

HACKAGES

# Terms and Conditions

Last updated: 1st of June 2019

## THIS AGREEMENT AND PARTIES

This agreement is made between us, Hackages SPRL (herein known Hackages) registered at Avenue des Arts 3-4-5, 1210 Brussels, and you, the client person or company who purchased the training via [hackages.io](https://www.hackages.io).

The agreement shall come into effect once we receive your payment and confirm your training booking to you.

Any conditions submitted, proposed or stipulated by you in whatever form and at whatever time, whether written or oral, are expressly waived and excluded.

No change to this agreement or terms shall be binding unless agreed in writing by us.

## ENQUIRIES & BOOKINGS

Enquiries may be made by telephoning us and any special arrangements or deviation from our terms and conditions should be agreed by us in writing at this stage. A training can be purchased directly on <https://www.hackages.fr> and upon a receipt of a payment confirmation, a provisional place will be reserved for the participants. A participant will receive a confirmation email for a purchased training and practical information before it.

### PAYMENT TERMS

Registration fees must be paid in full directly at <https://www.hackages.fr> or via banking transfer before a starting date of a training. Unless agreed in writing in advance, a failure by the client to pay prior to a training may be interpreted by us as a cancellation and cancellation penalty may then apply as per cancellation clause below.

The client can request a copy of the invoice after a payment on the website only for accounting purposes.

Our fees include the training, its documentation, breakfast, coffee/tea, refreshments and lunch.

## **STANDBY BOOKINGS**

A Standby booking constitutes an agreement to purchase once a training date has been confirmed.

An invoice will then be issued against the confirmed training date.

The booking will then be bound by the rest of these T&C's.

## **CANCELLATION OR POSTPONEMENT BY CLIENT**

Cancellations and postponements must be notified in writing immediately, and must be received at our offices prior to the training date. This applies to all scheduled and non-scheduled training. Penalty Fees may be applied to the client as a percentage of the published fees of the particular training being canceled or postponed at the date of the training, depending on the notice period given prior to the training date:

20 days : 100% of training fee payable

21-30 days : 50% of training fee payable

31 days + : 0% penalty

## **TRANSFERS AND SUBSTITUTES**

Transfers to other training sessions may be possible depending on availability but these will be on a standby basis only. Cancellation fees may still apply if sufficient notice is not provided as above indicated. All transfers will be chargeable at €50 per participant to cover administration fees.

## **CANCELLATION AND RESCHEDULING BY HACKAGES**

Hackages reserves the right to cancel or reschedule a training at any time. In the event of Hackages having to cancel or re-schedule a training, participants will be offered an alternative training date or the option to withdraw from the training and a credit/refund issued if appropriate.

We cannot take responsibility for additional expenses incurred by the client as a result of cancellation or rescheduling by us.

## **TIMING**

Our training sessions start at 8:30am and end at 5:00pm. It runs with 1 hour lunch and some refreshment breaks.

Participants can stay longer in order to finish the coding exercises if they wish to do so when the training takes place at Hackages office.

## **COPYRIGHT**

All copyright and intellectual property rights in all material provided to the participants prior to or during the training, including marketing and training notes, shall be and remain vested in us.

## **TRAINING CONTENT**

The training content is detailed in a training outline which may vary. We endeavour to address all parts of the training as detailed in the training outline, but this cannot be guaranteed. We may, if possible, change training content at the request of participants provided this is agreeable to all participants or is felt to be necessary by the mentor. The duration of training can vary (by hours or days) depending on the number of participants, the speed of the class and aptitude of participants.

## **PARTICIPANT EXPERIENCE AND BEHAVIOUR**

Participants are expected to behave professionally at all times during the training.

Participants must fulfill the minimum requirements specified in the training. Failure to adhere to these prerequisites will impact our ability to deliver the training effectively. Inexperienced, under qualified, over experienced and over qualified participants may attend training but must realise that the benefits gained will be limited and that mentors cannot normally change training content and depth to suit these participants, unless by prior arrangement.

We reserve the right to exclude participants from a training (without refund of fees) at any time if they cause interruptions or delays for the above or any other reasons, or if their qualifications and current experience are impacting on our ability to deliver the training as originally intended.

We reserve the right to stop a training (without a refund of fees) should participants misbehave, cause interruption or should their experience and qualifications be such that we cannot continue to deliver the training as originally intended in terms of content and depth.

All claims made against us by other clients or participants as a result of such delays or interruptions will be chargeable to those causing them.

Participants to the training agree to be photographed and/or filmed for the duration of the training period, unless a disagreement is explicitly stated by the participant upon the photographing or filming. Participants who don't object at the time of photographing or filming implicitly agree to have their photographs or video images published by Hackages, allbe it online or offline, for promotional goals and unlimited in time.

## **HACKAGES SERVICE AFTER TRAINING**

In order to ensure training continuity, Hackages offers assistance to its participants that consists of them being able to contact their mentor for up to 3 months following the training session. This assistance includes one hour of discussion per participant. The participant should contact the mentor via the email [info@hackages.io](mailto:info@hackages.io) and leave their contact details. The mentor responds by email or contacts the participant directly by telephone.

## **EVALUATION**

To evaluate and continuously improve our services, the Hackages mentors will ask for oral feedback during the training and participants will be invited to fill in an anonymous evaluation form upon completion of a training. The results of the feedback will be used to improve Hackages' service.

## MISCELLANEOUS

Hackages will not take any responsibility for theft or losses to clients belongings left at our premises, or to any damage or loss resulting from attending our premises or our training/services anywhere in the world.

A training is assumed to be progressing to the client's satisfaction until a client points out to the mentor that it is not and details the differences between the pre-agreed training content and the content actually being delivered.

## LIABILITY

HACKAGES ASSUMES NO LIABILITY AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WITH RESPECT TO THE FUNCTIONING OF THE CODE, METHODS AND EXAMPLES PRESENTED DURING THE TRAINING. MOREOVER, HACKAGES DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS OR OTHER CHARACTERISTICS OF ANY MATERIAL AVAILABLE THROUGH THE TRAINING MATERIALS. USER AGREES THAT HACKAGES SHALL NOT BE HELD LIABLE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM USE OF OR ITS PROVISION OF THE TRAINING MATERIALS AND ADVICE GIVEN DURING THE TRAINING, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY ITS NEGLIGENCE OR BY CONTINGENCIES BEYOND ITS CONTROL.