

Terms & Conditions

Terms and Conditions of Provision of Training Courses

1. General

This Agreement is entered into between the person, partnership or company named on the Email Confirmation ("the Client") and Scrum Facilitators Limited of registered address 4 Wentworth Gate, Wetherby, West Yorkshire, LS22 6XD ("Scrum Facilitators UK") when the location of the training takes place in the United Kingdom.

When the training takes place in the Netherlands the agreement is entered into between the person, partnership or company name on the Email Confirmation ("the Client") and Scrum Facilitators of Computerweg 37 3821 AA Amersfoort The Netherlands , CoC-number 61711969 ("Scrum Facilitators NL")

When the training is delivered virtually (online), the agreement is entered into between the person, partnership, or company specified in the Email Confirmation ("the Client") and either Scrum Facilitators UK or Scrum Facilitators NL, as indicated on the invoice or other formal communication.

The combined name of Scrum Facilitators applies to both Scrum Facilitators UK and Scrum Facilitators NL.

The Agreement will be effective once Scrum Facilitators has received an Email Confirmation acceptance of the terms and conditions herein. Any other terms or conditions sought to be imposed by either party shall not be incorporated into the Agreement and shall have no effect unless agreed to in writing by the other party.

2. Payment Terms

Except where otherwise agreed in writing Scrum Facilitators require full payment 14 days after invoice or before first training day, whichever comes first.

If payment is not received in accordance with this and the agreement is in place with Scrum Facilitators UK, Scrum Facilitators UK shall be entitled to charge interest of 8% over Bank of England base rate calculated on a daily basis; such interest to run from payment due date until full payment receipt.

For agreements placed with Scrum Facilitators NL, when a payment has become due and payable, the Client will owe statutory interest to Scrum Facilitators NL from that moment on.

3. Quotations & Other Offers

A quotation and/or any other offer from Scrum Facilitators is without obligation, unless expressly stated otherwise

Obvious mistakes, clerical errors or obvious errors in a quotation and/or any other offer are not binding on Scrum Facilitators.

A quotation and/or any other offer does not automatically apply to future orders.

4. Cancellation Terms

Any cancellation or postponement by the Client of a course within 30 working days of the course start date will be subject to the following charges:

- Within 10 working days of the course start date: 100% of the course fee applied by Scrum Facilitators

- Within 25 working days of the course start date: 75% of the course fee applied by Scrum Facilitators
- Within 30 working days of the course start date: 50% of the course fee applied by Scrum Facilitators

We reserve the right to deduct any costs incurred such as paypal or credit card charges, or any international payment charges or currency conversion adjustments .

No refunds or credits will be available for participants that fail to attend all days of the course. Substitutions will be accepted at any time prior to the start of the course if notified via email in advance

5. Delegate Exclusion

To protect the other course attendees Scrum Facilitators reserves the right to exclude delegates from the course due to disruptive or non-professional behaviour or in the event that the delegate's knowledge and/or aptitude is such that the instructor is unable to deliver the course as described in the outline. In the event of such Delegate Exclusion no refund of course fees or instructor expenses (where applicable) will be due.

6. Liability

Except as set out in this clause the total aggregate liability of Scrum Facilitators under this Agreement for any losses or damages shall not exceed the total price set out in the Email Confirmation. Nothing in this Agreement shall exclude or limit the liability of Scrum Facilitators for death or personal injury resulting from the negligence of Scrum Facilitators or that of its employees, agents or subcontractors.

7. Course Content

Whilst Scrum Facilitators will endeavour to deliver the content detailed in the course outline in full, Scrum Facilitators reserves the right to reduce content or add new content as deemed necessary.

8. Cancellation and Rescheduling by Scrum Facilitators

Scrum Facilitators reserves the right to cancel or reschedule the course any time. In the event of Scrum Facilitators having to cancel or re-schedule a course, the Client will be offered an alternative course date or the option of a full credit/refund. Scrum Facilitators cannot take responsibility for any travel and accommodation costs or other costs incurred by the Client as a direct or indirect result of cancellation or rescheduling by Scrum Facilitators.

The course venue may be changed at any time.

We may reschedule or cancel courses for low attendance at any time. Should your course be rescheduled or cancelled you will be offered a new course date or a full refund.

9. Copyright

All materials prepared for use with this course (including course notes) will remain the intellectual property of Scrum Facilitators (or subcontractors where appropriate) and are distributed to the Client without prejudice to existing Copyright. Any duplication (electronic or otherwise) or reuse of any materials given to the Client prior to or during the course is strictly prohibited.

10. Data protection

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

For Agreements which are with Scrum Facilitators UK:

10.1 Data Protection Scrum Facilitators UK

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Scrum Facilitators UK is the processor.

The parties will comply with the Data Protection Legislation.

Scrum Facilitators UK shall, in relation to any Personal Data processed in connection with this Agreement:

- A. process that Personal Data only on the Client written instructions;
- B. keep the Personal Data confidential;
- C. comply with the Client data protection policy;
- D. comply with the Client reasonable instructions with respect to processing Personal Data;
- E. only transfer Personal Data to a third country or an international organisation with the Client prior written approval. When the approval for transfer is given by the Client, it must be contingent upon a transfer performed in compliance with the exceptions and / or conditions provided for by the applicable Data Protection Legislation.
- F. assist the Client in responding to any data subject access request and to ensure compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- G. notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client or Scrum Facilitators UK compliance with the Data Protection Legislation;
- H. delete or return Personal Data (and any copies of the same) to the Client on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data; and
- I. maintain complete and accurate records and information to demonstrate compliance with this clause 9. Including records of:
 - a. the categories of recipients to whom the personal data have been or will be disclosed including recipients in third countries or international organisations;
 - b. the transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the UK GDPR, the documentation of suitable safeguards.

Scrum Facilitators UK shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or

damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- A. pseudonymisation and encrypting Personal Data;
- B. ensuring confidentiality, integrity, availability and resilience of its systems and services;
- C. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- E. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Scrum Facilitators UK.

Scrum Facilitators UK shall not subcontract the processing of personal data to another processor (a "Sub-processor") without the prior specific written authorisation of the Client. The Sub-processor shall not be permitted to further subcontract the processing of personal data to another processor. Scrum Facilitators UK shall ensure the obligations in this clause 10 are imposed on each Sub-processor in a written agreement (a "Processing Subcontract"). Scrum Facilitators UK shall be liable to the Client for each Sub-processor's performance and shall provide a copy of each Processing Subcontract to the Client upon request.

For Agreements which are with Scrum Facilitators NL:

10.2 Data Protection Scrum Facilitators NL

Data Protection Legislation: All applicable data protection and privacy legislation in force from time to time in the European Union, including the General Data Protection Regulation (EU) 2016/679 (GDPR); Directive 2002/58/EC on Privacy and Electronic Communications (as amended, including by Directive 2009/136/EC, and as transposed into the national laws of EU Member States); and all other applicable legislation and regulatory requirements in force from time to time within the EU relating to the use of personal data (including, without limitation, the privacy of electronic communications).

GDPR (EU 2016/679): The overarching regulation for personal data protection within the EU, equivalent to the UK GDPR.

Directive 2002/58/EC (ePrivacy Directive): Corresponds to the UK's Privacy and Electronic Communications Regulations 2003 (PECR), though it is implemented at the Member State level.

Other National Legislation: Reflects the transposition of directives like the ePrivacy Directive into individual Member State laws.

The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Scrum Facilitators NL is the processor.

The parties will comply with the Data Protection Legislation.

Scrum Facilitators NL shall, in relation to any Personal Data processed in connection with this Agreement:

1. Process that Personal Data only on the Client's written instructions;
2. Keep the Personal Data confidential;
3. Comply with the Client's data protection policy;
4. Comply with the Client's reasonable instructions with respect to processing Personal Data;

5. Only transfer Personal Data to a third country or an international organisation with the Client's prior written approval. When the approval for transfer is given by the Client, it must be contingent upon a transfer performed in compliance with the exceptions and/or conditions provided for by the applicable Data Protection Legislation, including the General Data Protection Regulation (EU) 2016/679 (GDPR).
6. Assist the Client in responding to any data subject access request and to ensure compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments, and consultations with supervisory authorities or regulators;
7. Notify the Client without undue delay upon becoming aware of a Personal Data breach or communication which relates to the Client's or Scrum Facilitators NL's compliance with the Data Protection Legislation;
8. Delete or return Personal Data (and any copies of the same) to the Client on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data; and
9. Maintain complete and accurate records and information to demonstrate compliance with this clause, including records of:
 - The categories of recipients to whom the Personal Data have been or will be disclosed, including recipients in third countries or international organisations;
 - The transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards.

Scrum Facilitators NL shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- A. Pseudonymisation and encrypting Personal Data;
- B. Ensuring confidentiality, integrity, availability, and resilience of its systems and services;
- C. Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- D. Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Scrum Facilitators NL.

Scrum Facilitators NL shall not subcontract the processing of Personal Data to another processor (a "Sub-processor") without the prior specific written authorisation of the Client. The Sub-processor shall not be permitted to further subcontract the processing of Personal Data to another processor. Scrum Facilitators NL shall ensure the obligations in this clause are imposed on each Sub-processor in a written agreement (a "Processing Subcontract"). Scrum Facilitators NL shall be liable to the Client for each Sub-processor's performance and shall provide a copy of each Processing Subcontract to the Client upon request.

11. Confidentiality

11.1 Each party (the "Recipient") undertakes at all times during the term of this Agreement and thereafter to maintain and procure the maintenance of the Confidential Information of the other party (the "Provider") as confidential, to keep and procure the keeping of such Confidential Information, secure and protected against theft, damage, loss or unauthorised access and not to, directly or indirectly, use or authorise or permit the use, copy or disclosure of the same or any

part thereof except insofar as may be necessary for the proper fulfilment of its obligations under, or receipt of the benefit of, this Agreement. For the purposes of this clause 11, **Confidential Information** means

- A. all information and data of whatever nature, whether disclosed orally, in writing, or by any other means, which relates to a party (or its affiliates) whether or not designated as confidential information but which by its nature is confidential;
- B. documents and any other information derived from any of the information described in paragraph (a);
- C. information designated as confidential or commercially sensitive or which might reasonably be considered as such.

11.2 A party may:

- A. disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 10 as if it were a party;
- B. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- C. use Confidential Information only to perform any obligations under this Agreement.

12. Financial Security Representations and Undertakings

12.1 Scrum Facilitators, its affiliates, and, to the best knowledge of Scrum Facilitators and its affiliate, its directors and officers, are and shall be in compliance with all Sanctions, anti-bribery and anti-corruption, anti-money laundering, countering the financing of terrorism laws and regulations.

12.2 Scrum Facilitators and its affiliates do not carry out or intend to carry out any activity in a Sanctioned Country.

12.3 For the purposes of this clause, "Sanctions" means any economic sanctions or restrictive measures enacted, administered, or enforced by the United Nations Security Council, the United States of America, the European Union, or other relevant sanctions authority and "Sanctioned Country" means a country or territory that is the subject of Sanctions broadly prohibiting dealings with such a country or territory.

12.4 Scrum Facilitators must promptly notify the Client in writing of any breach of clause 11 "Financial Security representations and undertakings".

12.5 The Client shall be entitled to suspend any payments to Scrum Facilitators whilst it investigates the breach of clause 11 "Financial security representations and undertakings".

13. Software Licences

The Client is assumed to have all appropriate licences for the software used during the course, irrespective of the course location.

14. Delegate Property

Any computer equipment, valuables or personal property brought by the delegate to the training venue will remain the responsibility of the delegate and should not be left unattended at any time. Scrum Facilitators will not accept liability for any loss of or damage to such computer equipment, valuables or personal property.

15. Law and Jurisdiction

The governing law and jurisdiction applicable to the agreement will align with the contracting entity:

- For agreements with **Scrum Facilitators UK**, the laws of England and Wales shall apply, and disputes shall be subject to the exclusive jurisdiction of the English courts.
- For agreements with **Scrum Facilitators NL**, the laws of the Netherlands shall apply, and disputes shall be subject to the exclusive jurisdiction of the Dutch courts.