

# Terms of Service

# ITIL®

## Annual Membership Scheme



ITSM Assist Limited  
<https://www.itsmassist.com>

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## 1. Definitions

- 1.1 Annual Membership Scheme means (denotes) the 12-month period commencing from the invoice date. The "Annual Membership Scheme" ends naturally and does not automatically renew.
- 1.2 Customer means the buyer of ITIL® certification courses from ITSM Assist Ltd., (the seller).
- 1.3 ITSM Assist Ltd., means the seller/provider of ITIL® certification courses to the "Customer." (ITSM Assist Ltd., company registration, 15587940. Registered address, Finnies Chartered Accountants, Swaby's Yard, Walkergate, Beverley. HU17 9BZ. England. Trading address, 10 Millhouse Woods Lane, Cottingham. HU16 4HQ. England. VAT registration, GB 120256265).
- 1.4 Online Live means virtual classroom

## 2. Agreement

- 2.1 These terms govern all sales of ITIL® certification courses sold by "ITSM Assist Ltd.," to the "Customer" and take precedence over any conflicting terms provided by the "Customer", unless explicitly agreed upon by "ITSM Assist Ltd.,".
- 2.1 This agreement pertains to ITIL® certification courses delivered by an accredited instructor on behalf of "ITSM Assist Ltd.," delivered in "Online Live" format.
- 2.2 This agreement incorporates the following ITIL® certification courses:

Foundation (2-day instructor delivery)

ITIL® 4 Foundation (FND)

Upper-Level (3-day instructor delivery)

ITIL® 4 Create, Deliver and Support (CDS)

ITIL® 4 Drive Stakeholder Value (DSV)

ITIL® 4 High Velocity IT (HVIT)

ITIL® 4 Direct, Plan and Improve (DPI)

ITIL® 4 Digital and IT Strategy (DITS)

ITIL® 4 Monitor, Support and Fulfil (MSF)

### 3. Pricing

- 3.1 In addition to the agreed “Annual Membership Scheme” fee, the following ITIL® certification courses will be charged as follow:
- Foundation £375 plus VAT.
  - Upper-level £560 plus VAT.
- 3.2 The above pricing is valid only during the “Annual Membership Scheme” period. ITIL® certification courses bought/ordered including those scheduled, outside this period will follow the regular advertised prices of “ITSM Assist Ltd.,” unless otherwise agreed. Regular advertised prices can be viewed at, <https://www.itsmassist.com>
- 3.3 Should “ITSM Assist Ltd.,” face price increases imposed by the owners of ITIL® and/or the respective ITIL® examination institute, “ITSM Assist Ltd.,” reserve the right to adjust the prices of ITIL® certification courses under the “Annual Membership Scheme” accordingly. Conversely, the “Customer” retains the right to terminate their membership immediately (see Cancellation).

### 4. Cancellation and Refunds

- 4.1 The “Customer” reserves the right to cancel its membership to the “Annual Membership Scheme” at any time without providing reason for cancellation.
- 4.2 If the “Customer” cancels their membership to the “Annual Membership Scheme” prior to natural expiry, “ITSM Assist Ltd.,” will compare the total cost of ITIL® courses purchased and delivered under the membership, including the membership fee, with the regular advertised pricing. If the “Customer” paid more under the membership, “ITSM Assist Ltd.,” will refund the difference. If the “Customer” benefited financially from the membership, no refund will be issued.

### 5. Invoicing and Payment

- 5.1 The “Annual Membership Scheme” will be invoiced upon order placement.
- 5.2 All ITIL® certification courses will be invoiced upon completion of course delivery.
- 5.3 All invoices will be due for payment on or before 30-days of the invoice date, respectively.

### 6. Liability

- 6.1 “ITSM Assist Ltd.,” limits its total liability for any loss or damage from the sale of ITIL® certification courses to the price of the sale.
- 6.2 “ITSM Assist Ltd.,” shall not be liable for any indirect, special, or consequential damages, including loss of profits.

## 7. Property of Law

- 7.1 This Agreement/Contract shall be construed and governed in all respects by English Law and, unless otherwise stated in writing, such products or services shall not be required to comply with any provisions of any other law. All disputes arising under or relating to this Agreement/Contract shall be subject to the jurisdiction of the Courts of England.

## 8. Frequently asked questions (FAQs)

When is the Annual Membership Scheme invoiced?	We will invoice the agreed annual fee as soon as we receive a purchase order. Payment will be due on or before 30-days from the invoice date.
When can we start purchasing/scheduling courses based on the Annual Membership Scheme pricing?	As soon as we receive a purchase order you will become an Annual Membership Scheme member, and in turn immediately start benefiting the agreed Annual Membership Scheme pricing accordingly.
As an Annual Membership Scheme member, how do we purchase/schedule courses, e.g., make student course bookings	<p><b>Step 1:</b> Submit an enquiry regarding one of our upcoming prescheduled online live ITIL courses by emailing <a href="mailto:admin@itsmassist.com">admin@itsmassist.com</a> You can if preferred, see our upcoming prescheduled online live courses/dates by visiting <a href="https://www.itsmassist.com">https://www.itsmassist.com</a></p> <p>Once we receive your enquiry we will respond accordingly, providing the required information along with confirmation of the agreed Membership pricing.</p> <p><b>Step 2:</b> If you elect to proceed, send us a purchase order along with student name(s), their respective email address along with the elected course date(s). We will then respond with booking confirmation and in turn issue students with their course joining details accordingly.</p> <p><b>Step 3:</b> We will invoice the agreed Membership pricing following completion of each online live course delivery. Payment will be due on or before 30-days from the invoice date.</p>
Do students have to be employees of our organisation to benefit the Annual Membership Scheme pricing?	No, any approved representative of your organisation will be eligible for the agreed Membership pricing, such as your customers/partners etc.,
How and when do students take their exam?	Exams are taken online directly with the official Axelos® examination institute (EI), PeopleCert®. Axelos are the owners of ITIL® and PeopleCert are the official EI for Axelos. Students take their exam at a time, day, and location (e.g., home) of their choosing.

How long are student exams valid for?	Student exams are valid for 12-months from the date of issue. Resits/retakes (referred to as "Take2") are valid for 6-months from the date of issue.
Will we be charged for students failing to attend any prescheduled online live course?	No, only students attending at the point of course commencement will be charged. If exam vouchers have already been issued these will be cancelled accordingly. Note: this is on the basis exam vouchers remain unused, if used, then charges will apply.
What happens if a student starts a prescheduled online live course but fails to complete the course?	Students joining any prescheduled online live course and fail to complete the course will be charged accordingly. However, these students can attend any future prescheduled online live course free of charge. This is on the basis that they still hold a valid exam voucher.
What if a student fails the exam?	<p>Firstly, unless otherwise stated, we include within our pricing a free exam resit/retake for all students (known as "Take2"). In the event of exam failure, PeopleCert (the examination institute) will automatically issue another voucher code two working-days following the first exam attempt (valid for 6-months).</p> <p>Secondly, if a student fails the exam at first attempt, they can attend another prescheduled online live course free of charge. This is on the basis that students hold a valid exam voucher (e.g., their resit/Take2 voucher).</p>

## 9. Enquiries

For further information either contact [admin@itsmassist.com](mailto:admin@itsmassist.com) or Trevor Wilson (the course instructor) directly at: [twilson@itsmassist.com](mailto:twilson@itsmassist.com) For information about billing contact [accounts@itsmassist.com](mailto:accounts@itsmassist.com)

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_