

Terms and Conditions

We encourage prospective clients to read Cradle Solution Inc's terms and conditions, prior to any purchases.

Definitions

The "**Company**", "Cradle Solution Inc", "We", "Us", "Our" - this refers to Cradle Solution Inc with a registered office at 16000 Park Ten Place, Suite 501 Houston, TX 77084 USA

The "**Client**", "Your", "You" - this refers to the individual purchasing from Cradle Solution Inc that intends to attend a training event.

The "**Booker**" - this refers to the person making the booking with Cradle Solution Inc, on behalf of a client attending the course.

"The Website" - this refers to www.cradlesolution.com

"Terms and Conditions" - this refers to the terms of usage and conditions under which all purchases are pursued and the website is utilized.

The "**Booking Form**" - this is an agreement between Cradle Solution Inc and its clients, with regard to prospective delivery of services. May or may not be used in all cases.

The "**Joining Instructions**" - this refers to a set of instructions that are given to clients upon receipt of payment, regarding event-related details.

"**Working Days**" - this refers to days between Monday and Friday, excluding Public Holidays.

1. Prices:

All pricing quotations are only valid for 14 days from the date that they are first sent to the client. All prices are subject to change due to the dynamic nature of our business and of the training industry. The published prices exclude Tax where applicable. Clients and Companies must pay Cradle Solution Inc any TAXES that is chargeable on services that are provided; Cradle Solution Inc will list the correct TAXES amount on the invoice- as required by statute. All quotations exclude TAXES. If the corresponding purchase is pursued, as required by statute, TAXES will be applied at the point of purchase and feature within the sales invoice. The published prices do not include any travel, accommodation or living expenses which the client may incur in attending unless specifically mentioned on the Booking Form. TAXES are payable regardless of the Client's country of origin; the point of supply for TAXES purposes is the location of the course. For E-learning courses, TAXES will be charged with regard to the place of supply and the relevant tax legislation in the country of consumption. For onsite events, please refer to Clause 13 for our onsite terms or for a full breakdown, please see our Fixed Onsite Training Expenses policy.

If a third-party vendor, **certification body**, or service provider alters their examination fee or material cost, Cradle Solution Inc reserves the right to adjust the relevant training course prices to reflect such alterations. Training event prices listed on correspondence, brochures, leaflets, and materials belonging to Cradle Solution Inc are not legally binding due to anticipated price fluctuations; they are advisory at the time of public dissemination and do not constitute as part of a legal agreement.

2. Payments:

The course fee(s), including TAXES, are payable in full immediately upon receipt of the invoice. Clients wishing to make payments made from non-US accounts or credit cards must be responsible for all bank charges in relation to the overseas transactions. Without prejudice or distortion to alternative rights listed, Cradle Solution Inc will impose a late payment charge of 8% over the Bank of England base rate. Payments can be made by major credit and debit cards, including American Express, inclusive of credit card charges. All company credit card payments will incur a card surcharge of 2.99%, except for payments made via American Express, which will incur a surcharge of 3.99%

Where a Purchase Order is issued, it must clearly state the purchase order number, course dates, full Invoice amount, and contact details for invoicing. When more than one course is booked on the same booking form, full payment for all courses is required immediately upon confirmation before the commencement of the first course.

Some contracts must be paid in full upon confirmation - prior to any clients attending an event. Cradle Solution Inc reserves the right to refuse entry to a training event until the course fee is paid in full. Please also note that examination results and certificates will not be issued until the full fee has been paid. Cradle Solution Inc's product has a strict 12-month expiry policy (unless explicitly agreed otherwise on the booking form), which will be strictly adhered to under all circumstances.

Knowledge Passes are valid for up to a maximum of 12 months (unless agreed otherwise on the booking form) from the date of the order and are nontransferable, non-refundable, and non-cancellable under any circumstances.

Events that are booked under a Knowledge Pass contract are subject to the rescheduling fees listed in Clause 4, and cancellation fees listed in Clause 3.

FlexiPasses are valid for 6 months and are nontransferable, non-refundable, and non-cancellable under any circumstances. FlexiPasses must be paid upfront fully prior to attending the course. Cradle Solution Inc reserves the right to refuse entry to a training event until the course fee is paid in full. Please also note that examination results and certificates will not be issued until the full fee has been paid.

FlexiPass 12s are valid for 12 months and are nontransferable, non-refundable, and non-cancellable under any circumstances. FlexiPass 12s must be paid upfront fully prior to attending the course. Cradle Solution Inc reserves the right to refuse entry to a training event until the course fee is paid in full. Please also note that examination results and certificates will not be issued until the full fee has been paid.

All administration fees for cancellations are payable immediately upon receipt of the invoice. The Terms of this agreement override over any other terms of business or purchase conditions put forward by the client. Once a partial or full payment has been processed, over the phone or on the website by the following methods: Debit Card, Credit Card, American Express, Cheque or Bank transfer, the Client will adhere to Cradle Solution Inc's terms and conditions, irrespective of a booking form having been signed.

All payments shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a customer is compelled to make any such deduction, it will pay to the receiving Party, Cradle Solution Inc, such additional amounts as are necessary to ensure receipt of the full amount which that party would have received but for the deduction. All payments must be received, regardless of payment terms, prior to an examination being issued or delivered by the Company

It is the responsibility of the Client to ensure that the person that approved the purchase of a product, has the correct purchasing authority.

3. Cancellations:

Cancellations made by Cradle Solution Inc

Cradle Solution Inc reserves the right to cancel, move, and reschedule a training event or course due to circumstances that are beyond Cradle Solution Inc's control, such as trainer illness or low attendance. Reasonable efforts will be made to contact and notify clients of any alterations to their training event or course. If a training event is cancelled, Cradle Solution Inc will either re-allocate Clients on to future training events with the Client's consent, offer Virtual training events, or eLearning training.

Client Cancellations

Except for instances provided under Clause 3, "Cancellations made by Cradle Solution Inc", the following cancellation fees will be imposed on all bookings, dependent on the number of days notice provided to Cradle Solution Inc. If you need to make a cancellation, please notify Cradle Solution Inc in writing or via email

All cancellation and rescheduling fees are due immediately via Wire, debit or credit card.

- a) All cancellations made between 0-30 days prior to the course start date, are subject to a 100% cancellation fee, based upon the full course fee, which must be paid in full upon cancellation.
- b) All cancellations that are made between 31-40 days prior to the course start date, are subject to a 75% cancellation fee, based upon the full course fee, which must be paid in full upon cancellation.
- c) All cancellations that are made between 41-50 days prior to the course start date, are subject to a 25% fee, based upon the full course fee, which must be paid in full upon cancellation.

4. Re-scheduling courses or exams:

- a) Re-scheduling courses or exams with less than 30 days notice prior to the course start date, will result in a 75% charge of the full value of the course booked, in addition to the prior invoice inclusive of Taxes.
- b) Re-scheduling courses or exams between 31-40 days prior to the course start date, will result in a 50% charge of the full value of the course booked, in addition to the prior invoice inclusive of TAXES.
- c) Re-scheduling courses or exams between 41-50 days prior to the course or exam start date, will result in a 25% charge of the full value of original booking, in addition to the prior invoice inclusive of TAXES.

5. Refunds:

- a) When a refund is issued to the Client by Cradle Solution Inc, the refund may take up to a maximum of 20 working days to be processed. Refunds will be processed using the same payment method that the original payment was made.
- b) Deposits and banking fees are non-refundable.
- c) Cradle Solution Inc will not be liable for any fluctuation in exchange rates or bank charges for overseas refund transactions.
- d) Course examination vouchers are non-refundable.

- e) Where a customer has outstanding monies, any refunds granted will be offset against any outstanding monies.

6. Changes to Courses:

- a) Cradle Solution Inc reserves the right to change any part of a published course; if this is caused by circumstances beyond our control.
- b) Cradle Solution Inc reserves the right to cancel or reschedule any course and will advise the Client as soon as the change is known.
- c) Cradle Solution Inc will use all reasonable endeavours to avoid changes of this nature. For any courses that are rescheduled due to unforeseen circumstances (such as trainer sickness/ low course attendance/weather), every endeavour will be made to provide a replacement trainer or to reschedule the course and we will offer Clients a variety of options to pursue their training programme; however, should the offered alternative not be an acceptable option for the Client, a full refund will be issued.

Contents of course timetables are intended for general guidance only and serve as an advisory purpose only. Any typographical errors including pricing or omission in any website, sales literature, administrative documentation, course materials, or other documents are subject to change without any liability on the part of Cradle Solution Inc.

The course information, including the course, date, and venue, pre-coursework, maps and directions, will be advised upon the receipt of payment, in the form of joining instructions. Cradle Solution Inc reserves the right to change the venue, for circumstances that are beyond our control, and will advise the Client as soon as the change is known.

- d) Cradle Solution Inc cannot be held liable for out of pocket expenses due to cancellations or alterations to the course venue, that are out of our control.
- e) For all Residential training courses, we will make best endeavours to ensure your accommodation is at the same location as the training course, however, this might not always be possible. In this instance, we will source your hotel accommodation as close to the training course venue as possible, usually within walking distance.

7. Course Materials:

If for any reason (including but not limited to transit delays beyond the control of Cradle Solution Inc) courseware does not arrive on time for the course we will commit to replacing it at the earliest opportunity and make best endeavours to make temporary materials accessible, as required, to continue the learning programme. Refunds will not be granted for transit-related delays beyond the control of Cradle Solution Inc.

8. Non-Attendance:

Non-attendance of any course, regardless of delivery type (classroom, e-learning, virtual, onsite), for any reason whatsoever is deemed to be a cancellation without notice and payment is due in full. A multiple course booking is when more than one course is confirmed that may make up part of a certification e.g. Business Analysis Diploma, ITIL® Expert, TOGAF® Certification, ISO Certifications, Six/Lean Six Sigma Black Belt etc. Part attendance of a Course is when a Client does not continue to the full course completion. In this situation the Client will not be entitled to any refund for courses or part of courses that were not attended, this will be deemed as non-attendance.

9. Course Suitability:

The booker accepts that it is their responsibility that the course booked is suitable for the requirements and abilities of the clients attending. Cradle Solution Inc's employees may recommend courses or learning solutions, however, the assessment and the final decision concerning the suitability of the course is the Client's responsibility. In cases where we have made recommendations, we do so in good faith and will not be willfully misleading.

All public and onsite training courses are delivered only in English unless specified otherwise and all Clients must be sufficiently proficient in the English language prior to attending the course.

10. Admission:

Cradle Solution Inc reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for the training programme.

11. Booking on behalf of the Client:

In all cases the booker must bring these terms and conditions to the attention of Clients attending the event, if booking on their behalf. It is the booker's responsibility to ensure that the Clients receive all the relevant information including the joining instructions, course and venue updates and that they meet the eligibility and published prerequisite requirements.

12. Onsite Training on a Client Specified Site:

It is the Client's responsibility to provide all facilities, equipment, and setup required for the trainer to deliver the training. Cradle Solution Inc reserves the right to cancel or discontinue the course if, in the Trainer's opinion, the venue, equipment, or conditions are unsuitable.

13. Onsite and Trainer Expenses:

Trainer expenses for priTaxese, onsite, or closed courses will be charged as agreed at the time of the course booking, as stated on the Booking Form.

A fixed rate for the training expenses will be applied. An example of expenses can be viewed in our Fixed Onsite Training Expenses policy.

14. E-Learning, Online Learning:

Course enrolment, fees, and log-in credentials are strictly non-transferable, non-cancellable, and non-refundable. Fair Usage Policy and Intellectual Property Rights apply to the access of study materials and prohibition of material dissemination.

Cradle Solution Inc reserves the right to restrict access based on operational requirements including bandwidth consumption to ensure fair access to all learners. Access to e-learning/online products is granted for a 90 day period from the date of purchase. If an alternative term or extension has been purchased, the validity still starts from the date of purchase. If you require an extension, please contact info@cradlesolution.com to obtain an extension quotation.

Whilst Cradle Solution Inc endeavours to ensure that the information on the online platform is correct, we do not warrant the accuracy and completeness of the materials on the site and we make changes to the e-learning/online content from time to time, without notice. Cradle Solution Inc reserves the right to change or alter course content from that which is published in order to maintain the high quality of the learning. All e-learning examinations are valid for 30 days after the course's conclusion.

15. Copyrights:

All intellectual property rights for all course materials shall remain the property of Cradle Solution Inc. The Client agrees not to reproduce, disseminate, sell, hire, lend, or copy the course materials or use them except for the purpose of personal reference. Cradle Solution Inc warrants that it will not knowingly include any copyright material in its course materials without license, consent, or attribution.

16. Intellectual Property:

Cradle Solution Inc® is a registered trademark. The website, including content, design, organization, layout, and software code are subject to copyright and intellectual property rights that are owned by Cradle Solution Inc.

The re-use of illustrations, photographs, diagrams, or videos featured on Cradle Solution Inc's website, without attribution, is prohibited under all circumstances. The deletion or alteration of proprietary rights, including copyright and trademarks, is prohibited under all circumstances.

All products and services of Cradle Solution Inc without limitation are protected by international copyrights, trademarks, and are subject to intellectual property rights. Therefore all intellectual property belongs to Cradle Solution Inc, its related companies, its affiliates, or suppliers.

The use of Cradle Solution Inc's name or logo is prohibited under all circumstances, unless prior written consent is obtained from the Company.

Cradle Solution Inc does not accept responsibility for intellectual property used during any training provided that does not show an affiliation to Cradle Solution Inc. Any intellectual property used in a training course, including the course itself, is protected by limitations laid out in international copyright law, and is subject to intellectual property rights.

If we are making a bespoke course, we require a predefined specification to adhere to. In the absence of such predefined specifications, we will adhere to our own guidelines of what we view as "fit for purpose". If no specification was provided, Cradle Solution Inc shall not be held responsible for any losses incurred as a consequence of the provided service. You may not copy, sell, reproduce, distribute, download, modify, display or prepare derivative works based on, repost, transmit, or otherwise use any of the intellectual property of Cradle Solution Inc's website or course materials. The information on this site is provided "as is" and without any warranties.

Cradle Solution Inc does not accept responsibility of content of any third party sites that may be referenced by Cradle Solution Inc. The following activities are strictly prohibited: use of robots, material dissemination, other automatic device or manual process to monitor or copy the site of any of its content or the replication of this site to any server.

17. Warranty & Liability:

Cradle Solution Inc's liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen. Cradle Solution Inc will not accept liability for personal injury that incurs during our training courses caused by the negligence of any third party. Cradle Solution Inc will not be liable for indirect, special, or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss.

Cradle Solution Inc will not be responsible for any damage resulting from any computer viruses arising from software installed on a Client's computer systems.

18. Personal Belongings:

Personal belongings or items belonging to a Client that are brought into a training course by the aforementioned Client, are the sole responsibility of the Client. Cradle Solution Inc accepts no responsibility for the items or any loss or damage that may occur during the course.

19. Non-Solicitation:

For 12 months following either the invoice date or the date of course delivery, of any contract carried out for the Client by Cradle Solution Inc or an associate company of Cradle Solution Inc, the Client, will not directly nor indirectly employ or solicit for employment any employee of Cradle Solution Inc. If the Client breaches this clause, Cradle Solution Inc shall be entitled to recover from the Client a fee of 50% of the gross annual salary of the employee of Cradle Solution Inc solicited for employment.

20. Assignments:

Cradle Solution Inc may assign its interests in all or part of this agreement. The Client may not assign or transfer this contract without the express written permission of a Director of Cradle Solution Inc.

21. Deviation:

No deviation from these terms and conditions will be allowed without the express written permission of a Director of Cradle Solution Inc. No communication either verbal or printed on our websites will override these Terms and Conditions. If, in any case, any of these conditions shall be held to be invalid or shall not apply, the contract and the other conditions shall remain in force and effect. These Terms and Conditions override all terms raised on a PO by a client.

22. Force Majeure:

Cradle Solution Inc shall not be in breach of this contract if the provision of services are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of God (including but not limited to, fire, flood, earthquake, storm, snow, hurricane, or other natural disaster), sickness, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout, or interruption or failure of electricity or telephone service.

Clients must ensure that they can attend the training courses that they are scheduled to attend. Cradle Solution Inc will not be held liable, financially or actually, for their non-attendance, whatsoever the reason may be.

23. Privacy Policy:

Cradle Solution Inc is committed to maintaining your privacy and the use of your personal information. If at any stage you have a question regarding the personal information that we hold on file, please do not hesitate to contact us.

Cradle Solution Inc will not disclose personal information to a third party organisation unless we have your prior consent to provide this or you have opted to allow the use of your personal information in the pursuit of performance and delivery of our service to you. If the request for your personal information is for a legal purpose, this we would class as an exception, but only after we have 100% fully verified the name or organisation requesting your personal details.

It is our commitment not to collect personal information from Clients visiting our website unless they have voluntarily submitted their personal information via one of our contact forms that requires information that could be based on an enquiry or to book onto a training course. If you start to complete a contact enquiry form and decide not to finish, partial details are stored from where Cradle Solution Inc may use this information to make contact with you, only to discuss your initial enquiry that was started but not finished. From time to time, Cradle Solution Inc may contact you to inform you about a specific future training programme. Visitor IP addresses may be seen by Cradle Solution Inc and on some occasions, the provider's host name but this information will not disclose your identity.

24. Recording of Cradle Solution Inc's Employees or associates

The monitoring or recording of any Cradle Solution employee is not permitted under any circumstances.

Clients are not permitted to take any video/photography/audio during the course without prior written consent of Cradle Solution Inc and its Clients, failure to do so will be considered a direct breach of our terms of business and this matter would be taken very seriously.

Clients are not permitted to take any video/audio during correspondence with Cradle Solution Inc's employees without prior written consent of Cradle Solution Inc and its Clients, failure to do so will be considered a direct breach of our terms of business.

Cradle Solution Inc will not take photographs, videos, or any audio recordings of you during a course and will not use this material for Cradle Solution Inc's own marketing purposes without your prior consent.

25. Security and Encryption:

We use the highest level of security and encryption methods available for processing payments online. We also strictly adhere to best practices of data protection. That means your payment details are as secure as they possibly can be when making a purchase with us.

Cradle Solution Inc shall implement reasonable measures to ensure that correspondence and machines used during training events are free from viruses and potentially harmful malicious software.

Cradle Solution Inc makes no warranty for the reliability, protection, or virus-free nature of the material that is downloaded from our website.

26. Confidentiality

All Client and Company information that is disclosed to Cradle Solution Inc will be kept confidential. Such information will not be disclosed by Cradle Solution Inc to any third party organisations or individuals, unless reasonably required for the performance of our service delivery, for example booking examinations.

Such information shall only be disclosed to employees that require such knowledge to conduct their role at Cradle Solution Inc. Such individuals are subject to legally binding obligations of data protection and confidentiality.

Cradle Solution Inc shall not be liable for the disclosure of any Client or Company information that is readily available in the public domain, or if dissemination is agreed in a legally binding written approval document.

27. Exam Pass Guarantee

For certain courses, we recognise that the examinations are difficult. Hence, for certain courses we provide an “Exam Pass Guarantee” – applicable courses have this phrase explicitly stated on the course page. Cradle Solution Inc’s Exam Pass Guarantee offer is only applicable if you attend all sessions, complete all assignments, and sit the original exam within 30 days of completing the associated course. The Exam Pass Guarantee offer means that on the first attempt, you can re-sit the Course at no additional cost. The Exam Pass Guarantee does not provide you with the associated resit examination, an additional fee may be applied when you book the exam

28. Credit

Credit, where mutually agreed with Cradle Solution Inc to be left on a customer account, is non-refundable and must be redeemed within 6 months of the agreement date

29. Exams

All Examination requests must be registered with Cradle Solution Inc’s Exam Booking Team within 30 days of the course’s conclusion.

Exam bookings must be made a minimum of 10 days in advance of the chosen examination date – customers will receive their examination registration voucher 48 hours prior to their chosen exam date from the Examining Institute. Once the customer has selected and booked a date with the Examining Institute, the voucher can only be used for the chosen date.

If a customer misses an examination due to reasons that are beyond the control of Cradle Solution Inc, such as technical issues, force majeure, or time management, a fee shall be applied should the customer want to pursue or retake the examination.