



## *Terms for Training*

This document sets out the relationship between us. We have tried to use plain English but if there are areas you do not understand, please ask.

### 1. Definitions

So as to be clear, the following words shall have the following meanings:

**Contract:** these Terms and the booking form.

**Data Protection Legislation:** the UK GDPR and the Data Protection Act 2018.

**Good Industry Practice:** that degree of skill, care, prudence, foresight, operating systems and practice which would ordinarily be expected of a skilled and experienced supplier engaged in the same or similar type of undertaking, under similar circumstances.

**Intellectual Property Rights:** all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, design rights and database rights.

**Licence:** a licence to use the Materials from Cardiff and Vale University Health Board.

**Materials:** PowerPoint presentations, handouts and other documentation required for the Training.

**Personal data, controller, processor, data subject and processing** have the meanings respectively set out in the GDPR.

**Training:** the training to be supplied by us identified in the booking form.

**Terms used in the booking form:** have the same meaning here.

### 2. The terms that apply to the Contract

- 2.1. These Terms shall apply to all dealings between us and you and take precedence over anything inconsistent in or referred to in your purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2. Only additions to, variations of, exclusions or attempted exclusions of any term of the Contract will be binding on us if they are in writing and signed by a Director.

### 3. Contract formation

- 3.1. A binding contract shall not come into existence between us and you unless and until we issue a confirmation email to you, or, if earlier, when we begin to deliver the Training.
- 3.2. In order to participate in the Training and make use of what you will learn you will need access to the Materials. These are owned by Cardiff and Vale University Health Board. You are, as part of the Training, granted to use the Materials as set out in clause 10.
- 3.3. The Training shall be as set out at <https://interact-programme.co.uk/facilitator-training/>.
- 3.4. All drawings, descriptive matter, specifications and advertising issued by us are provided for illustrative purposes only and do not form part of the Contract.
- 3.5. Our employees are not authorised to make any contractually binding promises or representations concerning the Training. In entering into the Contract, you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which have not been confirmed in writing by a Senior Manager.

### 4. Payment and Price

- 4.1. All Charges shall be as stated in our booking form. All prices are exclusive of VAT.

- 4.2. Invoices shall be paid within 30 days of their date, whether or not the relevant Training has taken place.
- 4.3. Time for payment of our invoices shall be of the essence of the Contract.
- 4.4. If you do not pay on time, the whole of the balance of the price of the Training then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to us, we may appropriate any payment made by you to any outstanding sum, charge interest on the amount and suspend all further Training.

#### 5. Warranties

- 5.1. We will carry out our duties in accordance with Good Industry Practice.
- 5.2. You warrant that you will verify that each of your delegates have the necessary level of competence to be able to achieve the objectives of the Training.

#### 6. Remedies

If our performance of our obligations under the Contract is prevented or delayed by your act or omission (other than by reason of a Force Majeure Event), you shall pay us all reasonable costs, charges or direct losses sustained by us as a result.

#### 7. Training arrangements

- 7.1. The location and date of the course will normally be as advised at the time of booking. We reserve the right to:
  - 7.1.1. improve the specification and format of Training without notice;
  - 7.1.2. change the trainers assigned to a course without notice;
  - 7.1.3. change the location of the course but will advise you or your delegates as soon as possible; and
  - 7.1.4. cancel or reschedule any course and will advise you or your delegates as soon as possible. We will use all reasonable endeavours to avoid cancellation or rescheduling. When cancellation is unavoidable, we will refund, in full, all monies paid, or at your option, apply all monies to a rescheduled or alternative course.
- 7.2. There are no refunds for delegates who fail to attend. However, delegates may be substituted at any time prior to the start of Training.
- 7.3. In the event that delegates miss one or more days of Training and require the scheduling of additional sessions, an administration and additional training fee will be charged.
- 7.4. We reserve the right to exclude a delegate from Training, at any stage, in the event that, the preparation, behaviour or condition of the delegate, in the opinion of the trainer in charge, is not appropriate or conducive to the Training concerned. The delegate concerned may appeal the decision through the complaints process.

#### 8. Cancellation and rescheduling

- 8.1. If you wish to cancel or reschedule Training, then then you should contact us as soon as possible. In the case of a reschedule request, we will do our best to accommodate the change but reserve the right to charge an administration fee of £25.00 together with the cost of any wasted venue or other expenses.
- 8.2. The charge for cancellation depends on the amount of notice given. The full cost of the Training is due if the cancellation is within 7 days of the booked training and 50% if within 2 weeks of the booked training.

## 9. Limitation of liability

- 9.1. Our liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the Training out of which the loss or damage has arisen. We will not be liable for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising, even if we have been advised of such potential loss.
- 9.2. Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English Law.

## 10. Intellectual Property Rights

- 10.1. The copyright and all other Intellectual Property Rights in the Materials is the property of Cardiff & Vale University Health Board. If you agree to receive the Training you also agree to the terms of the Licence to use the Materials in your organisation. If you do not agree the terms of the Licence then we are not able to provide the Training. The detailed terms of the Licence Agreement are [here](#).

**Summary of Licence.** The licence from Cardiff & Vale University Health Board is granted for 10 years from the start of Training for use only within your organisation by those who have completed the Training. The Materials are to be treated as confidential information and may not be provided to third parties or modified. The liability of the University is limited.

This is only a summary, and you should read the detailed terms of the licence.

## 11. Confidentiality

- 11.1. For the purposes of this Contract, **Confidential Information** shall mean all information whether technical or commercial (including all specifications, drawings, designs, disclosed in writing, on digital media, orally or by inspection of documents or pursuant to discussions between us), where the information is:
  - 11.1.1. identified as confidential at the time of disclosure; or
  - 11.1.2. ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- 11.2. Each of us shall protect the Confidential Information of the other against unauthorised disclosure by using the same degree of care as taken to preserve and safeguard their own confidential information of a similar nature, being at least a reasonable degree of care.
- 11.3. Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided the recipient is bound to maintain the confidentiality of the Confidential Information received.
- 11.4. The obligations set out in this paragraph shall not apply to Confidential Information which the receiving party can demonstrate:
  - 11.4.1. is or has become publicly known other than through breach of this clause;
  - 11.4.2. was in possession of the receiving party prior to disclosure by the other party;
  - 11.4.3. was received by the receiving party from an independent third party who has full right of disclosure;
  - 11.4.4. was independently developed by the receiving party; or
  - 11.4.5. was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.

- 11.5. The obligations of confidentiality in this paragraph shall not be affected by the expiry or termination of this Contract.

## 12. Data Protection

- 12.1. Both of us will comply with the applicable requirements of the Data Protection Legislation.
- 12.2. We both acknowledge that, in respect of any personal data with which we are provided or to which we have access as a result of us providing the Training, you are the data controller and we are the data processor. We shall ensure that we each complete, and maintain, a register as required by the Data Protection Legislation.
- 12.3. You will ensure that we have the necessary consents or have complied with another processing condition and that you have the appropriate notices and privacy policies in place to enable the lawful transfer of personal data to us for the duration and for the purposes of the Training.
- 12.4. We shall:
- 12.4.1. act only on your written instructions; and
  - 12.4.2. comply with the terms of our Privacy Policy: <https://interact-programme.co.uk/privacy-policy/>

## 13. Termination

- 13.1. Either of us may terminate this Contract forthwith on giving notice in writing to the other if the other ceases to carry on business or commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 7 days after the receipt of the request in writing to do so, to remedy the breach.
- 13.2. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

## 14. Dispute Resolution Procedure

- 14.1. If any dispute arises in connection with this Contract, directors or other senior representatives of the parties with authority to settle the dispute will, within 7 days of a written request from one party to the other, meet promptly in good faith to resolve the dispute.
- 14.2. If the dispute is not resolved in accordance with condition 14.1, the dispute shall be referred to mediation and the mediator shall be appointed by the Centre for Dispute Resolution.

## 15. Force Majeure

- 15.1. We will not be liable to you for any breach of our obligations under this the Contract if such breach is due to an act, event, omission or accident beyond our reasonable control (**Force Majeure Event**).
- 15.2. If a Force Majeure Event occurs, we will inform you as soon as possible and take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance of our obligations as soon as possible.

## 16. Third Parties

A person who is not a party to the Contract shall not have any rights under the Contract.

## 17. Entire Agreement

- 17.1. The Contract constitutes the whole agreement between us and supersedes all previous agreements between us relating to its subject matter.
- 17.2. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation,

assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.

**18. Assignment**

You shall not, without our prior written consent (such consent not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

**19. Notices**

- 19.1. Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these terms or such other address as may be notified by one party to the other. Our email address is [info@bristolpsychologyservices.co.uk](mailto:info@bristolpsychologyservices.co.uk)

**20. Governing law and jurisdiction**

The Contract is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.