

Terms and Conditions

1. Definitions and interpretation

1. These General Terms and Conditions (“Conditions”) apply to all training activities (workshops) organized by Deloitte Albania. The term “training activities” as used herein shall include training courses, seminars, workshops, programmes or events, and other educational activities as offered by Deloitte Albania. Trainings shall be held online or at the Deloitte Albania premises.
2. In these Conditions, the following expressions shall have the meanings set out below, unless the context otherwise requires:
 - a) “Attendee(s)” means the person registered to attend the Course or nominated by the Client in the Booking Form;
 - b) "Booking Form" means the Deloitte Albania training center booking form and any document ancillary or supplemental there to which is to be submitted by any Attendee wishing to attend a Deloitte Albania Training;
 - c) “Client” means the person or entity requesting to attend or to nominate a person to attend a training;
 - d) “Fee” means the charges set out in the current Deloitte Albania Training Curriculum payable by the Client to Deloitte Albania for the Trainings;
 - e) “Deloitte Albania training” means the training and development initiative set up by Deloitte Albania and/or its related entities, which focuses on promoting learning, networking and sharing of technical knowledge.

2. Registration

1. The submission of a Booking Form constitutes a request by the Attendee or Client to apply for and attend a specific Course organised by Deloitte Albania.
2. Such request shall not result in a Course booking/reservation unless payment is made within 48 hours from the submission of a Booking Form, and such payment has been received and successfully processed and verified. An official receipt will be sent by Deloitte Albania to the Attendee to confirm registration. All registration will be made via electronic means and upon confirmation by Deloitte Albania participants are eligible to attend the trainings.
3. All Booking Forms shall be received by not later than the closing date indicated within the terms of the Course being offered.
4. Deloitte Albania reserves the right to refuse any registration, without the need to give any reason.

3. Fee(s) and payment

1. Unless otherwise agreed to in writing by the parties, the fees for short Courses (Courses under 6 hours) shall be settled in full by the Client upon registration for the Course. Payment terms for longer Courses (Courses over 6 hours) shall be as stipulated in the description of the Course.
2. Unless otherwise indicated, the Fee is exclusive of any Value Added Tax or other taxes as applicable in Albania. Value Added Tax, if any, shall be payable in addition by the Client at the rate then prevailing.
3. The Fee covers the provision of the Course Material.
4. Deloitte Albania reserves the right to offer Attendees one short break, as deemed necessary by the trainer, during Courses exceeding 90 minutes. Such break shall form an integral part of the allocated time period of the Course and no adjustment to the Fee may be requested. For the avoidance of doubt, the trainer shall ensure that when such break is offered the Course content is completed by the end of the session.
5. In the event that the Course content is completed within the allocated time period thereby resulting in an early finish, no adjustment to the Fee may be requested and in no such case will Deloitte Albania grant a refund.

4. Cancellation and transfer

1. Client may cancel its registration for any Course by providing Deloitte Albania with a minimum of ten (10) business days' written notice. No refunds of payments effected shall be given. However the Client shall be entitled to a credit equivalent to the same amount. Such credit must be used within twelve (12) months and may only be used in connection with any Course organised by Deloitte Albania.
2. In the event that the Client's notice for cancellation is less than the minimum stipulated in Clause 4.1 above, the full Fee for such Course shall remain chargeable and no refund or credit will be granted to the Client.
3. Cancellation of registration on the day of a short Course (Courses under 6 hours), will only be accepted for health reasons, upon presentation of a medical certificate. In such circumstances, the Client shall be entitled to a credit equivalent to the same amount. Such credit must be used within twelve (12) months and may only be used in connection with any Course organised by Deloitte Albania.
4. Deloitte Albania reserves the right, at any time and for any reason, to cancel or reschedule the date allocated for any Course. Deloitte Albania will endeavour to give reasonable notice of any such change.
5. In the event that a Course is cancelled or an Attendee will not be able to attend the said Course on the rescheduled date, Deloitte Albania shall provide the Client with a full refund of the Fee paid for the cancelled or rescheduled Course and there will be no further liability upon Deloitte Albania.

6. Client may substitute an alternative Attendee to the initial one, provided that Deloitte Albania Business Academy agreement is obtained in writing at least ten (10) business days prior to the commencement date of the relevant Course. Deloitte Albania Business Academy may, at its sole discretion, accept any such request received after such date.
7. Deloitte Albania reserves the right, in limited instances, to change the format of delivery of the training whilst ensuring that the Course Material is in line with the originally planned agreement.

5. Duties of client

1. Client is responsible for advance notification to Deloitte Albania of any special requirements needed by the Attendee(s). Deloitte Albania will endeavour to accommodate such notified needs if it is considered both reasonable and practical to do so.
2. Client shall ensure that the Attendee shall have adequate competence, knowledge and skill to benefit from the Course provided by Deloitte Albania.
3. Client and/or the Attendee(s) is responsible to ensure that the Course applied for, satisfies the requirements for such Course to be recognised, for Continuing Professional Development (CPD) purposes, by the professional body applicable to him/her.
4. Deloitte Albania reserves the right to exclude any Attendee from any Course due to the Attendee's disorderly conduct or failure to fulfil the prerequisites as published by Deloitte Albania or otherwise notified to Client. The relevant Fee shall remain chargeable to the Client in such circumstances.
5. Where Courses are to be delivered online, the Attendee shall ensure that he has the appropriate and required equipment and software to enable him to attend the Course. Deloitte Albania shall not be held responsible if for any reason, the Attendee does not have access to reliable equipment, the required software and/or to a reliable internet connection ensuring an uninterrupted connection.
6. In relation to any Course to be delivered by Deloitte Albania on Client's premises or at any other premises specified by the Client, the Client shall be responsible for ensuring that all reasonable and necessary facilities (including but not limited to the adequate provision of suitable, hardware, software and other reasonable requirements pre-notified by Deloitte Albania are fulfilled and maintained throughout the duration of each Course.

6. Travel and accommodation

1. Client shall be solely responsible for all travel arrangements, accommodation requirements and other costs, if any, incurred by the Attendee relating to attending a Course provided by Deloitte Albania.

7. Warranties and liability

1. Deloitte Albania will use reasonable endeavours to ensure that the Courses provided are dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.
2. Deloitte Albania shall only be bound, whether contractually, in tort or otherwise, with the Client and the Client shall indemnify Deloitte Albania from and against all actions, suits, breaches, claims, demands, costs and expenses which may at any time be taken or made against it by any Attendee unless such actions, suits, breaches, claims, demands, costs and expenses arise as a result of a breach of duty or other negligent, wrongful or unlawful act on the part of Deloitte Albania.
3. The Client shall endeavour to reduce the damage that it may bear and shall not be indemnified by Deloitte Albania for any damage that it or the Attendee could have reasonably prevented.
4. In any case whatsoever, Deloitte Albania's total liability in contract, tort or otherwise shall not exceed one time the fee paid by the Client for the Course in respect of which the claim is made.
5. The Client and/or Attendee shall indemnify and hold harmless Deloitte Albania, its partners, directors, agents and employees, from and against all claims, actions, demands, losses, costs, expenses (including, without limitation, all legal fees and disbursements), damages, liabilities and lawsuits arising from any breach of Client's or Attendee's obligations in terms of these Conditions.
6. In no event shall Deloitte Albania be liable for any indirect, consequential, incidental, reputational or future damage incurred by the Client, including, but not limited to, business interruption, lost business, lost profits, or lost savings, even if it has been advised of their possible existence.
7. Course Materials, as defined in Clause 8.1 below, are intended for educational purposes only and do not in any way constitute advice and should not be relied upon for the purpose of providing advice.

8. Intellectual property rights

1. The copyright in and all other intellectual property rights relating to the Course software, data and documentation employed by Deloitte Albania and any related materials ("Course Materials") provided to the Attendee by Deloitte Albania are owned exclusively by and hereby reserved to Deloitte Albania and/or its party licensors. Deloitte Albania hereby grants to the Attendee a non-exclusive, non-transferable, non-sub-licensable licence to use such Course Materials solely for the purpose of receiving the Course.
2. Under no circumstances may any part of the Course Materials be produced or copied in any form or by any means or translated into another language by the Client(s) or Attendee without the prior written permission of Deloitte Albania.

3. The Attendee shall not delete, amend, alter or deface any confidentiality or proprietary notices on the Course Materials.
4. The Client shall ensure that the Attendee keeps confidential the Course Materials and comply fully with all use restrictions in relation to Course Materials as notified to the Client or Attendee by Deloitte Albania.

9. **General**

1. The Course and any Course Materials provided are not intended to be a definitive or comprehensive analysis of the subject and should not be deemed to constitute a substitute for professional advice.
2. These Conditions shall apply without prejudice to any other specific provision, clause or term stipulated by Deloitte Albania. For the avoidance of doubt, other terms and conditions may apply, in particular the Cookie Policy and the Privacy Statement published on the Deloitte Albania website.
3. Any personal data which the Attendee or the Client provides to Deloitte Albania, or which Deloitte Albania may obtain in relation to the Attendee, shall, on the basis of the Privacy Statement, as shall from time to time be approved by Deloitte Albania, be processed in conformity with the terms and provisions of Law No. 9887, dated 10.3.2008 "On personal data protection" as amended and all other applicable rules and legislation.
4. Deloitte Albania reserves the right to amend the content of any Course without prior notice when, in the opinion of Deloitte Albania such amendment does not fundamentally change the content of such Course.
5. These Conditions will be governed by and are construed in accordance with the laws of Albania, and are subject to the exclusive jurisdiction of the Courts of Albania.