



On-Demand Training Terms and Conditions



Amadeus Software Limited

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Terms and Conditions for Licencing of Amadeus Software On-Demand Course

In these Terms, 'we', 'us' and 'Amadeus Software' means :

Amadeus Software Ltd, The Old School Hall, 11 Wesley Walk, Witney, Oxfordshire, OX28 6ZJ, England,

which is the owner of this Website and the Amadeus Software trademark and brand.

'you' means the individual using the Website

'Course Materials' means the materials provided that enable you to complete an Amadeus Software Ltd On-Demand Course

'Course' means the online On-demand Course, which are in a format that allows accessing and viewing the Course online.

'Course Fee' means the licence fee payable for an Amadeus Software Ltd On-Demand Course

'your login username and password ' means a username and password supplied by Amadeus Software Ltd for the purpose of accessing the On-Demand Course.

General Terms and Conditions

By using this Website you agree to be bound by these Terms and Conditions and the Copyright Statement.

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website.

We cannot promise that access to the Website will be uninterrupted or error free. There may be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of Amadeus Software Ltd.

You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

We shall not be liable to you for any loss or damage whatsoever arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website

The receipt of the services is personal to you and you may not transfer your rights to access the course materials or to receive the services to another person unless we have consented in writing to you doing so.

If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy and shall not prevent us from exercising that right or remedy in the future.

We reserve the right to withdraw all or part of the Website at any time

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

Amendments to the Terms and Conditions

We reserve the right to amend these Terms and Conditions from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website.

Access to On-Demand Courses

Where you have been granted access to Course Materials, you may not re-sell access to the materials or otherwise distribute "your login username and password" to anyone except as permitted in writing by Amadeus Software Ltd.

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete and you agree that you will ensure it is kept accurate and up to date at all times. We may refuse to accept your application to register as a user of the On-Demand Courses on the Amadeus Software Ltd website for any reason in our absolute discretion.

We reserve the right to withdraw all or part of the Website at any time.

Course Licence Fees

When you place an order for a Course you are offering to licence that Course on these Terms. We shall have the right to decline or cancel your order.

You agree to pay us the Course Fee.

The Course Fee for any Course at any given time will be displayed on the Website. Course Fees are quoted in pounds sterling, including VAT.

We reserve the right from time to time to change the amount of the Course Fee.

You may incur additional charges to your Internet Service Provider while you are accessing and / or downloading the Course Materials. Additional charges may also be payable to third parties for use of the software necessary to access and / or download the Course Materials. You are responsible for paying these charges.

Please note that it is your responsibility to check that the computer you plan to use to access your Course Materials is compatible with the minimum specification requirement that relates to the Materials you are ordering.

We use Sage Pay to collect/process transaction information for all training payments made online.
<http://www.sagepay.co.uk/policies/security-policy>

Your Right to Use the Course Materials

Online Course Materials: In consideration of receipt by us of the Course Fee, we grant to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of personal home or work use.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and / or the copyright or other intellectual property rights of our licensors.

Our Rights to Stop Providing the Services to you

If you have purchased online Course Materials, we will make the Course Materials available to you for a period of twelve months after which point we will suspend your access to the course. This twelve-month period starts immediately following the issue of your confirmation email.

If you wish to access the Course Materials after your access has been terminated, you will need to submit a new order.

We reserve the right to suspend your access to online Course Materials immediately in the event that:

you fail to comply with the clause of these Terms which deals with the manner in which you are permitted to use the Course Materials and the Website; or

you fail to conduct yourself in an appropriate manner when communicating with or receiving support from us. By this we mean that you act in such a way as to threaten, intimidate or otherwise harass our staff.

If we exercise this right we will notify you and will then immediately suspend your access to the Course Materials.

Our Liability to you

Notwithstanding these terms;

The exclusions and limitations of liability contained in these Terms do not apply to:

[your statutory rights as a consumer, nor your right to return the Course Materials;]

any other losses which may not be excluded or limited by law.

We make every effort to perform our obligations under our contract with you. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

We are not responsible to you for any data that you lose either (a) as a result of accessing the Course Materials; or (b) during completion of any Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Course Materials, and (ii) all data that you are inputting when completing the Course.

In the event that we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the Course Materials, you do so at your own risk.

Except as set out in these Terms, our maximum aggregate liability to you for any claim that you may have against us, under or in connection with, the provision by us, to you, of the Course Materials which is not otherwise excluded in these Terms shall be limited to the amount of the Course Fee which has been paid, or is payable, by you.

Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

On-Demand Course Disclaimer

The training and supporting documentation is not intended to supplement documentation supplied by SAS Institute, and not to replace it.

Where SAS syntax is given here, it may not include all possible options. Similarly, lists of statements, functions, formats, macro variables and other SAS features given here are not intended to be comprehensive. For complete and up-to-date information, refer to the SAS Institute documentation.

All examples contained in this Course do not suggest, infer or imply specific uses of SAS software. Amadeus Software Ltd assume no liability whatsoever for the intended use of the content of this Course.

Copyright Statement

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