

# UKCEH Terms and Conditions for bespoke training course delivery

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## Introduction:

UKCEH is able to provide bespoke training at the venue of the customer, at four UKCEH venues (Wallingford, Lancaster, Edinburgh and Bangor) and online.

## Pricing

1. Any formal offer with a stated price will be open for acceptance 6 months (or for such lesser period as may be stated in the offer) unless we have notified you before acceptance that the offer has been withdrawn or amended. Without affecting our discretion to do so, we intend to do so only when there is a compelling reason, or where a change is agreed with you.
2. Prices exclude VAT, but VAT where applicable, will be payable.
3. We shall not normally demand VAT of public sector, voluntary sector or academic clients, but if VAT has not been demanded where VAT was payable, VAT will be additional. VAT will normally be demanded for commercial customers.
4. The pricing will depend on several factors, including the learner number. Once agreed, the cost (stated as £x for a course with up to Y learners) is fixed, even if fewer learners attend than priced for.
5. Customer staff can attend the training as an observer or facilitator, without counting towards the permitted learner number.

6. UKCEH prefers to provide this service based on an informal written agreement (via email). These Terms and Conditions accompany an informal written offer. Once agreed, the customer will issue a Purchase Order. Any terms and conditions set out on a purchase order will not form part of our agreement.
7. If the customer needs to commission the training via small contract, this will increase the total cost at which UKCEH is able to offer the training delivery.
8. Apart from Microsoft 365 or Microsoft Office, UKCEH uses free, open source or free trial licences of software, so there should be no extra cost to the customer.

### Invoicing:

1. UKCEH will usually charge customers after the training delivery.
2. The customer may wish to request invoicing before the event, e.g. to spend the money in a particular Financial Year.
3. Payment is due within 21 days of receipt of the invoice or 21 days after the delivery of the training activity, whatever is later. UKCEH reserves the right to charge interest at the normal statutory rate and reasonable administration fees if payment is overdue.

### Mode of Delivery

1. The customer and UKCEH will agree the mode of delivery informally and in writing. This will include
  - a. Location, number of trainers, face to face or online, duration, mode of learning (live interactive or self-paced or a mixture)
  - b. course description, learning outcome and objectives
  - c. hardware & software requirements.
2. For many courses, UKCEH already delivers the training as an open commercial course. The course description will then say: UKCEH will deliver the training as described on: [https://www.ceh.ac.uk/training/\[course page name\]](https://www.ceh.ac.uk/training/[course page name]). UKCEH and the customer need to agree any changes to these generic descriptions, i.e. any tailoring towards the need of the customer. This likely to result in a higher cost to the customer.

### Personal data & privacy

1. Unless agreed otherwise with the customer, UKCEH will send out all course communication with the learners' email addresses in the 'To' field (not in the 'BCC' field).
2. UKCEH will provide guidance in the joining instructions how to protect your privacy during online training courses.
3. The feedback form will ask each learner if UKCEH can use any of the feedback for promotional purposes (with or without attribution)
4. Please refer to the UKCEH full privacy policy here for more details:  
<https://www.ceh.ac.uk/privacy-notice>

## Intellectual property

1. All material remains the sole intellectual property of UKCEH.
2. Participating learners should not share any training material with non-participants within or outside their own organisation, unless UKCEH gives a specific permission to do so.
3. The customer and any individual learner must not put any material shared by UKCEH in the public domain, unless UKCEH gives a specific permission to do so.
4. Where UKCEH gives learners access to <https://ukceh.learnworlds.com/>, learners must not pass on their login credentials to anyone else. If they do, UKCEH will revoke their access. The customer will also have to pay an additional fee according to the agreed fixed cost/ learner.
5. Where UKCEH gives learners access to an online Zoom training event (link, ID and passcode), learners must not pass this on to any third party. If they do, UKCEH will revoke their access. The customer will also have to pay an additional fee according to the agreed fixed cost/ learner.
6. Learners must not take screen shots of a Zoom training meeting nor use third party software to record a live or recorded video stream.

## Standard Service UKCEH will provide to all types of courses:

- ✓ Unless otherwise agreed, the customer must provide a list of the learners/attendees as soon as possible and no later than 3 weeks before the training event. UKCEH then deals with all the administration and logistics.
- ✓ Joining Instructions out by email 2 weeks and 2 working days before the event
- ✓ Calendar invite to participants (if customer would like UKCEH to do this)
- ✓ Pre-course survey (e.g. to find out dietary requirements, level of IT skills, check on a familiarity with zoom etc)
- ✓ Guidance on how to install the software required for the course
- ✓ Copies of all presentations as pdf document (handout version with two slides per page)
- ✓ Online feedback form (standard questions unless customers wishes to include specific questions)
- ✓ Sharing of feedback form with customer
- ✓ A follow-up email to all learners about 1-2 weeks after the event. This may contain answers to questions raised, outputs from exercises or further background information.

## Additional services UKCEH will provide for face to face courses:

All of the above, plus

- ✓ Provision of flip charts at UKCEH venues
- ✓ Provision of refreshments at UKCEH venues
- ✓ All physical material and equipment required to do the exercises.

## Additional services UKCEH will provide for online courses:

All of the above, plus

- ✓ Reminder email to all participants to join 10 minutes before the event opens
- ✓ Guidance on how to join Zoom in the Joining Instructions
- ✓ Introduction to main Zoom functions at the start of the event

## Liability

Without affecting any liability which cannot be excluded by law, such as liability in negligence for death or personal injury, which UKCEH will deliver training with reasonable care and skill, it shall not be liable for any loss of profits, opportunities, revenue or business, or any indirect or consequential losses (other than as expressly set out under “Cancellation” below), and, in any event, its maximum liability for any breach of contract or other obligation related to the training shall be capped at twice the VAT exclusive price payable, or, if less, the price actually paid, for the training.

## Cancellation:

The customer can update the attendee list

- Up to three working days before the event if the training has essential pre-course preparation for the learners
- up to 24 hours before the event starts if there is no pre-course preparation work for the learners

(and at the discretion of UKCEH, beyond that time). Learners can simply be swapped in and out.

For online learning, UKCEH may at its own discretion, share a recording of the training event with any learner who has missed the training due to unforeseen circumstances. This will happen via <https://ukceh.learnworlds.com/>

If UKCEH has to cancel the delivery of a training course, the customer can choose the cancellation of the order and a full refund, unless the customer and UKCEH can agree to defer the course to a later date.

If the customer cancels the order, the customer will be liable for the cost to UKCEH of developing the course material. This may be substantial, if UKCEH developed a bespoke course specifically for the customer. The cost will be substantially lower, if UKCEH is delivering a course where course material had already been fully developed before the order of the customer.

If the customer cancels the order or asks to postpone the delivery date with less than 48 hours’ notice, the customer will be liable to an admin fee to the value of 10% of the order value. In addition the customer may be liable to any accommodation/ transport costs, where UKCEH is not able to cancel such arrangements without a fee. (see below)

## Cancellation for in-person training at the customer’s location

UKCEH will not be liable for any costs arisen at the customer (e.g. catering, venue hire or customer’s employees travelling to the training venue), if it notifies the customer with more than 48 hours’ notice nor where the customer is able to cancel such arrangements without a fee.

If UKCEH has to cancel with less than 48 hours’ notice, it will contribute to cancellation fees or full fees up to a maximum of 10% of the cost of delivery of the training.

If the customer cancels the order or a specific agreed delivery date, the customer will be liable to up to 100% of the UKCEH transport cost (hotels, flights or train tickets already purchased), where UKCEH is not able to cancel such arrangements (without a fee).

### Cancellation for in-person training at a UKCEH venue

If the customer cancels the order, the customer will not be liable for any catering costs arisen at UKCEH, if it notifies UKCEH with more than 48 hours' notice, nor where UKCEH is able to cancel such arrangements without a fee.

If the customer cancels the order, the customer will not be liable for any cost of UKCEH staff travelling to the training venue from other UKCEH sites or hotel costs, if it notifies UKCEH with more than 48 hours' notice, nor where UKCEH is able to cancel such arrangements without a fee.

If the customer cancels the order with less than 48 hours' notice, it will contribute to UKCEH cancellation fees or full fees up to a maximum of 10% of the cost of the delivery of the training.

**Both parties must agree any changes to these standard Terms and Conditions in writing.**