

Milestone Trainings

Standard Terms & Conditions



1. Except where it is otherwise stated as being applicable to a particular programme or programme series, these terms and conditions apply to every programme and series conducted by or under the auspices of Milestone Trainings and shall be read as additional to but prevailing over all other terms and conditions and shall not be prevailed over by any other agreement whether made together with or before or after these terms and conditions unless made or agreed to in writing in terms expressly overruling these terms and conditions and signed by a Milestone Trainings staff.

Definitions

2. Unless the context otherwise requires:

“administrative fee” means the amount from time to time prescribed by Milestone Trainings as the non-refundable earnest deposit payable towards any programme fee and the first part of any payment made by Participant for any programme or programme series shall be deemed to have been paid as such earnest deposit;

“deferment fee” means a fee of an amount from time to time determined and required by Milestone Trainings to be paid by Participant for deferment of a programme in which they are enrolled;

“enrolment card” means a pre-printed enrolment card provided by Milestone Trainings to record the enrolment of Participant in a Milestone Trainings programme;

“facilitator” means a person, not being a Milestone Trainings staff, who attends a programme, with the permission of Milestone Trainings, for the purpose of furthering their personal development and learning by being available to assist the trainer in support of the Participants in the programme;

“Milestone Trainings” means Milestone Trainings Sdn Bhd (959863-D), a company incorporated in Malaysia;

“Milestone Trainings staff” means an officer or an employee of Milestone Trainings;

“Participant” means an individual who has enrolled and whose enrolment is recorded on an enrolment card for a Milestone Trainings programme;

“programme” and “Milestone Trainings programme” means a training, programme or workshop provided by or under the auspices of Milestone Trainings and includes a programme series;

“programme series” means any series of two or more programmes from time to time designated as such by Milestone Trainings; and

references in the singular include the plural and vice-versa.

3. Any communication by Participant required to be made by notice in writing must be made on a prescribed form if so required by Milestone Trainings.
4. Headings are for ease of reference and shall not be read as limiting the contents of the paragraphs of this document.

Enrolment

5. Enrolment in any programme shall always be at the absolute discretion of Milestone Trainings and may be subject to Participant having first completed one or more other programmes, or an equivalent acceptable to Milestone Trainings, attending an interview and complying with any conditions whatsoever, as Milestone Trainings may at any time require.
6. No agreement on any matter whatsoever, apart from these terms and conditions, can be made on behalf of Milestone Trainings unless it is in writing and signed by an authorised Milestone Trainings staff and Milestone Trainings has not and does not authorise any other person to create any obligation binding on Milestone Trainings during an interview or otherwise in any other manner.
7. Assignment of seats on any programme shall be at the absolute discretion of Milestone Trainings and, in particular, without limiting such discretion in any way, a seat assigned to Participant may at any time be withdrawn or re-assigned to some other person without prior notice to Participant where:
 - 7.1. the seat is assigned before Participant has made full payment for the programme, or
 - 7.2. the assignment of the seat is affected by the participation or presence of other persons in the programme.

Documentation

8. Participation in any programme is subject to Participant completing, submitting and verifying to the satisfaction of Milestone Trainings all such documentation and within such time periods as Milestone Trainings may from time to time require.

Health Declaration

9. Participant warrants that all statements made by them in response to every oral or written request for information, including, without limitation, statements made in any interview, in any health declaration, in the enrolment card and any other document signed by Participant, are true in substance and in fact.

Homework

10. The homework assignments given to Participant prior to or in the course of any programme are intended to aid and guide Participant in their personal reflection and their participation in the programme and may be noted or referred to by the trainer or Milestone Trainings during or for the purpose of the programme.

Payment

11. The first part of any payment made for a programme or a programme series shall be deemed to be payment of the administrative fee as a non-refundable earnest deposit.
12. Participation in any programme is subject to payment in full of the applicable fee prior to commencement of the programme and such payment must have been made to Milestone Trainings unconditionally and in immediately available funds.
13. Any fee specified for a programme series shall be applicable only if Participant completes all the individual programmes comprised in the programme series within the time stipulated in these terms and conditions; otherwise, the full undiscounted fee for each individual programme shall apply.

Confidentiality

14. Participant shall not make any recording of any part of any programme by any means and in any form or media whatsoever and shall not take or make any notes of any programme unless expressly directed or allowed by the trainer.
15. Participant agrees that all acts done and statements made, orally or in any tangible form, at any time during the programme by any other participant or by any trainer or facilitator shall be deemed to be confidential information and undertakes not to disclose any such confidential information (except as may be required by any applicable law) unless and until such confidential information has become:
 - 15.1. available generally to the public, otherwise than as a result of a breach of these terms and conditions by Participant or any other person, or
 - 15.2. disclosed lawfully to Participant without any condition of confidentiality by a third party who is lawfully entitled to disclose it.
16. Participant shall indemnify Milestone Trainings and each trainer and facilitator in the programme from all consequences, claims, loss and damage, including legal fees on a full indemnity basis, howsoever arising from any disclosure of any confidential information in breach of these terms and conditions.
17. Milestone Trainings shall not under any circumstances whatsoever be responsible for any failure by any Participant, trainer or facilitator to maintain confidentiality of any such acts or statements.

Deferment by Participant

18. Participant may transfer their enrolment in a programme to an earlier programme at any time subject to Participant being eligible and a seat being available.
19. Participant enrolled for a programme may, subject always to their eligibility and the availability of a seat, transfer their enrolment to a later programme provided that:
 - 19.1. Participant gives at least 7 days' notice in writing of their proposed deferment and pays the deferment fee (if any), and
 - 19.2. the programme to which Participant proposes to transfer their enrolment is scheduled to be completed no more than 12 months after the commencement of:
 - 19.2.1. the programme, or
 - 19.2.2. in the case of a programme in a programme series purchased by Participant, the first programme in the programme series,in which Participant is originally enrolled.
20. No part of any fee paid for any programme or programme series shall be refundable if the programme is not completed within the relevant time period specified in these terms and conditions.

Cancellation by Participant

- 21. If Participant cancels their enrolment in a programme or a programme series by notice in writing at least 7 days before commencement of the programme or the programme series, Milestone Trainings will refund any fee paid for the programme or programme series but subject to deduction of the administrative fee and all bank and credit card charges, if any, incurred by Milestone Trainings.
- 22. Subject only to the specific provision for the Discovery training below, **NO PART OF ANY FEE PAID FOR A PROGRAMME SHALL BE REFUNDABLE IF CANCELLATION IS MADE LESS THAN 7 DAYS BEFORE COMMENCEMENT OF THE PROGRAMME OR IF PARTICIPANT FAILS OR DECLINES TO CONTINUE WITH THE PROGRAMME UNTIL COMPLETION.**

Discovery Training Only

- 23. If, at any time before completion of the first Discovery programme in which they are originally enrolled, Participant fails or declines to continue with the programme, no fee paid for the programme shall be refundable, but Participant may, subject to their eligibility and the availability of a seat, re-enrol once for a subsequently available Discovery programme scheduled to begin no later than 12 months after the commencement of such first programme. Participant acknowledges that Milestone Trainings have an absolute discretion to limit the number of seats available in any programme for Participants who re-enrol under this paragraph.
- 24. If, after having completed every part of the first 5 days of the Discovery programme without being absent from the training room for any period, or periods in the aggregate, of more than 1 hour after agreeing to the Discovery Ground Rules, Participant considers that they have derived no value whatsoever from the programme, Milestone Trainings will refund half the fee paid for the programme less the administrative fee, provided that Participant makes a request for such refund by notice in writing within 24 hours after the end of the fifth day of the programme.

Rescheduling and Cancellation by Milestone Trainings

- 25. Milestone Trainings gives no warranty or assurance whatsoever that any programme will be carried out on any scheduled date and reserves the right without prior notice to reschedule and cancel any programme for any reason whatsoever without any liability for any compensation. Upon any programme being rescheduled or cancelled by Milestone Trainings, Participant shall transfer their enrolment to another programme for which Participant is eligible and a seat is available.

Right to Exclude

- 26. Milestone Trainings reserves an absolute discretion, exercisable at any time before, during or after a programme by the trainer or any officer of Milestone Trainings, to exclude Participant from participation or further participation or from graduation in the programme without assigning any reason, and the fee paid for Participant in the programme so excluded will be refunded less the administrative fee, except in the case of the Legacy programme where only one-third of the fee will be refunded for each weekend which has not commenced at the time, less the administration fee.

Programme Experience

- 27. Subject only to the options provided to Participant in these terms and conditions, Milestone Trainings gives no warranty whatsoever as to the content of any programme or that Participant will receive or experience any particular results in any programme and Participant agrees to accept the programme as is and under no circumstances whatsoever shall Participant have any pecuniary, proprietary or specific right, claim, relief or remedy against Milestone Trainings nor shall any part of any fee paid for any programme be refundable otherwise than as expressly provided in these terms and conditions.

Exclusion of Liability

- 28. Neither Milestone Trainings nor any Milestone Trainings staff, nor any trainer nor any facilitator shall in any circumstances whatsoever be liable for the death of or any personal injury to Participant or any other person or for any direct or consequential loss or damage to property or financial or other loss whatsoever suffered by Participant or any other person, howsoever caused, notwithstanding any act, omission, neglect or default on the part of Milestone Trainings its servants or agents, any Milestone Trainings staff, any trainer, any facilitator or any participant or other person whatsoever.

Property in Materials and Programme

- 29. Milestone Trainings reserves all rights over all its publications in whatever form or media. All documents and materials in any form or media created in, or for any purpose connected with, any Milestone Trainings programme by Participant become the property of Milestone Trainings.

- 30. Participant agrees that all materials, concepts, information, presentations, communications and data in any form whatsoever used or referred to in or in connection with any Milestone Trainings programme (collectively, "Proprietary Materials") are, as between Participant and Milestone Trainings, the exclusive property of Milestone Trainings and, whether or not any part of the Proprietary Materials is, apart from this paragraph, protected by any law relating to copyright, trademark, trade secret or other intellectual property, Participant shall not at any time during or after the programme directly or indirectly distribute, disseminate, copy or duplicate any Proprietary Materials in any form or manner and to any party whatsoever, whether for financial gain or otherwise.

Time of the Essence

- 31. Time is of the essence in these terms and conditions and all time periods stipulated shall be construed strictly.

General

- 32. Unless modified by notice in writing by Participant, all communications by Milestone Trainings to Participant by post, fax, email or text messages shall be deemed to have been received by Participant in due course of events. All communication by Participant to Milestone Trainings shall be in writing and sent by post, fax or email to the current address or number of Milestone Trainings last published on the www.milestonetrainings.com website.
- 33. Any payment or refund due from Milestone Trainings shall be paid within 30 days.
- 34. These terms and conditions supersede all prior or contemporaneous oral or written understanding, representations, warranties, agreements, promises and communications in whatever circumstances exchanged between Participant and Milestone Trainings.
- 35. If any provision in these terms and conditions is invalid, illegal or unenforceable in relation to any event or circumstances arising, Participant agrees that:
 - 35.1. such provision may be modified or replaced by Milestone Trainings so as to give effect to the intention of such provision without any invalidity, illegality or unenforceability in relation to such event or circumstances, and
 - 35.2. in any case, all other provisions in these terms and conditions shall not be affected and shall be valid, legal and enforceable as if such provisions as may be invalid, illegal or unenforceable and not capable of being modified as provided above had been severed from and had not formed part of these terms and conditions in their application to such event or circumstances.
- 36. Participant may not assign any rights or benefit under these terms and conditions without the prior written consent of Milestone Trainings.
- 37. These terms and conditions apply as a separate agreement between Participant and Milestone Trainings for each programme and programme series in which Participant is enrolled.
- 38. Where these terms and conditions are made available in any language other than English, the version in English shall prevail over all other language versions.
- 39. Any agreement constituted by or incorporating these terms and conditions shall be governed by the laws of Malaysia and subject to the jurisdiction of the courts in Malaysia.

Enrolment Agreement

I agree to these terms and conditions for each Milestone Trainings programme and programme series in which I may from time to time be enrolled as Participant.

.....

Full Name:

NRIC/Passport No:

Date:

Milestone Trainings Sdn Bhd (959863-D)
 89-2 Block H, Jaya One, 72A Jalan Universiti
 46200 Petaling Jaya, Malaysia
 tel: +60 3 7955 2998 fax: +60 3 7956 9698
 email: info@milestonetrainings.com

