

SPSS (UK) Ltd Public Training Terms and Conditions

1. In order to book on the SPSS Public Training Course (including Web-Based Training ("WBT")) of your choice you must complete the SPSS Education Order Form either online at <http://training.spss.co.uk> or send your completed form to SPSS at the address indicated on the SPSS Education Order Form. Your registration will be confirmed once the completed SPSS Education Order Form is received and accepted by SPSS.
 2. An invoice will be sent to you upon confirmation of your booking and is payable within fifteen (15) days of the date specified on the SPSS invoice. If your invoice address is outside of the UK then full payment is required at the time of booking. Any payment required hereunder that is made late (including unpaid portions if incomplete payment) shall bear interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law.
 3. All SPSS Public Training Course places are subject to availability.
 4. All SPSS Public Training Courses (excluding WBT) take place at the location specified on the SPSS Education Order Form. SPSS reserves the right to change the location, you shall have the right to cancel your training course within 10 days of receiving the notification without incurring any charges if the new location is not suitable
 5. SPSS reserve the right to cancel advertised courses or amend the public training schedule for any reason at any time. In this event, you will be given the option to re-book your course at another time or will be offered a full refund (excluding any expenses occurred).
 6. SPSS shall own all copyrights, patents, and other intellectual property rights in or associated with any training (and WBT) materials which may be provided to SPSS Public Training Course attendees.
 7. If you wish to cancel any SPSS Public Training Course (and WBT) for any reason (including sickness and transfer of course/date), we will apply the following terms:
 - more than 4 weeks notice 100% refund
 - more than 2 weeks notice 50% refund
 - less than 2 weeks notice no refund
 8. All cancellations must be made in writing (including email to spstrai@uk.ibm.com) and will take effect from the date of receipt. Refunds are based on the amount originally invoiced including any discounts applied at that time.
 9. If you arrive after the SPSS Training Course has started, SPSS reserves the right to refuse admission and no refund/transfer will be given.
 10. Nothing in these Terms and Conditions shall exclude or limit SPSS' liability for (i) death or personal injury caused by its negligence (ii) deceit (including without limit, fraudulent misrepresentation) or (iii) any liability that cannot be excluded by law.
 11. SPSS makes no warranty with respect to the Public Training Courses. You are responsible for ensuring that you select the Public Training Course which meets your needs and for ensuring that you meet any recommended pre-requisites. SPSS accepts no responsibility for any actions taken by you as a result of any training received from SPSS. The warranties and conditions stated in these Terms and Conditions are in lieu of all other conditions, warranties or other terms which might but for this clause be implied or have effect or would otherwise be implied into or incorporated into these Terms and Conditions, whether by statute, common law or otherwise, all of which are hereby excluded (including without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care) to the fullest extent permitted by law.
 12. Save as provided above SPSS shall have no liability to you for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): (i) loss of revenue (ii) loss of actual or anticipated profits (iii) loss of business, (iv) loss of opportunity, (v) loss of goodwill or reputation (vi) loss of, damage to or corruption of data, (vii) loss of anticipated savings or (viii) any indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in this Clause (i) to (viii)) and, in each case, whether such losses or damage are caused by or arising from breach of contract, negligence or other tort, or otherwise.
 13. Save as is provided in Clause 9 and subject to Clause 11, SPSS liability arising under these Terms and Conditions shall in no event exceed the amount paid or payable for the Public Training Course to which the claim relates.
 14. SPSS shall not be liable for delays or non-performance of any Public Training Course occasioned by strikes, fires, accidents or other causes beyond the control of SPSS.
 15. If a part of these Terms and Conditions are held unenforceable or invalid or prohibited under law, it shall be struck from these Terms and Conditions and shall not affect the enforceability of the other parts of these Terms and Conditions.
 16. These Terms and Conditions shall be interpreted under the laws of the UK and the parties submit to the exclusive jurisdiction of the UK courts.
 17. SPSS shall have a right to assign or transfer this Agreement to International Business Machines Corporation (IBM) or an IBM subsidiary without the consent of Client.
- ### Special Terms relating to Corporate Card/Six Day Card
1. Corporate Cards and Six Day Cards are valid for 12 months ("Validity Period") from the date of purchase (i.e. submission of this form to SPSS) and are non-refundable once purchased.
 2. Each Corporate Voucher is the equivalent of one day of public training for one person. Cards are not transferable and can only be used by staff of the participating organisation and must be signed by an authorised signatory.
 3. Corporate Cards can be redeemed against any public training course listed on the training schedule.
 4. To book your place on any of the Public Training Course(s) using a Corporate Card or Six Day Card, please complete the SPSS Education Order Form and quote your reference number.
 5. Corporate Cards/Six Day Cards credit unused at the end of the Validity Period will not be refunded or carried over.
 6. The use of Corporate Cards and the Six Day Cards as payment for a course disqualifies the attendee from receiving any other discounts that may otherwise apply.
 7. Course places are subject to availability and it is the responsibility of the participating organisation to book places within the Validity Period.
 8. Corporate and Six Day Cards can only be redeemed against Public Training Courses offered by the SPSS office in the country where the Corporate or Six Day Card was purchased.
 9. The Six Day Card is only valid for the person named on the SPSS Education Order Form, irrespective of whether payment is made by the individual or their organisation.
 10. The Six Day Card is not transferable between individuals and only the individual nominated on the SPSS Education Order Form will be entitled to attend the six days of public training.
 11. No cash refunds will be available to Corporate Card and Six Day Card holders, they will have the appropriate number of days allocated back and will be made available for future course bookings until the end of the Validity Period of the Corporate Card or Six Day Card..
 12. In the event Client breaches any of the provisions relating to use of the Corporate Cards or Six Day Cards SPSS reserves the right to cancel any remaining credit or days immediately, without refund of the remaining value.
- ### Special Terms relating to On-demand and Live WBT
1. You will be required to enter a user name and a password. This will be issued to you once your order is processed. Please keep this information in a secure place. If you have any problems please contact the SPSS UK Training Department on (01483) 719203.
 2. If you are having difficulties opening or running the web based courses, please contact SPSS Training at spstrai@uk.ibm.com.
 3. To ensure that you can use the On-demand WBT system, we advise that you test the following link before you order.

To access the course, go to:
<http://www.spssodl.com/spss/doProcess> and login with the details below:

Username: guest@spss.com
Password: guest1
 4. Please allow 24 hours for us to process your order before attempting to access your On-Demand WBT course(s).
 5. For Live WBT Course(s) it is your responsibility to ensure that you can access the Live WBT system before the scheduled commencement of the WBT Course(s).
 6. SPSS will use reasonable efforts to run the Live WBT Course(s) at the time advertised. SPSS will give you access to the On-Demand WBT course for six (6) months only, which will begin no later than one (1) business day after the date of order. SPSS makes no warranty as to the service, but if the service is unavailable through the fault of SPSS, you must immediately report the problem to SPSS. If it is confirmed that the service is unavailable due to the fault of SPSS, SPSS will extend the period of use by the equivalent period for which the service was unavailable.
 7. Only the users named in the order form shall have access to the WBT course. The WBT is non-transferable. SPSS reserves the right to cancel a user access at any time if it is determined that access privileges are not being used appropriately.
 8. An Online Troubleshooting Guide is available. No further Technical Support will be offered.