

TERMS AND CONDITIONS

Terms & Conditions for Training and Events

These Terms & Conditions ("Terms") apply to registrations for all public training courses and events ("Courses") organized by New Metrics LLC, Building 11, Way 1847, Al Fahoud St, Qurum, Muscat, Sultanate of Oman, PC 104, PO Box 115 ("NM"). By submitting registration, the party contracting with NM for Courses (the "Delegate") agrees to be bound by these Terms. In these Terms singular includes the plural and vice versa.

1. Registration of Courses

- 1.1. Registration of Courses can be done by contacting our Sales Team on +968 24 40 99 04 or on connect@newmetrics.net.
- 1.2. All registrations are subject to acceptance by NM. NM reserves the right to refuse to accept any registration. Acceptance of registration will be confirmed in writing to the Delegate within 7 working days of registration. A contract between NM and the Delegate will only be formed when this confirmation is sent to the Delegate.

2. Payment

- 2.1. Payment for a Course must be received in full by NM in accordance with these Terms within 7 working days of acceptance of registration in accordance with Clause 1.2 and in any event within 24 hours before commencement of the Course. If payment in full is not received by NM before the commencement of the Course, NM reserves the right at its sole discretion and without liability to require full payment from the Delegate as a condition of attending the Course or to refuse entry to the Course. The Withholding Tax and other transfer related charges should be covered by the payer.
- 2.2. Although all effort is made to ensure Course fees are listed correctly, if a mistake in a Course fee is discovered prior to acceptance of registration in accordance with Clause 1.2, NM will inform the Delegate regarding this who will then have the option to reconfirm the registration or to cancel the registration. If NM is unable to contact the Delegate in regards to this matter, the registration will be canceled.
- 2.3. NM reserves the right to change Course fees listed at any time without prior notice, however these changes will not affect registrations which have already been accepted by NM in accordance with Clause 1.2.
- 2.4. Discounts for group registrations are only valid for the number of Delegates specified. If the number of Delegates attending the Course is less than the number specified in the group registration, either as a result of cancellations of Delegates prior to the Course or as a result of Delegates failing to attend the Course, NM reserves the right to revise the Course fees in line with the number of Delegates actually attending the Course in accordance with NM's published Course fees that are in force at that time and require payment of such fees in accordance with Clause 2.1.
- 2.5. If a discounted Course fee applies in case of an early booking, as specified on the by NM's published course marketing materials, and payment is not received in full by NM within 7 working days of acceptance of registration, the original Course fee as specified on aforementioned marketing materials will apply.

3. Cancellation, substitution & transfer by the Delegate

- 3.1. In case the Delegate cancels their registration after acceptance by NM in accordance with Clause 1.2, for any reason including illness or unforeseen circumstances, the Delegate will be entitled to the following refund:

Cancellation prior to commencement Course	Percentage refund of Course fee
>14 days	0%
Between 14 & 30 days	50%
>30 days	100%

All cancellations must be received by NM in writing. The Delegate accepts that any refund of the Course fee in case of cancellation of the Course by the Delegate is the sole remedy and all other liability is expressly excluded.

- 3.2. If the Delegate fails to attend a Course, the full Course fee remains payable. The registration will not be continue to be valid and no credit note or refund will be given to the Delegate.
- 3.3. Delegates can only be substituted after obtaining prior written confirmation from NM. This written confirmation needs to be obtained 4 weeks prior to the commencement of the Course the Delegate originally registered for. NM reserves the right to refuse any substitution for any reason at any time. It is not allowed to register as an agent for any third party or sell or otherwise transfer the registration to others, or to exploit the registration commercially or non-commercially in any way at any time.
- 3.4. Transfer of a registration for a Course to an alternative Course is allowed only once, provided that the alternative Course takes place within 6 months of the commencement date of the original Course registration was made for and that prior written confirmation from NM is obtained 4 weeks prior to the commencement of the Course the Delegate originally registered for. Transfers are subject to availability and to the payment of any additional fees due in respect of the original Course registration was made for.

4. Postponement & cancellation by NM

- 4.1. NM reserves the right to postpone or cancel a Course at any time and for any reason, whether or not due to causes beyond its control, including in case a public holiday in the Sultanate of Oman will fall within the Course dates. NM will notify in writing all Delegates in case of Course postponement or cancellation. In case a Course is postponed, the registration of the Delegate is valid for the postponed Course. In case a Course is canceled or in case the Delegate does not wish to attend the postponed Course as mentioned above, the Delegate will receive a credit note in respect of the by the Delegate paid Course fee. The credit note is valid for a period of 6 months after the date of commencement of the Course the Delegate originally registered for. The continued validity of the registration and the credit note is the sole remedy in the event of postponement or cancellation of a Course by NM and all other liability is expressly excluded.
- 4.2. NM reserves the right to cancel any registration after acceptance in accordance with Clause 1.2 in which case the Delegate will receive a full refund in respect of the by the Delegate paid Course fee.

5. Courses

- 5.1. NM reserves the right at any time to chance the format, content, location and timing or any other aspect of the Course, in each case without liability.
- 5.2. NM reserves the right without liability to refuse admission to, or to remove from the Course, any person in its absolute discretion, including but not limited to any person who fails to comply with these Terms or who in the opinion of NM represents a security risk, nuisance or annoyance to the running of the Course. Delegates are expected to comply with all reasonable instructions issued by NM.
- 5.3. All photography and the recording and transmitting of audio or visual material, data or information is expressly prohibited. NM reserves the right to filming, sound recording and photography of the Course and the use of any such recording or photography for promotional marketing and other purposes at any time and at any place.
- 5.4. All Delegates shall be responsible for obtaining any necessary visas or other immigration requirements.

6. Liability

- 6.1. NM excludes all liability for loss, injury or damage to persons or property at the Course. All indemnities, warranties and terms and conditions (whether express or implied) are excluded. NM shall not be liable in any circumstances for any costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred, arising out or in connection with the Course.

7. Force Majeure

If the Course is postponed, canceled or abandoned by reason of war, fire, storm, explosion, national emergency, labor dispute, strike, lock-out, civil disturbance, actual or threatened violence by any terrorist group, or any cause not within the control of NM, NM shall be under no liability for non-performance or delay in performance of obligations under these Terms or otherwise in respect of any costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, penalties and legal and other professional costs and expenses) which may be brought against or suffered or incurred by the Delegate, as the result of the happening of such events.

8. General

- 8.1. All personal information provided to NM will be held on a database and will only be shared within NM, together with any subsidiary or associated or connected company or persons. For more information please see our Privacy Policy on www.newmetrics.net
- 8.2. All Delegates are obliged to provide NM with a valid identification on the first day of the Course.
- 8.3. NM reserves the right to amend these Terms from time to time. The Delegate will be subject to the Terms that are in force by the time of registration.
- 8.4. These Terms and any dispute arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Sultanate of Oman.