

# Learning Tree International Commercial Terms and Conditions

**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 prepaid 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 Training Passport, Unlimited Training Passport, Premium Pass, or Training Voucher for the course, we will not count the attendance against the Training Passport, Unlimited Training Passport, Premium Pass, or Training Voucher used.

## TERMS FOR PUBLIC COURSES

**COURSE TUITION:** The course tuition is due and payable within thirty (30) days after the start date of the course. In the case of Training Passports, Unlimited Training Passports, Premium Passes or Training Vouchers, the full fee for the Training Passport, Unlimited Training Passports, Premium Pass or Training Voucher Pack purchase is due within thirty (30) days after the start date of the first course attended under that Training Passport, Unlimited Training Passport, Premium Pass or Training Voucher Pack purchase. The course tuition includes instruction; course materials; the use of software, computers and other technical hardware as appropriate to the course; Learning Tree Certification Examinations; and, for qualified courses, free establishment and maintenance of the attendee's education transcript with the American Council on Education (ACE). 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.

**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. 100% of any prepaid course tuition will be credited against the course tuition fee of the substitute. However, the substitute may not take advantage of any discount program, such as our Returning Attendee program, for which he or she is not otherwise qualified. Training Passports, Unlimited Training Passports and Premium Passes are nontransferable and therefore are not eligible for substitution.

**FLEXIBLE TRANSFER/CANCELLATION:** Our flexible transfer/cancellation policy lets our customers enroll early with confidence. We do not impose any penalty for cancellations of enrollments or transfers to another course. **We request that our customers inform us as soon as they can if they intend to cancel or transfer their scheduled course attendance.** If a customer transfers to another course prior to the start 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 prior to the start of the class, we will refund 100% of any prepaid course tuition for that enrollment. Training Passports, Unlimited Training Passports, Premium Passes and Training Vouchers cannot be used after their expiration dates, and a course cancellation or transfer by the customer will not extend a Training Passport, Unlimited Training Passport, Premium Pass or Training Voucher expiration date.

## TERMS FOR ON-SITE COURSES

The course tuition fee for On-Site Courses is due and payable within 30 days following the course start date. We do not impose any penalty if the customer notifies us in writing of the need to cancel or reschedule an On-Site Course at least two weeks before the scheduled start date of the course. Any On-Site Course cancelled or rescheduled by our customer less than two weeks before the scheduled start of the course is subject to a \$3,000.00 cancellation/rescheduling fee. If the event is rescheduled at the time of cancellation to execute within 90 days of the cancellation date, Learning Tree will waive 50% of the cancellation fee.

## TERMS FOR ALL COURSES

**ACCOMMODATION FOR DISABILITIES.** We are committed to assisting course participants with disabilities. Upon written request from a participant's employer, at least two weeks before the start of the course, we will provide a participant who is disabled an additional seat in the classroom and an additional set of course materials for an Auxiliary Aide and/or a copy of the course notes in computer-readable format at no additional cost. The employer of the participant is responsible for all other costs of any necessary accommodation, including Auxiliary Aides. Please call 1-800-843-8733 at least two weeks before the start of the course so that Learning Tree can arrange for Auxiliary Aides and bill the employer of the participant for the costs.

**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. If the customer is unable to attend a course at the revised location or date, we will credit 100% of any prepaid course tuition fees paid against a future course or, if requested, refund those fees. However, 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 Training Passport, Unlimited Training Passport, Premium Pass or Training Voucher Pack expiration date.

**GSA SCHEDULE.** GSA Schedule purchases should reference our GSA contracts: IT Schedule 70 (GS-35F-4414G); MOBIS 874 (GS-02F-0182Y). Our GSA price list including specific terms and conditions is available at [www.gsaadvantage.gov](http://www.gsaadvantage.gov).

**COPYRIGHT/INTELLECTUAL PROPERTY.** 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 remain the sole property of Learning Tree International. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of Learning Tree International.

**GENERAL.** These terms and conditions set out above represent a complete statement of the agreement between the parties and supersede all prior discussions, correspondence and representations. Our brochures and advertisements are for information purposes only and are not intended to form any agreement between Learning Tree International and the recipient. These terms and conditions are subject to change without notice, and changes will apply to any enrollment/course order received after the date of the change. These terms and conditions may not be varied except in a written agreement signed by an officer of Learning Tree International. Learning Tree International's acceptance of a purchase order containing different terms and conditions does not modify or supersede these terms and conditions. This agreement will be governed by Virginia law, without regard to any conflicts of law.

**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.**