

Terms Of Service

These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.

By ordering Services from Elite Offshore Pvt Ltd you warrant that you are legally capable of entering into binding contracts.

1) Definitions

“Agreement” means the contract you have entered into by purchasing the services to which these terms and conditions apply.

“Contract Start Date” means the date this contract is formed.

“Course” means the services which are provided to you.

“Services” means the facilities, course content, course materials, course facilitators and support offered to you as part of your Course.

“Trade Marks” means all names, marks and logos from time to time owned by or registered in our name including without limitation “Elite Offshore Pvt Ltd”, or those of our partners.

“We”/“Us”/“Our” refer to Elite Offshore Pvt Ltd.

“Website” means www.eliteoffshore.com, www.elitecel.com or any other website we may designate.

“You”/“Yourself” means the person/company who has purchased the services.

“Centre for Experiential Learning” is owned by Elite Offshore Pvt Ltd

2) Formation of contract

The Contract Start Date is defined as the day on which you indicate your acceptance of the training or Services on offer to you. By providing a PO number, you are acknowledging acceptance of our terms and conditions and these Services.

3) Your right to cancel or transfer

You shall have the right to cancel this Agreement without any liability within 14 days of date of Agreement provided that Services have not commenced and are not due to commence in this period.

Cancellation and/or transfer fees shall apply to cancellation or re-scheduling of any course by you unless the exceptions stated below apply.

All inhouse and remote courses:

Confirmed booking	Up to 10 working days before course start date	9-0 working days before course start date
Cancellation fee	50%	75%
Transfer fee	0%	25%
Substitution Fee	0%	0%

You may substitute delegates by written notification to Elite Offshore Pvt Ltd subject to new delegates complying with course requirements (including pre-requisites, and pre-course reading) as notified by Elite Offshore Pvt to you or as detailed in the course outline.

4) Cancellation of courses by Elite Offshore Pvt Ltd

Elite Offshore Pvt reserves the right to cancel a course at any time without liability. In these circumstances, delegates will be offered an alternative date. Elite Offshore Pvt Ltd is not liable for any expenses incurred. Elite Offshore Pvt Ltd will not compensate for time spent travelling or away from the office.

5) Termination

We may terminate the provision of any part of the services or restrict your access to services without any prior notice to you where (by way of example and without limitation):

- a. there is a regulatory or statutory change limiting our ability to provide the services;
- b. any event beyond our reasonable control prevents us from continuing to provide the services (for example and without limitation, technical difficulties, capacity problems and communication failures). In this respect, should the service be unavailable for more than one working day our performance under this agreement is deemed to be suspended for the period that the event in question continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event to a close or to find a solution by which our obligations under this agreement may be performed despite the event in question;
- c. we consider in our reasonable discretion that you are abusing the services provided by us or acting in any way which deliberately jeopardises the service or you are otherwise acting in breach of these terms and conditions and we have notified you of the abuse or breach.

6) Payments

Payments are subject to our payment schedule.

Elite Offshore Pvt Ltd do not provide credit to companies. Full payment shall be made prior to commencement of the course.

Important: Your training program, and the work necessary to complete your training day, begins as soon as a date is held for you. This means that your trainer is reserved exclusively for you – no other client can book. Additionally, we prepare joining instructions including access to pre-learning, printed materials plus any accommodation. These are non-recoverable costs and guide our terms and payment schedule.

Failure to receive the course fees in adherence with these terms means that Elite Offshore Pvt reserves the right to refuse access to the Course. Furthermore, having formed a contract, failure to receive course fees will still incur a financial liability for the client according to the cancellation terms and periods.

Bookings made within 10 working days of the course delivery date may only be paid via bank transfer, not invoice. Elite Offshore Pvt reserves the right to make exceptions to this rule by prior agreement.

In the event of late payment, Elite Offshore Pvt reserves the right to charge interest on all outstanding amounts at the rate of 2% per month plus Rs 500 per calendar month or part thereof from the last date that payment was due to the date that payment is made.

You acknowledge and agree that you will not be entitled to bring any claims or legal proceedings in respect of any refund or other repayment of funds howsoever arising.

7) Prices

The prices quoted on this site and in our brochures are correct at the date of publication (that is the earliest course date published within a brochure) and for 30 days thereafter. Elite Offshore Pvt reserves the right to adjust these prices in order to meet their true cost outside this period.

8) Services updates

We reserve the right to amend, substitute, modify and improve the content and format of any service (in whole or part) or to substitute and modify the service required from time to time to form

a Course in the light of either changes to qualifications made by the appropriate certifying bodies or our industry experience or ongoing improvements in its service to you. Such changes shall be made unilaterally and without your prior consent and may be reflected in the services.

9) Equipment

For public courses, any internet based content will be provided by the facilitator for the group as a whole. If you wish to use a tablet or other device to access online content and materials during a classroom-based course you must have the agreement of the facilitator and their decision is at their discretion. For online and eLearning courses, it is your responsibility to ensure that the equipment you use meets the minimum recommendations as shown on the website.

We are not responsible for any technical or other issues that may arise if you download software from an external third party website or upgrade your browser software to enhance your usage of the service.

You agree to provide us with an up-to-date email address throughout your period of study with us.

10) Web services

We reserve the right to suspend or disconnect any web related services without prior notice where it is necessary for maintenance and/or upgrades. We will endeavour to resume service with minimum delay.

11) Acceptable use policy

You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any material uploaded or distributed or stored by you does not infringe the rights of others.

All content sent to you by email, post or hosted on websites or in any way relating to the service belongs to Elite Offshore Pvt Ltd or our licensors (which may be subject to separate terms). Any retrieval and/or display of content on the electronic device on which you first accessed it or downloaded it, or printed a single copy of individual pages on paper and/or stored such pages for caching purposes only, is solely for your personal and non-commercial use. We, and/or our licensors, own the copyright and all other intellectual property rights associated with the content of services and the Website, save where otherwise stated.

You acknowledge that we or our partners own the Trade Marks and that you may not use any of them or any similar names, marks or logos without our prior written permission. Other product and company names and logos mentioned or displayed in our materials may be the trade marks, service marks or trading names of third parties.

12) Code of conduct

You shall use the services strictly in accordance with these terms and conditions and shall not misuse the services. You shall comply with all reasonable instructions or directions given by us in respect of the services.

In accessing the services you agree not to:

- a. reproduce the content (other than as allowed under these terms and conditions), modify or in any way commercially exploit any of the content;
- b. redistribute any of the content (including using it as part of any library, archive or similar service);
- c. remove the copyright or trade mark notice(s) from any copies of content made in accordance with these terms and conditions;
- d. create a database in electronic or structured manual form by systematically downloading and storing all and any of the content;

- e. damage, interfere with or disrupt access to our websites or services or do anything which may interrupt or impair their functionality;
- f. make any commercial or business use of the services or resell or commercially benefit from any part or aspect of the services;
- g. make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data or any other harmful software;
- h. falsify the true ownership of software content;
- i. obtain or attempt to obtain unauthorised access, through whatever means, to the services, other services or computer systems or areas of our or any of our partners' networks;
- j. set up links from any website controlled by you to any services, without our express written permission;
- k. commit plagiarism (i.e. the wilful act of presenting our or third party materials as your own). Any user name(s) and password(s) enabling access to the services provided by us must be kept for your sole use. We have the right from time to time to change the allocated password.

13) Limitation of liability

We will only be liable for losses which are foreseeable to both you and to us as a consequence of us breaching these terms of sale and caused by our own negligence. We will not be responsible for any commercial or business losses (including without limit loss of goodwill, profits, contracts, anticipated savings, data, or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable to both you and us at the time our contract was formed, or at the time you began using our service.

We do not commit acceptance of our training and certification by any organisation or professional body or employer of any of our delegates trained by us. We shall not be liable for any such claims, or direct or consequential losses owing to non-acceptance of our certification by any party.

We exclude, to the extent permitted by law, any express or implied warranties and conditions. Nothing in the foregoing shall limit our liability for death or personal injury or as otherwise required by law. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or our Service or to your downloading of any material posted on it, or on any website linked to it.

14) Indemnity

You agree to indemnify (and to hold us and any of our officers, employees and agents) from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of the services and/or your breach of these terms and conditions.

15) Advertising, sponsorship and partner courses

Our websites may contain advertising, sponsorship and courses delivered by our partners. Advertisers, sponsors and partners are responsible for ensuring that material submitted for inclusion on the websites complies with applicable laws, codes and regulations. We exclude to the fullest extent permitted by law any responsibility for any error or inaccuracy appearing in any advertising, sponsorship or partnership material.

16) Complaints and course guarantee

All complaints and claims relating to our Course Guarantee must be received in writing to info@eliteoffshore.com within 10 working days of the course date. We have never had a single request to use our guarantee but should you feel you need to, we simply ask that you return all your course materials and make your request during the morning refreshment break.

17) Courses and Services

The Services provided by Elite Offshore Pvt cannot be relied upon for legal interpretation. Neither Elite Offshore Pvt nor its employees, trainers or consultants can accept responsibility for delegates' actions, or those of other people interpreting the Services in litigation, or responsibility for any loss incurred as a result of relying on the Services. If in doubt, consult a lawyer.

18) Contact us

If you have any queries concerning any part of these terms and conditions please contact us by email to: info@eliteoffshore.com or by post, using the address below:

Unit G5, Tower 3, "P" Level, CBD Belapur Station Building, Sect 11, CBD Belapur, Navi Mumbai 400614, MH, India

Except for notice required under the "Your right to cancel" clause above, all other notice (to be given by you under these terms and conditions) and all other written communications from you, must be in writing and may be delivered or sent by letter via speed or registered post, or by email, although for service by email to be valid, receipt of email needs to be acknowledged by us. Any notice or document shall be deemed served if delivered, at the time of delivery; or if posted, 48 hours after posting; or if sent by email, at the time of acknowledgement by us.

19) Information management

We will use any personal data collected during your studies or other contact with us in accordance with current Indian data protection legislation and our Privacy Statement from time to time. You may view our Privacy Statement on the Website.

20) Invalidity

The invalidity, illegality or un-enforceability of any provision of these conditions should not affect any other conditions. If either party does not exercise any right or remedy under these terms and conditions, this will not be taken to mean that they have been waived.

21) Third party rights

A person who is not party to this Agreement shall have no right under the Contracts to enforce any term of this Agreement. This clause does not affect our rights or any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

22) Special Offers

Use of any special offer or discount code is subject to the following terms:

- All offers and discounts are made at Elite Offshore Pvt Ltd's discretion and can be withdrawn at any time, for any reason and without any notice;
- Offer rates only apply in the stated booking period to the stated products;
- Offers and discounted rates cannot be applied retroactively to a previous booking. You cannot cancel a course and then rebook it at the reduced rate;
- Offers and discounted rates cannot be used in conjunction with any other offer unless specifically stated otherwise;
- Offers and discounted rates do not apply to qualifications, partner courses, in-house programmes or residential courses unless specifically stated otherwise.

23) Law

This Agreement shall be subject to the laws of India and the contracting parties submit to the exclusive jurisdiction of the courts of Mumbai. Nothing in these terms and conditions will reduce your rights under current Indian law relating to the supply of unsatisfactory services.

24) Customer Service:

If you have questions or comments regarding Elite Offshore Pvt Ltd, please email us at info@eliteoffshore.com or write to us at the address above in (18) Contact Us.