

SECTION I - SKILLS TRAINING

SPECIFIC TERMS

Skills Training is suitable for practitioners at all levels to help accelerate learning and deliver strategic and sustainable value for organisations through the use of a selection of interactive courses delivered by subject matter experts through the Supplier's virtual platforms.

These specific terms are subject to the general terms set out in Section A.

1. DEFINITIONS AND INTERPRETATION

In this Section I the following words and expressions have the following meanings unless inconsistent with the context:

“Named Individuals”	those personnel identified in the Contract Details for the roles attributed to such personnel, as modified pursuant to Condition 5.1 of this Section I;
“Tutor”	an individual who is engaged by the Supplier to deliver any training comprised in the Deliverables;
“Vulnerability”	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

2. DELIVERABLES

- 2.1 In consideration of the Price paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive licence to utilise the Deliverables in accordance with these Conditions during the Term for the number of Users agreed in the Contract Details.
- 2.2 The images and descriptions of the Deliverables on the Website are for illustrative purposes only. Although the Supplier has made every effort to ensure their accuracy, the Supplier cannot guarantee that they accurately reflect the appearance or functioning of the Deliverables on every computer. The operation of the Deliverables may differ from that shown.
- 2.3 Where free and trial materials are made available on the Website, the Supplier has made every effort to ensure these accurately reflect the operation and quality of Deliverables but does not guarantee that these materials will be identical to, or representative of, the Deliverables. The free and trial materials may differ from the Deliverables.
- 2.4 Where the Customer has access to any assessment materials as part of the Deliverables, any assessment submitted to the Supplier during the Term will be marked and a certificate awarded to the User if they have met the required standard. The Supplier will not mark any assessment submitted outside the Term or guarantee to provide any specific feedback.

- 2.5 The Deliverables may not be relied upon for legal interpretation. Neither the Supplier nor its employees, trainers or consultants can accept responsibility for the Customer's or any of its Users' actions, or those of other people consuming the Deliverables or interpreting the Deliverables in litigation, or responsibility for any loss incurred as a result of relying on the Deliverables.

3. ACCESS TO THE DELIVERABLES

- 3.1 The Supplier does not provide the software which the Deliverables relate to and the Customer is responsible for ensuring its own access to such software.
- 3.2 The Customer is responsible for configuring its own information technology, computer programmes and hardware in order to access the Deliverables and should use its own virus protection software. The Supplier is not responsible for any failure to access the Deliverables as a result of the incompatibility of the Customer's computer programmes or hardware.
- 3.3 The Supplier does not warrant that the use of the Deliverables will be uninterrupted or error-free and the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.4 Whilst the Supplier endeavours to ensure that the Deliverables are normally available 24 hours a day, the Supplier shall not be liable if for any reason the Deliverables are unavailable at any time or for any period.
- 3.5 The Deliverables may not be available to all Users at the same time and the Supplier, acting reasonably, reserves the right to temporarily prevent up to half of the Customer's Users from accessing the Deliverables from time to time.
- 3.6 Access to the Deliverables may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond the Supplier's control.
- 3.7 If, for any reason, the Deliverables are defective or not accessible, the Supplier shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require the Supplier to carry out such work outside Normal Working Hours.
- 3.8 The Supplier may access any Administrator or User account for the purposes of amending any administrative or technical details, correcting errors, removing any redundant Administrator or User accounts and for any other reason which the Supplier, acting in its sole discretion, believes such access to be reasonably necessary.

4. USE OF THE DELIVERABLES

- 4.1 The Customer is solely responsible for the appropriate use, and the Administrator's and User's appropriate use, of the Deliverables.

- 4.2 The Customer will co-operate with, and follow the reasonable instructions of, the Supplier in all matters relating to the Deliverables.
- 4.3 Where the Supplier has provided prescribed pre-work, the Customer will complete this on readiness for the course.
- 4.4 The Customer may maintain Users up to the number set out in the Contract Details.
- 4.5 The Customer shall not:
- (a) vary the Users without the Supplier's prior written consent. For the avoidance of doubt neither Administrator or User accounts are transferrable at any point; or
 - (b) register more than one email domain and suffix without the Supplier's prior written consent, for which an Additional Charge may be payable.
- 4.6 The Customer warrants that the Administrator shall at all times:
- (a) send User Authentication Emails only to individuals who meet the requirements of this Condition 4 of this Section I;
 - (b) not provide User Authentication Emails to any individual who does not have an email address with the suffix indicated in the Contract Details;
 - (c) keep, and ensure that Users keep, confidential any username and password assigned to them and be responsible for protecting and securing said usernames and passwords;
 - (d) maintain accurate and up-to-date records of the Users;
 - (e) prevent, so far as is reasonably possible, any unauthorised or improper use of the Deliverables, including any use which is contrary to this Condition 4 of this Section I; and
 - (f) notify the Supplier of any actual or anticipated unauthorised or improper use of the Deliverables, including but not limited to use contrary to this Condition 4 of this Section I or a User being or becoming affiliated with a competitor of the Supplier, as soon as the Customer or Administrator becomes reasonably aware of this.
- 4.7 The Supplier may, at its sole discretion and only where such permission is given in writing by the Supplier or by way of additional Administrator Authentication Emails, permit the Customer to have more than one Administrator where the Customer has requested such in writing.
- 4.8 The Administrator will be responsible for the day-to-day management of the Deliverables and, unless otherwise agreed in writing, any communication from the Supplier will be sent to the Administrator and deemed received by the Customer when sent to the Administrator, and any communication from the Administrator received by the Supplier will be deemed to be communication from the Customer. Where more than one Administrator has been permitted by the Supplier, the Customer shall confirm to the Supplier in writing the Administrator with responsibility for the management of the Deliverables.

4.9 The Customer shall not make use of the Deliverables or any part thereof for any purpose which may reasonably be considered to be in competition with the Supplier's business, including, but not limited to, providing training relating to the services provided other than to Users, developing any training platform to deliver training relating to the services provided or providing the whole or any part of the Deliverables to any other person engaged in any activity which may reasonably be considered to be in competition with the Supplier.

5. PERSONNEL

5.1 The Supplier shall use reasonable endeavours to use the Named Individuals (if any) in the performance of the Deliverables. In the event a Named Individual is absent, the Supplier shall procure a replacement individual who shall be no less qualified to perform the relevant role than the person being replaced.

6. PAYMENT AND EXPENSES

6.1 Unless otherwise specified in the Contract Details or agreed in writing, accommodation and all meals or refreshments for Tutors shall be provided by the Customer, and shall be equal to or better than 3 star hotel standard, including bedroom, private bath or shower and toilet/washing facilities, private telephone and television where possible.

6.2 Where accommodation is provided by the Supplier, it shall be equivalent to or better than the standard stated above and shall be charged to the Customer at cost, together with all reasonable meals and refreshments.

6.3 Unless otherwise specified in the Contract Details or agreed in writing and for the avoidance of doubt, expenses under Conditions 8.1 and 8.2 of this Section I shall be limited to the following categories and costs (GBP) per Tutor:

	Maximum GBP per day (excluding any local sales or government taxes)	Maximum AUD per day (excluding any local sales or government taxes)
Hotel room rate	150	270
All meals and beverages	50	90
Telephone and internet	10	18
Hotel business services (e.g. photocopying)	As appropriate	
Laundry	10	18

6.4 Unless otherwise specified or agreed, travel expenses shall be charged extra (at cost) and calculated from the Tutor's home, office or hotel as follows:

Air travel (less than 7 hours' duration)	Economy Class
Air travel (greater than 7 hours' duration)	Business Class
Rail	Standard Class

Car	0.45 GBP / 0.81 per mile
Taxi, bus, underground	As appropriate
Car parking	As appropriate
Tolls and charges	As appropriate
Meals or light refreshments en route	As appropriate

- 6.5 There will be no charge for travel and rest days where the Delivery Location is within Europe. The provision of Deliverables in other parts of the world may incur Additional Charges for travel and rest days at an agreed rate.