

Terms & Conditions

1. These are the terms on which Uptime Institute agree to accept the booking specified. They represent the entire agreement between you and Uptime Institute and by submitting the training program application form or an official purchase order for our services you accept these terms and agree that any terms and conditions that you may supply or have supplied to Uptime Institute will not apply.
2. Uptime Institute will, on receipt of an official purchase order or a completed training program application form, issue an invoice, which must be paid 28 days prior to training program commencement. Should you wish to cancel the booking please notify Uptime Institute in writing. For cancellations received prior to 28 days before the training program commencement date, a full credit will be issued which can be applied to a future course. Any credit not used within (1) year will be forfeited. For cancellations received between 15 and 28 days before the training program commencement date, a 50% credit of the training program fee will be issued. No credit can be given and the full training program fee remains payable in respect of cancellations received by Uptime Institute within 14 days of training program commencement or in the event of non-attendance. For training program date rescheduling requests received 28 days or more before the training program commencement date, no charge will be made. For rescheduling requests received between 15 and 28 days before the training program commencement date, 50% of the training program fee will be charged. For requests to reschedule received within 14 days of training program commencement date there will be no credit and the full training program fee remains payable. Please note that only one transfer will be honored per paid course. Should you wish to send a substitute attendee you may do so, but please give as much notice as you can, including full details of the new attendee. Payments made under this condition 2 in the event of a cancellation represent liquidated damages intended to compensate Uptime Institute for losses sustained as a result of late cancellation.
3. Uptime Institute reserves the right to refuse admission to any training program when any payment due to Uptime Institute has not been received on the due date.
4. Uptime Institute reserves the right to vary the location or the designated instructor at any training program, but will ensure that alternatives are suitable for the purpose.
5. In the event that Uptime Institute has to cancel a training program for insufficient attendance or circumstance beyond their reasonable control notice will be given and Uptime Institute will, in full settlement of its liability to you, credit all payments made in full for transfer to a future course held within (1) one year. Uptime Institute does not accept any liability for any travel or accommodation expenses that you may have incurred.
6. All Uptime Institute IP shall remain solely the property of Uptime Institute. (The term "Uptime Institute IP" means all methodologies, research, software, tools, compilers, specifications, concepts, techniques, documentation and/or data utilized by Uptime Institute in the performance of the Services, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services), and all intellectual property rights therein, which (a) have been originated or developed by Uptime Institute, any of its Affiliates or Third Parties outside of the scope of the Services, or (b) have been purchased by or licensed to Uptime Institute. Uptime Institute IP includes all patent, copyright, trade secret and other intellectual property rights related to any of the foregoing. These T's and C's, any other supplement to the Proposal or otherwise shall be construed to grant to Client any right, title, license or other interest (whether by estoppel, implication or otherwise), in any Uptime Institute IP, except that (i) Client shall have the limited right and license to display the foil for any award granted by Uptime Institute, and to use the Uptime Institute name and trademark in connection therewith, as expressly granted in the following paragraph (Use of Name, Trademark, and Logo) and (ii) Client shall have the limited right and license to use Uptime Institute IP, solely internally and for Client's internal purposes.
7. The names and details of attendees on all training programs are confidential and you agree not to release such details concerning other attendees to any third party.
8. At Uptime Institute's full discretion, the accreditation endorsement may be suspended or revoked pending abuse of the terms of this curriculum or any aspect of the Uptime Institute Tier Program, including Tier Certification. The accreditation represents neither license nor permission to deliver a) Tier Certifications of designs, b) Tier Certifications of constructed environments, or c) Operational Sustainability ratings or Certifications. The Uptime Institute has retained the right to Certify designs and facilities to the Tier Classification System. Tier Certifications are delivered exclusively by Uptime Institute Tier Certification Authorities.
9. All course materials delivered in writing, printed copy, electronic copy, or verbally shall remain solely the property of Uptime Institute. Nothing contained in the Agreement or any Purchase Order, shall be construed to grant to Client any right, title, license or other interest (whether by estoppel, implication or otherwise). Course materials are solely for the consumption of approved course participants. Recording or dissemination of materials of any kind is strictly prohibited.
10. Reasonable care has been taken to ensure that written material available at training programs and the content of presentations, is correct as of the date stated in the written material. The written material takes no account of updates in law or practice beyond that date. Written material should not be relied upon except by those who have attended an Uptime Institute program and should be read in conjunction with the instruction given at that training program. Uptime Institute's total liability for any claim arising from any inaccuracy or omission in the material or the presentation shall never exceed the amount paid by the client for the cost of the class and Uptime Institute accepts no liability for consequential loss.
11. You are responsible for yourself and your attendees whilst at Uptime Institute, the training program location or in any accommodation suggested by Uptime Institute. You will indemnify Uptime Institute (unless exempt by state laws) in full against any loss or damage cost or claim incurred by Uptime Institute as a result of your or their behavior, acts or omissions. Any attendees who behave in a manner deemed by Uptime Institute to be disruptive to the training program or to other attendees may be excluded from the training program and no credit of fees will be made.
12. Where a training program involves online self study modules, it is your responsibility to ensure that your systems and hardware are suitable to operate the online modules.
13. Uptime Institute accepts no liability for personal effects, motor vehicles or other items brought on to Uptime Institute or training location premises by you or your attendees and you will indemnify Uptime Institute (unless exempt by state laws) against any claim which may be made against Uptime Institute for their loss or damage.
14. Save as provided in condition 10 and claims for death or personal injury caused by negligence, Uptime Institute accepts no liability for any claims howsoever caused including loss arising from the negligence of Uptime Institute and its agents and employees.

PAYMENT TERMS

As stated above confirmation of a booking comprises of an official purchase order or a training program application form. The training program fee is payable in full no later than 28 days before the training program commencement date.

Payments can be made by any of the following methods: Electronic funds transfer, credit card through Visa, Mastercard, American Express, or by USD checks payable in the United States.

If paying by USD checks, it should be made payable to Uptime Institute Professional Services, LLC and have the invoice number and attendee name clearly written on the check stub.