

TERMS AND CONDITIONS

It is the goal of DX2 Training Solutions to fulfil and deliver on scheduled events with learners who have fully committed to the event. The following terms and conditions are in place to ensure that courses run, are well subscribed to, and are well attended. The provision of DX2 Training Solutions courses is subject to these terms and conditions. Please read these carefully before registering for a course. These terms apply to all purchasers. You agree to our Terms and Conditions by registering on our courses. All current and upcoming course registrations and courses you attend are subject to our Terms and Conditions. At any time, we reserve the right to modify and revise our Terms and Conditions. Before you register for a course, it is your responsibility to read the most recent Terms and Conditions.

1. DEFINITIONS

- 1.1. For the purposes of these Terms: 'We' and/or 'Us' means DX2 Training Solutions who will provide the services to you. 'You' means the learner/organisation receiving the service. 'Register' means the process of registration, booking, ordering or enrolling on a course and the term 'Registration' shall be construed accordingly.
- 1.2. Registration can take place through our website, this will involve you completing the relevant application form, providing us with your personal information so we can complete the registration on our side. Registration can also take place by telephone/email or in person, this will involve you providing us details of the course you wish to study, providing us your payment details and agreeing to proceed with the purchase. By completing registration, you are agreeing to the terms and conditions set out herein.
- 1.3. 'Course Materials' means the materials required to complete the Course; including the manual, workbook, assessment briefs, Pre-learning materials, quizzes and other resources, in paper, electronic format or other format where that option applies.

1.4. 'Services' include:

1.4.1. The provision of the Course Materials in paper, electronic format or other format where that option applies;

1.4.2. The provision of tutorial and other support including training, skills and

1.4.3. The provision of access to our Learning Management System (LMS) or other digital platforms.

1.5. 'Course Fees' means the amount owed for the provision of the Services.

1.6. 'Assessment' can include assignments, examinations, skills demonstrations or other as required by the programme descriptors.

2. DATA PROTECTION AND PRIVACY POLICY

2.1 DX2 Training Solutions is dedicated to protecting your privacy and the confidentiality of any information you provide to us. The information you provide is required to process your application. We may share your personal information with third parties as needed in order to process your application. Our Privacy Notice can be found [here](#). You consent to the terms of our Data Protection and Privacy Policy by accepting these terms and conditions.

3. COPYRIGHT NOTICE

3.1. All material on DX2 Training Solutions' website, online LMS system, or printed materials are the copyright of DX2 Training Solutions unless otherwise stated. Copyright is implied irrespective of whether a copyright symbol or a copyright statement is displayed. We own the copyright and other intellectual property rights in the text, graphics, information, designs, data and other content on our website and course materials. DX2 Training Solutions reserves the right to amend any of the information contained in its course brochures and outlines. The Course materials and content on our website may not be reproduced for any purposes, including commercial purposes.

3.2. No part of the site and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without express prior written consent from DX2 Training Solutions.

4. PROVISION OF COURSES

- 4.1. Course places are usually allocated on a first-come, first-served basis, based on payment of course fees or, if applicable, payment of your first instalment. Some courses where specified may be subject to interview and most suitable candidate(s) as per interview will be offered course places.
- 4.2. In the event of unforeseen circumstances or insufficient enrolment, DX2 Training Solutions reserves the right to cancel or postpone a course. If we cancel a course or postpone it by more than 60 days from the original start date, the full fee is refundable to you.
- 4.3. If a course is oversubscribed, learners will be offered a seat on the next available course to run within 60 days of the original start date.
- 4.4. Course dates, days, and times are subject to change throughout the course and we would be informing you the same via email or Microsoft teams.
- 4.5. After registration, learners will get an email confirmation that contains the details of the course. The learners will be given access to DX2 Training Solutions Learning Management System where appropriate.
- 4.6. In order to complete the course, if required by the course the learner is responsible for making sure they have all the required technical equipment. These may include specifications for the computer access, internet access, operating system, and software.
- 4.7. Learners will be unable to access DX2 Training Solution's Learning Management System when the timeframe has lapsed.
- 4.8. Learners may not transfer their account to any other person and may not use anyone else's account at any time.
- 4.9. Learners are given a set period of time determined by individual programme descriptors or accrediting bodies to complete a programme those who fail to complete in the timeframe will be marked as withdrawn, no refund is payable for withdrawals.
- 4.10. 4.10 PPS Numbers & Foreign Enrolments – All QQI awards issued from QQI require the learner to hold an Irish or UK PPS number (Personal Public Service Number). Applicants and Learners are

advised that if they do not carry a PPS number they will not be eligible to receive an award from QQI as it is a requirement of certification by QQI.

5. PAYMENT OF THE COURSE FEE

5.1. Before the commencement of a course, all fees must be paid in full, unless an instalment payment plan has been agreed upon, or a grantor or other third party, such as the Department of Employment Affairs and Social Protection, has approved funding in writing.

5.2. If your funding is withdrawn, or if your non-attendance or non-submission of funding/documentation/assessment material does not meet the funder's criteria, you, the learner, must pay the full fee – Funding bodies include but not exclusively can be the Department of Social Welfare (INTREO), Community Employment Schemes, and other state bodies.

5.3. If you are funded by an employer once a learner commences a programme DX2 Training Solutions have an obligation to see the training through with the individual, regardless of their employment status with the funder. We aim to safeguard a learner's academic journey and to ensure that a learner can complete the programme that they have commenced. By agreeing to these terms and conditions the employer accepts liability for the course fee relating to that learner.

5.4. If you have paid course fees in part or in full and are then granted funding by a third party, you will be refunded when we receive payment from the funder.

5.5. If you choose to pay in instalments, you are entering a legally binding contract for which you will be personally liable. Payments are made on a periodic basis (fortnightly/monthly) and not for separate modules and therefore payments must be made when they fall due. Withdrawing from a programme once commenced will incur the full cost of the programme as per these terms and conditions.

5.6. Learners are solely responsible for all service, telephony, data charges and/or other fees and costs associated with their access to and use of the Services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

5.7. We do not offer returns or refunds on our learner packs, uniforms or other equipment provided as part of a programme. Additionally these items remain the property of DX2 Training Solutions until such time as full course fees have been paid.

6. CANCELLATIONS, TRANSFERS AND NO-SHOWS

6.1. A learner may decide to withdraw from a course after registering. You must submit this request in writing. Any requests for course fee refunds must be submitted within 14 days of the original purchase/booking date.

6.2. The right to cancel during the cancellation period is lost if:

6.2.1. DX2 Training Solutions begins providing training at your request before the 14 day cancellation period has passed,

6.2.2. The course is already open for you to begin,

6.2.3. If your course begins within the 14 day window and the course is provided to you within the 14 days. This is because the service has already been rendered before the 14 day cancellation period has passed,

6.2.4. If course materials or LMS online access details have been issued.

6.3. In the event of a cancellation, there is a non-refundable administration fee of €100.

6.4. A grace period of two weeks will be provided if we are unable to collect instalment payments. Following that, there will be a fee of €10.50 for each missed instalment payment.

6.5. If we are unable to collect instalment payments, the learners' access to the course and tuition will be suspended, unless satisfactory payment arrangements are made.

6.6 In the event of a medical reason, a learner may request to put their course on hold for a maximum of three months by application to admin@dx2.ie. The postponement will be considered at the sole discretion of DX2 Training Solutions and will require submission of a valid medical certificate. Continuation of the payment plan will be necessary during the postponement period.

6.7 Cancellations received up to 10 business days prior to class will not be charged the training fee.

6.8 Cancellations 3-10 business days prior to class will be invoiced the full training fee.

6.9 As a courtesy, we will allow you to apply 50% of your payment toward a future DX2 Training course within one year of the cancellation date.

6.10 Cancellations 1-3 business days prior to class, and no-shows, are subject to payment for the full amount without future training credit.

6.11 Registrant substitutions may be made at any time.

6.12 Please note that if you do not cancel or do not attend, you are responsible for the full payment of course fees this is considered a no show.

6.13 DX2 reserves the right to cancel or change a course at any time, including but not limited to, lack of participation, classroom, equipment or trainer availability. Notification will be provided within 14 days of the course, whenever possible. Registrants will not be charged for the course. DX2 is not liable for any direct, or indirect, consequential or special damages that may be incurred due to a cancellation of a scheduled course, including, but not limited to, cancellation penalties for transportation or accommodations. The customer or student's sole remedy shall be the refund of prepaid course fees.

7. DISCOUNTS/SPECIAL OFFERS

7.1. Any courses that have been discounted or are part of a special promotion are not eligible for refunds.

8. SUBMISSIONS, EXTENSIONS AND DEADLINES

8.1. When a learner registers on a course, submission dates will be provided to them. The time allowed to complete each course is detailed on our website. All learners who do not complete courses in the time-frame listed on the website, may be completely removed from the Active learner list if no formal extension is requested. If you have been removed from the registered

learner and the learner may be liable for complete re-registration and full course payments again upon application.

8.2. Requests for extensions of this date may be made, but DX2 Training Solutions retains the sole discretion to grant them. When applying for an extension, the learner needs to state the number of days/weeks required. Care must be taken to apply for the length of time required to avoid having to apply for an additional extension. A maximum of 2 extensions can be applied for.

8.2.1. Fees: Pre 01.07.2023 there is no fee for the first extension and there is a fee of €100 for the second extension. There is a late submission fee of €100 after that.

8.2.2. Post 01.07.2023 there is a fee of €60 for the first extension. There is a fee of €100 for the second extension. No extension will be granted after this and a late submission fee of €120 will apply.

9. EVENTS OUTSIDE DX2 TRAINING'S CONTROL

9.1. DX2 Training Solutions will not be liable or responsible for any failure to perform or delay in performance of any of its obligations under the Conditions that is caused by events outside DX2 Training's reasonable control (a Force Majeure Event). A Force Majeure Event includes any acts, events, non occurrence, omission or accident beyond the DX2 Training's reasonable control and includes, in particular (without limitation) the following:

9.1.1. strikes, lock outs or other industrial action; or

9.1.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack or (whether declared or not) threat or preparation for a war; or

9.1.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic, other natural disaster; or

9.1.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

9.1.5. impossibility of the use of public or private telecommunication networks.

9.2. DX2 Training's obligations under the Agreement will be suspended for the period of the Force Majeure Event. DX2 Training will take reasonable steps (if within its reasonable control) to bring the Force Majeure Event to a close or to find a solution by which DX2 Training's obligations under the Agreement can be performed despite the Force Majeure Event.