracts: IT Schedule 70 (GS-35F-369CA); MOBIS 874 (GS-02F-0182Y). Our GSA price list, including specific terms and conditions, is available at www.gsadvantage.gov.

COPYRIGHT/ INTELLECTUAL PROPERTY. The customer can use any course materials provided or made available in connection to our courses or our partners/vendors courses solely during and for the purposes of the course, and does not have any ownership interest or license to these materials for any other purpose, use, or time. All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided or made available in connection with our courses or our partners/vendors courses remain the sole property of the owner. No part of any course materials may be used for any other purpose, reproduced, stored in a retrieval system, disseminated, or transmitted, or published in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language without the prior written permission from the owner.

INDEMNIFICATION. Omitted

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