



## Pilz Training Courses

Terms and Conditions

**PILZ**  
THE SPIRIT OF SAFETY

## **Terms and Conditions**

### **1. GENERAL SCOPE**

These General Terms and Conditions shall apply to all current and all future training contracts between [PILZ UK] ('Pilz') and the Candidate.

Pilz reserves the right to decline an application on the failure to meet the eligibility criteria or if, in its judgment, a candidate may be unsuitable for or disruptive to the training.

Pilz also reserves to exclude or suspend the attendance of a candidate from the training and/or examination for non-payment of fees, disruptive behaviour or non-compliance with rules of the examination.

### **2. COURSE PRE- REQUISITES**

For each training course pre-requisite criteria are in place to ensure that each candidate understands the minimum knowledge and/ or qualification and/or experience required in order to participate in the training. The general pre-requisites applicable to each training course can be found in the training area of the Pilz UK website.

The training offered is only intended to be available to those who wish to increase their personal competence in machine/automation safety plant as related to their job function.

It is not intended for those who intend to go on to provide the training as a paid for service to third parties.

To ensure the quality and intent of the training attendees may not (during the training delivery, including break time) advertise, propose, or sell

their business or services or that of other businesses or third parties, to other attendees.

Pilz Automation Technology reserves the right to refuse/decline/exclude from the training any applicants who behave, or which Pilz has reasonable grounds to believe they may behave, in such a manner

Pilz Automation Technology, in their sole discretion, may offer other alternative methods of delivery of the training to such applicants.

### **3. CONFIRMATION OF PARTICIPATION**

Candidates who meet the pre-requisite eligibility requirements will receive written confirmation of registration with a quotation. As the number of participants is limited, applications will be accepted on a first-come first-served basis. All provisional bookings must be confirmed with a purchase order within 2 weeks from the date of quotation

By submitting the course application, participants agree to abide by terms and conditions.

Pilz shall contact participants who do not meet the eligibility requirements to advise possible alternatives.

## 5. Fees

The training fee entitles the participant to the following provisions: participation, training documentation and materials, refreshments and buffet lunch, examination fee (where applicable), and TÜV NORD / City & Guilds Assured / Attendance certificate on successful completion of an examination (dependant on course accreditation).

All Fees are due 14 days prior to commencement dates unless a prior agreement exists. Invoices will be raised in the month prior to the course commencement date.

## 4. CANCELLATION

Participants may be substituted as per the below conditions with no extra charge subject to application and eligibility requirements.

Applications for certified TUV courses may only be made at least 1 month prior to the course start date. The substitute may only join the course if they successfully complete the application process and receive confirmation of acceptance.

All other courses may have substitutions up to 2 weeks before course commencement.

Any Course Cancellations / Rescheduling's made less than 2 weeks prior to the course commencement date are subject to a 100% charge.

Training courses that are rescheduled with more than 2 weeks notice can only be rescheduled a maximum of 2 times.

If the training course is oversubscribed or cancelled by Pilz due to insufficient numbers,

participants will be advised 10 working days in advance. Every effort will be made to provide a suitable replacement booking.

Pilz reserves the right to cancel the course in advance of the commencement of training in the event of any circumstances beyond its control. In such cases, its liability will be limited to the refunding of any fees paid in respect of the delivery of the course.

In the event where a training course or session which has commenced but needs to be cancelled or postponed due to illness or unavailability of: the trainer or the facilities; or for technical or systems failure; or any other circumstances beyond the control of Pilz, then Pilz shall refund the value of undelivered training or will re-schedule and deliver the remaining training sessions or remaining parts at a future date, without any further liability or obligation to compensate

## 5. FEES

The training fees stated are per participant and include all tuition and documentation plus any applicable taxes and will be subject to the payment terms of the relevant Pilz country at the invoicing or payment stage.

Fees may be subject to alteration and will be confirmed at the time of booking. The fees do not include participant travel, accommodation or costs for accessing the online course.

## 6. SAFETY

Course attendees should observe all safety guidelines issued by Pilz on arrival to the training. For courses on site at customers' premises, the responsibility for safety lies entirely with the customer. Any damage to materials or personal damage that may occur

within customer premises is the liability of the customer.

## 7. EXCLUSION OF LIABILITY

**Pilz reserves the right to cancel training courses, even after participation has been confirmed. If necessary, Pilz also reserve the right to change the venue and/or time. This shall not constitute grounds for compensation from Pilz.**

Pilz will not be liable for any breaches of these terms and conditions caused by events or circumstances beyond its control such as (but not limited to) strikes, service outages, floods, earthquakes, volcanoes, pandemics and associated public health restrictions, terrorism, civil unrest, transport delays or failures.

Pilz will make all reasonable endeavours to provide accurate course content and materials. However, due to the continuously changing nature of the regulations and standards, Pilz shall have no liability whatsoever in contract, tort, including negligence, breach of statutory rights or otherwise, for any loss or damage suffered as a consequence of or due to information provided during the training.

Pilz, its parent company or affiliates make no warranties or representation either expressly or implied for the training material and Pilz accepts no responsibility whatsoever for errors or omissions in technical information that is provided either verbally or in writing during training or is contained in the documentation. Neither does Pilz accept responsibility for any consequential damage or loss or any loss or corruption to data.

In all circumstances Pilz's total liability shall be limited to the fees paid by the participant except for liabilities that cannot be limited by under the relevant governing law of these terms and conditions

## 8. INTELLECTUAL PROPERTY

All intellectual property associated with the training material remains the property of Pilz, its parent company or affiliates and participants agree not to make any audio, video or other form of recording of the training proceedings. Training material shall not be duplicated, adapted forwarded, utilised, reverse engineered, decompiled or made available to third parties or for unauthorised purposes. The Pilz or CMSE trademark, trade name, design or logo may not be used without prior permission of Pilz. Any infringement shall entitle Pilz to seek compensation.

All course materials etc. are copyright of the Pilz and may not be reproduced in any form or media without the express written permission of Pilz.

All course material can only be used for the purposes for which they were intended.

Pilz reserves the right to adjust the content of any course to reflect any new developments that may occur.

CMSE is a registered trademark of Pilz GmbH & Co. KG.

## 9. TERMINATION

Pilz may terminate the contract with the participant on following instances:

- a. All relevant fees have not been paid before commencement of course;
- b. Participant has breached these terms and conditions or the terms of the Application Form;
- c. Participant acts in a way that is aggressive, abusive or otherwise disruptive towards the trainer or other participants
- d. Participant acts in a way that is likely to damage or bring the brand and name of Pilz, TUV, or City & Guilds into disrepute.

## 10. PRIVACY/DATA PROTECTION

All personal data received in relation to training will be processed in accordance with relevant data protection law, including where applicable, European General Data Protection Regulations (GDPR). For the Pilz general data protection policy please access the following <https://www.pilz.com/en-INT/privacy>

## 11. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the law of the Pilz country and subject to the jurisdiction of the courts of that country.

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