



CMS Certified Operator Training Terms and Conditions

CMS Certified Operator Terms and Conditions (Terms) describe the way and manner in which Cab Management System Ltd. (CMS) will provide the training course (Course) at specified locations and times agreed with customer (Customer) for delivery to the attendees (Attendees).

1. **Booking.** The Course booking can be done either directly via the CMS website, a designated email address as well as over the phone unless otherwise stated. All Courses are subject to availability.
2. **Payment.** Customer agrees to pay for Training according to CMS's published prices current as of the date of CMS's acceptance of Training request, unless otherwise agreed. Payments will be made at the time of booking unless otherwise agreed. All the payments need to be made 15 days prior the courses start date.
3. **Pricing.** All course fees are fixed and published by CMS, however CMS reserves the right to review and change prices. The course fee includes tuition, training materials, refreshments, manuals and computer time as appropriate to the course. All Course materials are provided on an 'as-is' basis without warranty.
4. **Responsibility of Customer/Attendee.**
 - 4.1. **Good conduct.** CMS reserves the right to refuse, limit or cancel any Course if a Customer or Attendee in the opinion of CMS has displayed unreasonable behaviour or is deemed to be violent, abusive or disruptive. In such cases no refund or cancellation fee will be paid.
 - 4.2. **Same condition.** Customer and Attendees agree that all facilities and equipment licensed for use during the Training shall at the end of the Training be in the same condition as initially provided, wear and tear excepted.
5. **Course date transfers.** Should circumstances arise that make it impossible for an Attendee to be present at the dates agreed and the Attendee wishes to attend at a different date, the following charges will apply, dependent on the notice period given:
 - More than four weeks prior to the course start date - no charge
 - Two to four weeks prior to the course - 25% of the course fee
 - Less than two weeks prior to the course - 50% of the course fee



All rescheduled Courses need to be taken within a period of six months.

6. Cancellations. Should circumstances arise that make it impossible for an Attendee to be present at the dates agreed and the Attendee cannot attend at a different date, the following charges will apply, dependent on the notice period given:
 - More than four weeks prior to the course start date - no charge
 - Two to four weeks prior to the course - 50% of the course fee
 - Less than two weeks prior to the course - full fee.

All sums pending over the charges will be refunded within 10 days.

7. Non-Attendance. Should the Attendee not attend a course, and not inform the Course organizer of this eventuality, the course fee will not be refunded.
8. Cancellations due to unforeseen circumstances on the part of CMS. If at any time the agreed course dates cannot be fulfilled by CMS an alternative date or a refund will be offered.
9. Copyright. All the Course Materials and software used in the Course are copyright of CAB Management System Ltd. And as such may not be copied or reused in any manner unless expressly stated by CMS.
10. The issuing of the completion certificate is subject to fulfilling the pass requirements of the final test.
11. Warranty. CMS guarantee that all the trainers are fully qualified to provide the Course specified.

