

FM College, Inc. Terms & Conditions

1. Payment Terms for FM College Incorporated (hereafter FM College)
 - a. 100% payment of the amount in maximum 15 days upon the receipt of the invoice.
 - b. The payment shall be conducted either in cash, credit/debit card, check or bank transfer.
 - c. The stated amount is exclusive of Sales Tax and other duties, taxes and transfer related charges which if applicable are payable by the client in addition to the stated amount.
 - d. 100% payment of the amount due at least 14 days prior to commencement of the course, unless otherwise agreed.
2. Cancellation and Postponement Policy
 - a. All cancellations and postponements shall be done in written form.
 - b. In case of client cancellation:
 - i. No cancellation fee if the cancellation takes place not less than 14 days prior to the beginning of the course,
 - ii. 50% cancellation fee if the cancellation takes place between 7 days and 14 days prior to the beginning of the course,
 - iii. 100% cancellation fee if the cancellation takes place less than 7 days prior to the beginning of the course,
 - c. In case of client postponement,
 - i. FM COLLEGE issues a credit note which states that the paid amount can be used for participation in any of the company's courses which are scheduled in a period of 12 months from the date of the credit note.
 - ii. A 25% postponement fee if the postponement takes place less than 10 days prior to the beginning of the course
 - d. In case of FM COLLEGE cancellation:
 - i. A 100% refund shall be applicable if FM COLLEGE decides to cancel the event - the client has an option to receive a credit note which can be used for any course for a period of 12 months.
 - ii. In case of FM COLLEGE postponement - the client may choose to participate on the same course at the later date or to be issued a credit note which states that the paid amount can be used for participation of any of the company's courses which are scheduled in a period of 12 months from the date of the credit note.
 - iii. Client also maintains their right to cancellation per (2.b.) above.
3. Selection of Trainer and Location
 - a. Selection of the trainer and training location shall be at the discretion of FM COLLEGE. Every effort shall be made to maintain continuity, but, if necessary, FM COLLEGE can change the trainer and training location any time prior to commencement of the course.
4. Intellectual Property
 - a. The copyright, intellectual property and design rights of the learning materials are property of FM COLLEGE and its expert trainers. It cannot be copied, shared or reproduced without prior written consent of FM COLLEGE.
5. Health and Safety
 - a. The clients must conform to and comply with the Health and Safety Policy and Procedures as laid down by FM COLLEGE or its partner organizations when the course is

delivered in leased premises. Breaches of these policies and procedures may result with the client being suspended or excluded from the course and premises.

6. Complaints and Refunds Procedure

- a. FM COLLEGE shall deem relevant the following types of complaints:
 - i. If the contents of a course or the training materials are incorrect or inappropriate.
 - ii. If the duration of the course is significantly different to that invoiced.
 - iii. If the conduct or actions by the FM COLLEGE trainer are inappropriate or offensive.
 - iv. If the training delivery is not on a satisfactory level
- b. Enquiries and complaints shall be made in written form and have to contain sufficient detail to allow FM COLLEGE to compile an official written response.
- c. All official enquiries and complaints shall be submitted electronically to Robert Blakey, Managing Director of FM College, at Robert@fm-college.com
- d. FM COLLEGE shall officially respond to the complaint no later than 7 days from the date of its reception.

7. Force Majeure

- a. FM COLLEGE shall not be liable to the clients or be deemed to be in breach of any agreement it has concluded with them for any delay in performing or failure to perform any of the FM COLLEGE's obligations in respect of the services if the delay or failure was due to any cause such as war, warlike activities, fire, storm, explosion, national emergency, labor dispute, strike, lock-out, civil disturbance, actual or threatened violence by any terrorist group, newly enacted law or regulation or any other cause not within the control of FM COLLEGE.

8. Governing Law

- a. This contract shall be governed by and construed in accordance with the Laws and Regulations of the Authority in the State of Washington, USA.