1.0 The Ordering process

1.1 Checking Your Order

It is up to you to check that your order is correct. There are facilities to enable you to correct any inputting errors prior to the submission of your order. If however you realize that you have made a mistake then please call us and we will see whether it is possible to intercept the order before it is accepted by us. Please note that our online courses are compatible with 99.9% of MAC based computers. If the course is not compatible with your MAC, or you would like to access the training from an iPad, please contact us for a alternative log in.

1.2 Acceptance of Orders

We are not obliged to supply goods or services to you until we have confirmed acceptance of your order and this is when the contract is made. This is generally done via email under the heading "Confirmed Order". If you have not supplied us with an email address then we will send a written "Confirmed Order" to you at any other address that you have given to us.

1.3 Refunds and Cancellations

If a course is booked or held and a request to cancel is received in writing within the 14 days period, then this will be granted. In the event of a refund, following administration fee will apply:

#	Course Cost	Administration Fee
1	Up to £2,500	£ 150 +VAT
2	£2,500 - £5,000	£ 200 +VAT
2	£5,000 - £10,000	£ 600 +VAT
2	£10,000 or more	10% +VAT

Once a course has been accessed, we cannot grant a refund. Please ensure you have the correct course before ordering. In addition, exam vouchers must be used within 14 days of being dispensed by our examination team. Please note, refunds are not available for discounted products. No refunds will be given 4 weeks prior to the classroom start date.

If you have purchase a course using finances with Etika, Deko or future finance you have 14 days to cancel your finance without additional charges being applied.

If you need to change the date or can not come to the classroom we will need to know in writing 4 weeks prior to the classroom start date or you will have to pay for the class again.

1.4 Payments

To qualify for the free high street voucher offer, a minimum spend of £100 is required by the friend or colleague.

1.5 Partial Payments

Any delay in payment by the agreed payment date may incur a £10 administration fee also the training course and all the resources may be suspended until any missed payments are brought back up-to-date. If a payment has been declined for any reason we will reattempt the payment within 45 working days. We will inform the payee by either text, email or phone call before payment is attempted at least two working days notice before.

1.6 Failure to comply

When a payment scheme has been agreed and contracted into and cleared funds covering the first payment has been received by Robust IT then the relevant course(s) or portions of courses will be made available to the purchaser, for the agreed amount of time (e.g. 12 months).

Failure to comply with any agreed payment plan by the purchaser will result in the relevant course(s) or portions of courses being suspended, Robust IT reserves the right to suspend any training course in these circumstances. After 3 months payments have been missed.

As a result of non-compliance with the payment plan the purchaser will not be eligible for any refunds on monies paid to date.

1.7 Course Packages (Including Exams)

All course licenses are 12 months unless otherwise agreed prior to setup in writing. As such all exams on a student's account must be taken before this 12 month license expires. Exam credits will be given only on exam booking. When a package of courses is agreed, the subsequent course must be commenced within 12 months and the licence for that course will also be subject to 12 months from commencement.

Any course package which is over 12 months expiry period must be agreed by Robust IT in writing and upon request the customer must provide the written confirmation.

As the exam vouchers are controlled via a third-party vendor (Microsoft, CompTIA, Cisco etc.), if a course is paused, we are unable to pause the licence on the vouchers. The licence of the voucher(s) will begin when the course is purchased and will end after 12 months, unless otherwise stated. Vouchers will be provided only when the courseware has been completed and three-four of the associated mocks exams have been completed with 85% or above, at least three in certification mode. Vouchers will only be provided to the student when the tutoring team are confident that the student is ready for the exam, as they will have to be re-purchased.

When a package of courses are provided, if having taken one of these courses, (and exam if applicable), it will not be possible to refund this under any circumstances and the full price will then be applicable.

Please Note: As the exams are conducted through either PearsonVue or Certiport, and due to the data protection policies they have in place, we are unable to make any changes to exam bookings. The student will need to contact the relevant exam proctor directly. Where an exam is cancelled the full cost of the exam will be applied to the student.

1.8 Ordering Online

Our order system encrypts all your personal information including your name, address and credit or debit card details using industry standard secure socket technology (SSL). This is intended to ensure that information passed between your computer and this site cannot be read in the unlikely event that it is intercepted by someone else. All prices quoted are in sterling (UK pounds). Due to fluctuations in supplier price, we reserve the right to change our prices without notice. Although any such price changes will be applied instantly to this web site, allowing you to be aware of them before ordering.

1.9 Trading Hours and Response Times

Our office hours are 09:00 to 18:00 UK time. All orders and quotations received are acknowledged by email. Customer emails received by us will be responded to within a maximum of two working days of receipt unless circumstances beyond our control prevent this.

1.10 Exams and Re-Takes

Exam booking requests must be made at least five working days before the desired examination date.

If exam vouchers are requested by the student without the full completion of the courseware and/or mock exams, the student agrees that they will forfeit all access to courseware, mock exams, live labs and support.

Please Note: If you fail to appear for the exam for any reason, we will not provide the resit/replacement voucher for that exam.

RE: Part Payments - Exam vouchers will only be supplied if all monies are paid through the agreed part-payment plan. If exam vouchers are requested by the student without the full completion of the courseware and/or mock exams, the student agrees that they will forfeit all access to courseware, mock exams, live labs and support.

If included within the training package purchased from Robust IT, free re-takes will only apply if students achieve a pass mark of 85% or higher on all provided mock exams. Free re-takes are only applicable to exams that have been booked through Robust IT.

Where a course is sold with unlimited resits if an exam is failed it maybe required for the student to complete a retraining programme with our trainer refusal to do this will mean that the unlimited re sit offer is void and the student will only receive one re sit per module.

To qualify for a free re-sit of any exam, students must first sit any supplied mock exams and pass three tests in 'Certification mode', with at least one result surpassing a score of 90%.

The student understands that if they are unsuccessful in their exam attempt, they must wait a minimum of two weeks before booking the resit.

If payments are not kept up-to-date, then the student will lose their rights to resits/unlimited resits.

Please note: MTA & MOS exams do not qualify. All mock exams are issued with a 180-day licence, after this period of time students will need to purchase a new mock exam licence.

All exam re-sits are at the discretion of the management. Please also note that mock exams for MTAs are valid for only 30 days. If additional time is required, the student may be required to pay an additional charge.

Anyone taking Microsoft MOS please be aware that free resits are only accepted at Microsoft Exam Centres that accept the Microsoft exam vouchers. The re-sit will also have to be taken within 30 days of the initial exam. Please also note that exams centres can charge a centre fee, and this is beyond our control.

Prices quoted on Exam Vouchers are only good for one day. This is due to prices changing regularly.

1.11 Re-scheduling classroom training or exam

We reserve the right to re-schedule any classroom training or exams for up to three times if necessary. We also reserve the right to change from any classroom training to webinar training when circumstances make this necessary.

Terms & Conditions.

2.0 Websites & Courses

Please read these terms and conditions (the "Terms"), which apply to your use of any and all courses and any and all course materials as well as the following websites, including any subdomains thereof:

www.robustittraining.com

Please read our **Privacy Policy**, which applies to any personal information collected from you when you use any of the Websites. Robust IT Limited is registered at Companies House.

For details or enquiries regarding this, please visit the Robust IT website or Contact us.

2.1 Definitions (These definitions apply to the whole of the document)

- "Robust IT" means Robust IT Limited.
- "Course material" means, but is not limited to any online, digitally stored or hard copy documents, materials, Tests, Tutorials or files produced or provided by Robust IT that provides detailed or specific information with respect to the Course Materials that these Terms cover.
- "Course" means the Course license, which is granted upon registration and payment for that Course.
- "Fee" means the fee payable for the Course Study Material and shall include any VAT payable but excludes all delivery charges, any import duties, taxes and customs clearances which may be payable.
- "Terms" means these General Terms and Conditions and any other agreed upon Terms of Use with Robust IT.
- "Website" Any of Robust IT's websites or other websites explicitly mentioned in these terms in regards to coming under these terms.
- "you" means the individual purchasing the Course and users of the Course material.

2.2 If you do not accept these terms

Access and use of any of the Websites and / or courses and course materials, are provided by us subject to these Terms. In using any of the Websites and / or courses and course materials, you are accepting these Terms and acknowledging that you have read them, as well as the Privacy Policy. If you are unhappy with these Terms you should not use any of the websites and / or courses or course materials.

If using any of the Websites and / or courses and course materials, from outside the UK other laws may apply. We are not subject to local laws applicable in other countries and the Websites and / or courses and course materials, may not be compliant with those local laws. If you are unhappy with this you should not use any of the Websites and / or courses and course materials.

2.3 Updates and changes to these Terms

These Terms may change from time to time by updating this page. You should review this page regularly. Your continued use of the Websites and / or courses and course materials, after changes have been made will be taken to mean that you have checked the Terms and you are accepting these changes to the Terms and acknowledging that you have read them, as well as the **Privacy Policy**. If you are unhappy with any changes to the Terms you should not use any of the websites.

2.4 Intellectual property rights (inc. btm-copyright)

The Websites and all the materials contained within or on, and / or courses and course materials, are protected by intellectual property rights. Materials include, but are not limited to, the appearance, design, documents, graphics, layout and look on the website, as well as all other content on the Websites such as articles and other text. All btm-copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) subsisting in the design of, or materials on, the Websites we are entitled to use, we own or is licensed to us.

Except as provided in these Terms, you may not redistribute, copy or republish or otherwise make the materials on the Websites, and / or courses and course materials, available to any other person, organisation or group without our written permission (including, but not limited to "caching" any material and "mirroring" any material). You may print or download materials from the Websites, and / or courses and course materials, for your own personal and non-commercial use provided that:

- No materials are modified in any way
- No graphics are used separately from it's text
- Our btm-copyright and trade mark notices appear on all copies
- You acknowledge the source of the material.

If you have our written permission to provide these materials to any other person, organisation or group, you must ensure they are made aware of these restrictions. You can also permit your computer to make an electronically stored, transient copy of the content on the Websites only for the purpose of viewing it while connected to the internet (but you may only make one copy of any such content).

2.5 Information or data posted - sent or uploaded by you

There may be places in or on the courses and course materials and/ or pages on the Websites (including but not limited to):

www.robustittraining.com

Where you can post, send or upload information or data on the Websites of, or Course materials provided or produced by Robust IT. If you do this we will take this to mean that you have read and accepted these Terms. You must not post, send or upload any content or information unless:

• You own or have appropriate rights to use the intellectual property rights subsisting in or relating to that content and information

And/Or

• You are sure that posting, sending or uploading the same does not infringe the rights (including but not limited to the intellectual property rights) of any other person or organisation.

You Must Not Post Any Information Or Data Which

- Is or could be considered defamatory, derogatory or in appropriate with regard to Robust IT Ltd, its customers or clients or any other person or organisation
- Which contains any confidential information about Robust IT Ltd or another person or organisation (unless you have our permission or that of the other person or organisation)
- Contains any offensive, obscene or criminal content or any other content which may cause embarrassment to Robust IT Ltd, its customers or clients or any other person or organisation
- Contains any personal information about another person including (this list is not exhaustive) names, contact details and sensitive personal data (for example, information about an identified or identifiable individual's mental or physical health, racial or ethnic origin, religious or other beliefs).
- You may request your personal information if you meet the requirements below:
 - You must have express written permission from the person whose information is requested about or it be yourself.
 - There is an administration fee of up to £ 50 depending on the level of details required. As we come under the data protection act for personal information. Please see link: www.ico.org.uk

Our Privacy Policy and the Information Commissioner's website provide more information about what is personal information and sensitive personal data. We are not responsible for any content and/or information which you post, send or upload onto the Websites. We reserve the right to withdraw any such content and/or information without notice and at our sole discretion and to pursue any cause of action against you available to us under applicable laws.

2.6 Accuracy of content on the Websites and / or courses and course materials

We do not represent that information contained on or available via the Websites and / or courses and course materials, is accurate or complete and accordingly it should not be relied on as such.

Any arrangements made between you and any other person, using or named on the Websites and / or courses and course materials, is entirely at your own risk and responsibility.

Information contained in or accessible via the Websites, and / or courses and course materials, may change from time to time. We may make improvements or alterations to the Websites, and / or courses and course materials, at any time and without notice. We may modify, withdraw or deny access to the Websites, and / or courses and course materials, at any time.

2.7 Links to non-Robust IT websites

We may link to other websites which are not within our control. Such links would be provided for your convenience. In addition, other websites outside our control may link to the Websites.

We are not responsible for the content of any external sites we provide links to or which link to the Websites. You should exercise caution and check you are happy with the terms and conditions applicable to any other website that you visit. No link is intended to be, nor should be construed as, an endorsement of any kind by us of another website.

Terms & Conditions.

3.0 Liability

We do try and ensure our website, courses and course materials are as accurate and error free as possible and make efforts fix any issues. However we cannot guarantee that the use of the Websites, and / or courses and course materials, will be compatible with the hardware and / or software you use, or that it will be uninterrupted or error free or virus free or that any defects on the Websites, and / or courses and course materials, will be fixed by us (unless we are obliged by law to fix them, such as issues within our control regarding our obligations under the Data Protection Act 1998 to keep personal information secure). However we do try and ensure our courses are as accurate and error free as possible and make efforts fix any issues.

3.1

Please ensure that you regularly check for and protect against viruses when using the Websites, and / or courses and course materials, on any hardware device. We make no statement about the suitability of the content, information, products or services which is made available via the Websites. Accordingly, all warranties and terms and conditions implied by statute or otherwise are excluded to the fullest extent permitted by law (please see directly below for more details). For example, we make no warranty that this web site is free from computer viruses or any other malicious or impairing computer program.

3.2

We exclude all liability to the fullest extent permitted by law (please see directly below for more details) for damages and direct, indirect or consequential loss (including but not limited to pure economic loss, loss of business, revenue or profits, business interruption, depletion of goodwill and like loss) incurred by you and / or any other person and which arises out of or in connection with your use of or inability to use the Websites or its content, and / or courses and course materials, whether that liability is in contract, tort or otherwise.

We do not exclude or limit our liability (if any) to you, for any matter for which it would be illegal or impossible under law for us to exclude or to attempt to exclude liability.

The internet is not a secure means of communication. Emails may be intercepted by other people or organisations. You should not send any communication to us through the Websites or by email, in particular which contains personal information (including sensitive personal data) and/or confidential information about you or any other, unless you accept that any such communication is sent at your own risk and on the understanding that we would not be liable for any loss that you might suffer as a result (except for losses which cannot be excluded or limited at law, as referred to directly above).

3.4

The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded. Except as set out in these Terms, Robust IT shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- Indirect or consequential losses
- Loss of income or revenue
- Loss of business
- Loss of anticipated savings
- Loss or corruption of data

3.5

Robust IT is not responsible to you for any data that you lose as a result of accessing the Website or Course or Course Materials. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer you use.

3.6

Except as otherwise set out in this section "Limitation of liability", Robust IT's maximum aggregate liability to you for any claims that you may have against Robust IT for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, your use of the Website, Course and / or Course Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you or on your behalf.

3.7

Robust IT will not be held responsible for any delay or failure to comply with its obligations under these conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not affect your statutory rights.

3.8

Each provision in these terms shall be construed separately as between you and Robust IT. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be

valid if some part thereof was deleted, such provision shall apply but with such modification as may be necessary to make it valid and effective.

3.9

It is not advisable to study for extended lengths of time without taking any breaks. We recommend for your own benefit that you do not study for any longer than 2 hours at a time

3.10 Third Party Courses

Please note MOC On-Demand is run by Microsoft, therefore once you have activated your course redemption code you are no longer entitled to a refund.

3.11 Disclaimer

The Course Materials are for educational purposes only. Robust IT will not accept any responsibility to any party for the use of these Course Materials for any purpose other than for educational purposes, including but not limited to the giving of advice by you to any third party, making or not making any dietary or lifestyle changes for any reason.

Terms & Conditions.

4.0 Privacy and Data Protection

Any personal information which you provide to us by which we could identify you as a living individual (whether by taking that information by itself or when using it in conjunction with other information which we hold or are likely to hold) is processed by in accordance with our Privacy Policy. In our Privacy Policy we explain, that your personal information may be used to enable Robust IT to:

- Provide information and marketing related to our products and services
- Carry out statistical analyses regarding the products and services offered by us
- Improve our, efficiency, results, communications, marketing, processes, standards and procedures as a result of such information and marketing services and statistical analyses referred to above

Terms & Conditions.

5.0 Contracting Online

Nothing on the Websites is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these Terms which govern the relationship between us in relation to your use of the Websites.

If you make a contract with a third party who is named or referred to on the Websites, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

Law governing the Terms Use of the Websites, and / or courses and course materials, and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms shall be governed by the laws of England and Wales.

5.1 Jurisdiction

The Course Materials are for educational purposes only. Robust IT will not accept any responsibility to any party for the use of these Course Materials for any purpose other than for educational purposes, including but not limited to the giving of advice by you to any third party, making or not making any dietary or lifestyle changes for any reason.

5.2 Other Agreements With Robust IT

The terms outlined in the general terms and conditions for orders, websites & courses is in addition to the license agreement. One agreement does invalidate the other and both, once accepted, are binding. Should any conflict of the terms occur then the terms presented in these general terms and conditions take precedence.

Terms & Conditions.

6.0 Dignity at Work

If it is felt that continual misuse or abuse of phone support, courseware or software provided by Robust IT, then we hold the right to withdraw from supporting the student via phone calls, and will only respond via email or written letter.

Terms & Conditions.

7.0 Consumer Contracts (Information, cancellation and additional charges)

7.1 Limiting cancellation rights

On accessing the course Cancellation rights under the CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS DECEMBER 2013 are excluded from this contract and no refund will be allowed under this act.

Where cancellation rights apply, the consumer cannot waive those rights (although the consumer is of course free to choose not to exercise their right to cancel). However, provided that the consumer has been made aware, precontract, of their obligations with regard to payment for services or products used, and the trader has obtained express consent (on a durable medium for off-premises services) for the commencement of services in the cancellation period, then if the consumer later cancels, the trader may deduct money for goods used, or recoup the cost of any services delivered until the point of cancellation.

7.2 Can my customer waive their cancellation rights?

Where cancellation rights apply, the consumer cannot waive those rights (although the consumer is of course free to choose not to exercise their right to cancel). However, provided that the consumer has been made aware, precontract, of their obligations with regard to payment for services or products used, and the trader has obtained express consent (on a durable medium for off-premises services) for the commencement of services in the cancellation period, then if the consumer later cancels, the trader may deduct money for goods used, or recoup the cost of any services delivered until the point of cancellation.

Terms & Conditions.

8.0 Disclaimers

8.1 APMG International

The APMG-International and Swirl Device logo is a Trade Mark of The APM Group Ltd. Use of this Trade Mark on this website has been authorised solely for marketing purposes. All rights reserved.

Terms & Conditions.

9.0 Complaints Procedure

If you're having an issue with a member of staff or your training that can not be taken care of over the phone then you can log a complaint:

- 1. Email compliance@robustit.co.uk with your complaint
- 2. We will respond to the complaint within 14 working days
- 3. We may ask for evidence to back up your complaint
- 4. We may ask for more time to allow us to investigate thoroughly
- 5. If you are not happy with the outcome of the complaint then you can ask to escalate on request. Please ask the person who has been handling your complaint.

Complaints procedure