

# Terms of Service

# ITIL®

## Annual Membership



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

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## 1. Definitions

- 1.1 **Annual Membership** means (denotes) the 12-month period commencing from the Annual Membership" invoice date. The "Annual Membership" ends naturally and does not automatically renew.
- 1.2 **Online (Public)** means virtual classroom (instructor-led) courses based on prescheduled dates, and where students from various company organisations are in attendance.
- 1.3 **Customer** means the buyer of ITIL® certification courses from ITSM Assist (the seller).
- 1.4 **Advertised Student Prices** means those prices relating to Online (Public) courses advertised on the ITSM Assist website <https://www.itsmassist.com>
- 1.5 **ITSM Assist.**, 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).

## 2. Agreement

- 2.1 These terms govern all sales of ITIL® certification courses sold by ITSM Assist to the Customer and take precedence over any conflicting terms provided by the Customer unless explicitly agreed upon by ITSM Assist.
- 2.1 This agreement pertains to ITIL® Online (Public) certification courses delivered by an accredited instructor on behalf of ITSM Assist.
- 2.2 ITIL® 4 Online (Public) certification courses:
- Foundation (FND) 2-day instructor-led
- Upper-Level 3-day instructor-led
- Create, Deliver and Support (CDS)
  - Drive Stakeholder Value (DSV)
  - High Velocity IT (HVIT)
  - Direct, Plan and Improve (DPI)
  - Digital and IT Strategy (DITS)
  - Monitor, Support and Fulfil (MSF)

## 3. Pricing

### 3.1 Annual Membership Pricing

There are 2 x Annual Memberships where the Customer can choose one or both:

- ITIL® 4 Foundation (FND) = **£1,875 + VAT** (Annual Fee)
- ITIL® 4 Upper-Level = **£2,430 + VAT** (Annual Fee)

Annual Membership Customers receive a **30% discount** from our Online (Public) Advertised Student Prices (shown below).

Based on the current Online (Public) Student Advertised Prices:

Annual Membership	Advertised Price	Annual Membership Price
ITIL® 4 Foundation (FND)	£625 + VAT per student	£437.50 + VAT per student
ITIL® 4 Upper-Level	£810 + VAT per student	£567 + VAT per student

**Note:** (Applicable to both Annual Memberships). It only becomes financially beneficial when more than 10 x students attend courses during the Annual Membership period. For every student exceeding 10 the greater the financial saving (shown below).

Annual Membership	Financial Saving During The Annual Membership Period			
	10 x Students	15 x Students	20 x Student	30 x Student
ITIL® 4 Foundation (FND)	£0	£937.50	£1,875	£3,750
ITIL® 4 Upper-Level	£0	£1,215	£2,340	£4,860

**Note:** Should ITSM Assist face price increases imposed by the owners of ITIL® and/or the respective ITIL® examination institute, ITSM Assist reserve the right to adjust the Advertised Student Price, thus impacting the Annual Membership student discounted price accordingly. Conversely, the Customer also retains the right to terminate their Annual Membership with immediate effect (see section, Cancellation and Refunds).

## 4. Invoicing and Payment

### 4.1 Annual Membership Invoicing

The respective Annual Membership fee will be included within the first Online (Public) delivered course, invoiced upon completion of course delivery (at the agreed student discount), and due for payment on or before 30-days from the invoice date. Thereafter, the Customer will continue to benefit the agreed Annual Membership student discount until the Annual Membership naturally expires (12-months following).

#### 4.2 Additional Student Course Bookings

Additional student course bookings during the Annual Membership period will be invoiced (at the agreed student discount) upon completion of each course delivery and due for payment on or before 30-days from the invoice date respectively.

### 5. Cancellation and Refunds

5.1 The Customer reserves the right to cancel its Annual Membership at any time without providing reason for cancellation.

5.2 In the event the Customer cancels their Annual Membership prior to natural expiry, ITSM Assist will compare the total cost of ITIL® courses purchased and delivered under the Annual Membership (including the Annual Membership fee) with the Advertised Student Pricing. If the Customer paid more under the Annual Membership, ITSM Assist will refund the difference accordingly. If the Customer benefited financially from the Annual Membership, no refund will be issued.

### 6. Liability

6.1 ITSM Assist 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 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)

Which ITIL® courses are available?	The following ITIL courses are available: <ul style="list-style-type: none"> <li>• Foundation (FND)</li> <li>• Create, Deliver and Support (CDS)</li> <li>• Direct, Plan and Improve (DPI)</li> <li>• Drive Stakeholder Value (DSV)</li> <li>• High Velocity IT (HVIT)</li> <li>• Digital and IT Strategy (DITS)</li> <li>• Monitor, Support and Fulfil (MSF)</li> </ul>
How often are these courses scheduled?	On average, typically FND is scheduled twice each calendar month, and the upper level courses (CDS, DPI, DSV, HVIT, DITS and MSF) are scheduled once each calendar month.
When can we start purchasing/scheduling courses based on the Annual Membership student discount?	As soon as we receive a purchase order you will become an Annual Membership member, and in turn immediately start benefiting the agreed Annual Membership student discount accordingly.

<p>As an Annual Membership member, how do we make student course bookings</p>	<p><b>Step 1:</b> Submit an enquiry regarding one of our upcoming prescheduled Online (Public) ITIL courses by emailing <a href="mailto:admin@itsmassist.com">admin@itsmassist.com</a> You can if preferred, see our upcoming prescheduled Online (Public) 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 Annual 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 Annual Membership student discount price respectively following completion of each Online (Public) course delivery. Payment will be due on or before 30-days from the invoice date.</p>
<p>Do students have to be employees of our organisation to benefit the Annual Membership student discount?</p>	<p>No, any approved representative of your organisation will be eligible for the agreed Annual Membership student discount, e.g., your customers/partners etc.,</p>
<p>How and when do students take their exam?</p>	<p>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.</p>
<p>How long are student exams valid for?</p>	<p>Student exams are valid for 12-months from the date of issue. Retakes (referred to as "Take2") are valid for 6-months from the date of issue.</p>
<p>Will we be charged for students failing to attend any prescheduled Online (Public) course?</p>	<p>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.</p>
<p>What happens if a student starts a prescheduled Online (Public) course but fails to complete the course?</p>	<p>Students joining any prescheduled Online (Public) course and fail to complete the course will be charged accordingly. However, these students can attend any future prescheduled Online (Public) course free of charge. This is on the basis that they still hold a valid exam voucher.</p>

What if a student fails the exam?	<p><b>Firstly</b>, we include a free exam retake (known as “Take2”). In the event of exam failure another exam voucher code will be issued accordingly two working-days following the first exam attempt (valid for 6-months).</p> <p><b>Secondly</b>, if a student fails the exam at first attempt, they can attend another prescheduled Online (Public) course free of charge. This is on the basis that students hold a valid exam voucher (e.g., their retake/Take2 voucher).</p>
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## 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: \_\_\_\_\_