

## **Terms and Conditions – Training Must**

Please read the following Terms and Conditions carefully. These Terms and Conditions govern the relationship between you (also referred to as "Client") and us, Knowledge Must, offering training-related services with our division Training Must (hereinafter referred to as "Training Must"). The term 'training' as used here covers a diverse range of training opportunities, ranging from regular group trainings to tailor-made intensive training programmes, and from skill-based coaching to physical exercise regimes. By booking a training-related service, you agree to be bound by these Terms and Conditions which outline, among other things, our cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### **Bookings**

Our booking process is very straightforward. When you enquire with us for a training-related service, we do our utmost to tailor you a solution to suit your expectations within the shortest possible time. You may book the service by phone or instant messenger to assure your service but please mail, email, or fax us your confirmation. To firmly confirm our offer, most services require a firm deposit from your side. By making a booking by telephone, on our website, by mail or by email with Training Must or its agents, you accept and are bound by these Terms and Conditions. Written confirmation of your booking and/or payments made towards the training-related service shall be a legally binding contract between the parties.

In case of one or more but not all Clients confirm the booking, it shall be deemed that everyone has duly authorised the concerned lead Client/s to book on their behalf. In case of bookings by an organisation, the booking has to be done by an authorised representative of the organisation with his/her name and designation.

### **Online Bookings**

Training Must has made this facility available to you as a value-added service. Using this service, you can make your online booking / booking request for booking various services offered by Training Must. Your booking request will be processed for confirmation of prices and availability of services requested by you. Only on confirmation to you about the prices and availability, Training Must will be bound to provide you the requested services subject however to you making full payment and complying with the relevant Terms and Conditions.

Any correspondence with you prior to Training Must's aforesaid confirmation, will not be treated as any acceptance of your request. The online booking of the products and services made available through this website is subject to availability and solely at the discretion of Training Must and/or its respective suppliers. Please ensure that all information given by you

while booking is correct. For security reasons and to be able to advise you of any developments affecting your participation in our services we need to be able to contact you by telephone and email and to have your correct address on record. If any or all of these contact details are not correctly given by you, we reserve the right to cancel the transaction at your risk and cost. The right to access and transact on the website is reserved as is the right to use any particular credit card on the site for payment purposes.

The website is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your ability to access or use the site at any time or for any interruption in that access or use or for any failure to complete any transaction. We do not warrant that the website is free from computer viruses or other properties that may cause loss or damage.

## **Payments**

Upon confirmation of the booking, Training Must will invoice the Client for the training course fees. Clients will not be allowed to begin their classes (except of trial classes) or take advantages of any other services offered by Training Must until all fees are received in full. If a Client books more than 28 days in advance, a minimum 25% deposit is required at the time of booking. The remainder needs to be paid no later than the start of the first lesson. Immediate payment in full is required for Clients booking less than 28 days before the desired start date. Despite any possible changes of dates or interruptions of the course, the specified payment schedule must be complied with. In case of agreed payment by instalments, the first instalment is due before the first class. Payment of all study materials is fundamentally immediately due on receipt.

If Clients do not pay their dues on or before the due date after being intimated about and given a reasonable amount of additional time, Training Must reserves the right to treat their booking as cancelled and to claim compensation for any damages due to non-payment.

## **Payment Options**

We offer you various options for payment, including credit card payment facilities, Moneybookers, PayPal, or getting a bank cheque or international money order issued in the name of Knowledge Must. Please let us know whether you would prefer to pay in Euro, U.S. Dollar, Renminbi, Indian Rupees, or any other currency. The prevailing rate of exchange on the date of the transaction would be applicable. Please note that you will have to pay all bank charges including charges relating to credit card / net banking / cheque / demand draft at the applicable rate in addition to the cost of the service.

## **Conditions of Trainings**

Trainings follow the established and successful Training Must methodologies. A teaching unit is 60 minutes, which generally includes a 5-minute break. Upon the successful completion of their training, Clients are entitled to a certificate issued by Training Must proving their successful participation.

Training Must may assign the Client tasks or exercises to complete between training sessions. There is no obligation on the Client to complete these, but not doing so may slow the Client's progress or achieving desired outcomes.

The Client confirms he/she agrees with the possible presence of a pedagogic employee during lessons, which Training Must conducts for quality control purposes. In exceptional cases mid-term entry is possible for our regular trainings. The course fees will then be calculated as the relative share of full course fees as determined by the remaining hours.

Training materials, examination fees, and the cost of activities and excursions are not included except where specifically stated. Training Must cannot refund any monies to a client who applies for a training requiring specific skills and is then found to be unable to join the training after further assessment.

Any and all agreements with regard to teaching method, length of lessons, times of classes, contents of lessons, as well as placements in different trainings, are to be made with the secretariat or the management only. Any other agreements are not admissible.

## **Regular Training**

Our regular trainings are generally conducted in small groups, which ensures each participant has the opportunity to interact with the group, in addition to receiving an optimal amount of individual attention. During a regular training course, the following applies: if the Client cannot attend training (e.g. due to illness, holiday, work obligations etc.), the course fee still needs to be paid. Cancellation is not possible during a running course. If the Client attends other trainings after the end of the agreed course length, this will be considered as a booking for the course at the applicable terms of the contract.

## **Customised Trainings**

Customised trainings are defined in close collaboration between the Client and the management of Training Must. Scheduled trainings by Training Must are subject to the availability of relevant trainers. Training Must always strives to provide a replacement trainer if a particular trainer is unavailable.

For classes or programmes that cannot be held due to unforeseen circumstances (such as all relevant trainers falling sick) Training Must offers alternative activities or alternative programmes. Should this be impossible in specific cases, Training Must commits, in addition to immediate information of the Client, to refund actually paid and not executed classes after the programme end.

### **Rescheduling of Trainings by Client**

In case of customised trainings, there is the option to reschedule training sessions free of charge, provided the scheduled session is cancelled at least by 12 p.m. of the previous business day (Monday to Friday). If the appointed time is not cancelled or cancelled after this period by the Client, the training session will be charged.

In case customised training has to be suspended for a longer period of time (e.g. due to holiday, business trip, illness, etc.), an official break can be arranged with the Training Must management. However, training will have to be resumed within 12 months after the interruption of the contract, otherwise the remaining training sessions will expire. Despite any possible changes of dates or interruptions of the course, the specified payment schedule must be complied with.

In case of regular training sessions, the booked sessions have to be attended at a stretch, in compliance with the specified schedule. Neither the participants nor the trainer shall be authorised to cancel or reschedule a training session. Training shall be considered given, as long as the trainer was present.

### **Trainers**

When choosing the trainers, the wishes of Clients are taken into account as far as possible, but there is no general entitlement to be taught by the desired person. Approved appointment times by Training Must are subject to the availability of relevant staff. Training Must always strives to provide a replacement trainer if a particular trainer is unavailable. Changing trainers can be an integral element of Training Must methodologies and neither entitles the Client to cancel nor withdraw from the contract. For unavailable trainings Training Must offers alternative courses or relevant alternative activities.

### **Training Materials**

Specific training materials might not be included in the training fees. Students are required to buy their own training materials at the start of their course. The participation in a Training Must course obliges course participants, unless expressly agreed otherwise in the contract, to acquire and use the training materials defined by Training Must. Training Must branded

training materials are protected by copyright and may not be duplicated or commercially used even as extracts, without prior approval by Training Must.

### **Visa Facilitation**

In combination with compliance with other conditions, enrolment for a training course with Training Must will facilitate issue of a visa in order to attend the booked course. To be eligible for visa facilitation by Training Must, Clients will have to participate in a significant amount of training sessions, not less than 10 hours per week. Further requirements might be, amongst other things, proof of livelihood or financing of the stay, as well as of health insurance or accommodation. It will be the pleasure of Training Must to assist you in complying with these requirements, free of charge but without any obligation. Training Must cannot guarantee that a visa for a training course will be issued by the relevant authorities.

Training Must will have to report any participants, who have received a visa for a training course through Training Must and are absent from class without a medical report or have cancelled their course after the start date, by writing to the relevant government authorities. A training course confirmation for issuing the visa will be issued immediately after the full course fees have been received by Training Must. It shall be incumbent upon the Client to inform Training Must of a valid address in the respective foreign country. Training Must shall not assume any responsibility for the arrival or the time of arrival of the training course confirmation. Any delays, due to the issuing of the visa or for any other reasons, shall not entitle the Client to reduce the course fee or to claim for compensation of the missed lessons.

### **Additional Services**

We are also able to offer you all-inclusive programmes, complete with accommodation, meals, transportation, travel arrangements, language training, and more. Terms and Conditions of Knowledge Must's other divisions Career Must, Language Must, Travel Must, and Culture Must apply.

### **Cancellations by Clients**

Clients cancelling more than 2 weeks before the start of their training owe Training Must 25% of the training fees. Clients cancelling less than 2 weeks before the start of their training owe Training Must 50% of the training fees. Customised trainings can be cancelled even after the first training session started. 50% of any paid training sessions that have not been used will be refunded in that case. Cancellation fees will not be charged, if a substitute participant is appointed, who will conclude an equivalent contract with Training Must. After a training has started no cancellation is possible in case of regular trainings.

If you wish to cancel your service, you must write to Training Must as follows provided that such intimation should be given on a working day within working hours:

1. By fax at +91-(0)11-26491817
2. By email to [info@training-must.com](mailto:info@training-must.com)
3. By letter to our registered offices

If the booking has been conducted by one or more persons for themselves and for others, then the communication signed by such signatory/s would be treated as a valid communication for cancellation for all such persons mentioned in the booking. Similarly if your agent cancels, it will be deemed and construed that all the Clients and you are in agreement with the same. The computation of the period of notice of cancellation shall commence only from the time the written request reaches Training Must on working days within office time.

In case of Third Party Products, the rules relating to cancellation and the cancellation schedule prescribed by the concerned Third Party Service Provider would be applicable and in addition Training Must shall have the right to claim service and communication charges.

## **Insurance**

We do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Clients are advised to seek such insurance arrangements in their home country. All baggage and other personal property are at the Client's risk at all times. For your protection and increased flexibility, we recommend you to purchase health insurance and other forms of relevant insurance coverage.

## **Changes and Cancellations by Training Must**

When necessary due to insufficient participants or for other circumstances, Training Must reserves the right to alter the timetable and/or transfer participants from one course to another, from one time of a training session to another, and to merge small groups, or cancel trainings and offer a refund. These exceptional circumstances do not entitle the Client to cancellation, reduced payments, or damage compensation. In case of any rescheduling by Training Must, Clients will be informed as soon as possible.

Despite careful planning, covenants regarding dates will always be subject to the availability of the respective trainers. Training Must reserves the right to temporarily or permanently substitute the assigned staff for good cause (e.g. in case of illness or other assignments). This shall not entitle the course participants to withdraw from the training. The course participants affected shall have no claim for indemnity. If 30 minutes after the official beginning of a scheduled training session no Client is present, the session cannot be guaranteed.

## **Prices and Surcharges**

The prices quoted in our marketing materials have been calculated at the rate prevailing at the time of publication. Training Must reserves the right to amend the prices published in its marketing materials and to charge accordingly in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers and hikes in tax. For trainings outside the Training Must premises, travel expenses for Training Must staff will be charged.

## **Client Requirements**

While there is no upper age limit, minimum age requirements might exist depending on the type of training. The parents or other legal guardians agree that if the participant is underage, should any emergency (e.g. involving sickness or injury to the applicant) arise, Training Must or its authorised agent stands in loco parentis and may take any decision(s) he/she considers appropriate in the circumstances. Ensuing costs will have to be paid in full by the parents or other legal guardians.

The Client is responsible for ensuring that all equipment, transport, accommodation, and subsistence needed for delivery of the training is supplied in accordance with the training requirements.

## **Code of Conduct**

Regular training attendance is a duty and intensive self study is required for a successful completion. Clients are expected to inform Training Must in case of absence and respect fellow students, teachers, tutors, trainers, and other staff. Training Must reserves the right to expel Clients from the class or programme at its sole discretion if it finds Clients in breach of its code of conduct. Clients are responsible for any and all damages they cause and must directly compensate the owner of the property involved.

## **Conditions of Services**

The Client acknowledges that the nature of some Training Must services can be adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Training Must from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. The Client is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect at each place of service provision and is encouraged to locate or make contact prior to embarkation with his/her local embassy or foreign office in each destination.

## **Limitation of Liability**

When we conduct a needs analysis and audit with you, we take outmost care to define the most suitable training programme for you. However, it is your responsibility to ensure that your level is appropriate for the programme that you are booking. If we find on your arrival that your level is not appropriate for your chosen training we will try our best to offer you an alternative programme. There will be no refund of fees in this case and if we offer you a more expensive course or method of instruction, then this must be paid for immediately. Training Must is not liable for the non-achievement of your specific learning success.

Training Must and its partners and sub-contractors shall not be held liable for (i) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to defective transport or property; and (ii) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The Client waives any claim against Training Must and/or its partners and sub-contractors for any such loss, damage, injury, or death.

## **Enticement of Employees**

All financial as well as contractual transactions must be handled directly via Training Must. All Training Must trainers are bound to Training Must and are not entitled to accept orders from present or former clients of Training Must. Any violation of this interdiction will be fined.

## **Partners**

Training Must works with highly reputable partners. By working closely with these individuals and organisations, we are able to offer you the best prices and local expertise. If you book any third party products through us, their Terms and Conditions would be applicable in addition to our Terms and Conditions. Consequently, any delay, injury, death, loss or damage is caused on the above account does not render us liable to the Clients who have chosen us as service providers. However, in case the Client is not satisfied with a particular service, we take up the matter with the supplier if we are intimated immediately.

## **Claims and Complaints**

If a Client has a complaint against Training Must, the Client must directly inform the Training Must representative whilst on the service in order that the representative can attempt to rectify the matter on the spot. If satisfaction is still not reached through these means, then any further complaint must be put in writing to Training Must within one month of the end of



the service. If you fail to do this, any right to compensation or refund which you may have, will be extinguished or reduced. You can write:

1. By fax at +91-(0)11-26491817
2. By email to [info@training-must.com](mailto:info@training-must.com)
3. By letter to our registered offices

### **Severability**

In the event that any of the Terms and Conditions contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such Terms and Conditions shall be deemed to be severed from this agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

### **Successors and Assigns**

These Terms and Conditions shall inure to the benefit of and be binding upon Training Must and the Client and their respective heirs, legal personal representatives, successors, and assigns.

### **Errors and Omissions**

We take utmost care in preparing our marketing materials and in describing our services therein. However, we cannot be held responsible for any typographical, printing, or any error, omission or unintentional misrepresentation that may occur.

### **Privacy Policy**

We do our utmost to protect your personal information. However, it would be necessary for us to share this information with Consulates, Embassies, Airlines, Hotels and other service providers who would be providing you services in addition to Training Must. We would also be constrained to disclose such information if we receive an order of the court, a requisition from any government or statutory authority, subpoena, or under any law, rules or regulations under which such disclosure becomes necessary. We will make it a point to only share the minimum necessary information in your personal interest. Please refer to our Privacy Policy.

## **Legal Notice**

No person including the employee/s of Training Must or yourself have the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in these Terms and Conditions. Assurance if any, which is contrary to the Terms and Conditions given, shall not bind Training Must.

Additional Terms and Conditions may apply to some services and will be provided accordingly. By registering for a Training Must service, you agree to its specific Terms and Conditions. Knowledge Must reserves the right to change or update the Terms and Conditions of Training Must from time to time without prior notice to users. The current version of the Terms and Conditions will be displayed within the website from the date on which any changes come into effect. Continued use of the website following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

## **Validity of Terms and Conditions**

These Terms and Conditions from August 2011 remain valid until the publication of new Terms and Conditions here.

## **Applicable Law**

The contract including all matters arising from it is subject to Indian and Chinese Law and the exclusive jurisdiction of the Indian and Chinese courts, if there are no other binding legal regulations that contradict this.

## **Registered Address**

We are a company registered in India as well as in China. Our business and the services we offer are governed by the applicable laws of India and China. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information in our marketing materials, the services offered by or on behalf of us, any information relating to such services and our business in any respect with any laws of any other country which do not, in any event, affect or apply to the same.

The registered offices of Knowledge Must are:

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