

## **Cancellation Policy**

Once a date for the delivery of Professional Services has been agreed by the Customer and Ciphr then both parties will take all reasonable steps to prevent that date being cancelled or postponed. Unless otherwise defined, capitalised terms shall have the meaning given to them in the SaaS Agreement.

### **1. Professional Services (excluding Training)**

In the event that a date for delivery of a Professional Service (other than training) is cancelled or postponed by the Customer for any reason and, having made all reasonable endeavours to do so Ciphr is unable to redeploy to alternative paid services resources it had allocated to the delivery of such Professional Services on such date, the following charges shall apply

- 1.1. if cancelled or postponed within 4 Working Days of the agreed date there will be payable by the Customer a charge calculated at 100% of the Professional Services Fees that Ciphr would otherwise have been entitled to charge the Customer for the delivery of Services on that date
- 1.2. if cancelled or postponed between 4 and 8 Working Days of the agreed date there will be payable by the Customer a charge calculated at 50% of the Services fees that Ciphr would otherwise have been entitled to charge the Customer for the delivery of Professional Services on that date

### **2. Professional Services - Training**

In relation to the delivery of training courses

- 2.1. cancellation of any delegate training place on a training course within 2 weeks of the course date will incur a Customer charge of the full course fee for such delegate training place
- 2.2. any such cancellations outside of this period will incur the then applicable cancellation administration charge for each such delegate training place
- 2.3. delegate training places that are transferred within 2 weeks of the original course date to an alternative course date will incur a cancellation charge calculated at 25% of the cancelled course fee and, for the avoidance of doubt, the Customer will additionally be liable for payment in full of the delegate training place on the alternative course
- 2.4. transfers outside of this period will incur the then applicable course transfer administration charge for each such delegate training place
- 2.5. if a named delegate is substituted at any course then no additional charge will be payable

2.6. cancellation fees are applicable to all training bookings and are based on the Training Course List Price as published by Ciphhr at the relevant time

Ciphhr reserves the right to cancel or postpone any training course in the event of circumstances beyond its control, in which case its liability will be limited to refunding any fees paid in respect of the delivery of that course on that date.

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