

# Terms of Service

# ITIL®

## ITIL Membership Schemes



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

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## 1. Definitions

- 1.1 **Membership Scheme(s)** means (denotes) the 12-month period commencing from the respective "Membership Scheme" invoice date. Each "Membership Scheme" 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, Fannies 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® 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

There are 2 x ITIL Membership Schemes where the Customer can choose one or both:

- ITIL® Foundation (FND) = **£1,875 + VAT** (Annual Fee)
- ITIL® Upper-Level = **£2,340 + VAT** (Annual Fee)

Customers who subscribe to one or both of the ITIL Membership Schemes receive a **30% discount** from our Online (Public) Advertised Student Prices respectively (shown below).

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

Membership Schemes	Advertised Student Price	Discounted Price
ITIL® Foundation (FND)	£660 + VAT per student	£462 + VAT per student
ITIL® Upper-Level	£850 + VAT per student	£595 + VAT per student

**Note:** (Applicable to both Membership Schemes).

Financial Saving During The Membership Scheme Period				
Membership Schemes	10 x Students	15 x Students	20 x Student	30 x Student
ITIL® Foundation (FND)	£105 (saving)	£1,095 (saving)	£2,085 (saving)	£4,065 (saving)
ITIL® Upper-Level	£210 (saving)	£1,485 (saving)	£2,760 (saving)	£5,310 (saving)

**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 agreed Membership Scheme student discounted price accordingly. Conversely, the Customer also retains the right to terminate their Membership Scheme(s) with immediate effect (see section, Cancellation and Refunds).

### 4. Invoicing and Payment

#### 4.1 Membership Scheme Invoicing

The respective Membership Scheme 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 Membership Scheme student discount until the respective Membership Scheme naturally expires (12-months following).

#### 4.2 Additional Student Course Bookings

Additional student course bookings during the respective Membership Scheme 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 their Membership Scheme(s) at any time without providing reason for cancellation.

5.2 In the event the Customer cancels their Membership Scheme(s) prior to natural expiry, ITSM Assist will compare the total cost of ITIL® courses purchased and delivered under the Membership Scheme(s) respectively (including the respective Membership Scheme fee) with the Advertised Student Pricing. If the Customer paid more under the Membership Scheme(s), ITSM Assist will refund the difference accordingly. If the Customer benefited financially from the Membership Scheme(s), 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?	<p>The following ITIL courses are available:</p> <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>
When can we start purchasing/scheduling courses based on the Membership Scheme student discount?	As soon as we receive a purchase order you will become a Membership Scheme member respectively, and in turn immediately start benefiting the agreed Membership Scheme student discount accordingly.
As a Membership Scheme Customer, how do we make student course bookings	<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

	<p>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 Membership Scheme student 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 Scheme 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>
Do students have to be employees of our organisation to benefit the Membership Scheme student discount?	No, any approved representative of your organisation will be eligible for the agreed Membership Scheme student discount, e.g., 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. 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 (Public) 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 (Public) course but fails to complete the course?	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.
What if a student fails the exam?	<b>Firstly</b> , we include a free exam retake (known as “Take2”). In the event of exam failure another exam

	<p>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)