



# G-Cloud Terms and Conditions - Training

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These Terms & Conditions are effective from 22 April 2024

## 1.0 Definitions

In these Conditions the following expressions shall have the following meanings:

- “HPS” means Hyde Park Solutions Ltd.
- The “Client” means the person, company or other legal entity identified as providing a request to HPS to supply Services.
- “Services” means the goods or services to be provided by HPS to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
  - ◆ A request to supply Services has been received from the Client by HPS
  - ◆ HPS has confirmed to the Client that the course or other Services requested are available and the price is correct.
  - ◆ Payment has been received, or alternative payment method agreed.
- “Contract” means the contract between HPS and the Client under which the Services are to be supplied by HPS to the Client.
- “Training Provider” means the company delivering a course when this is not HPS.
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

## 2.0 Scope

Unless otherwise agreed by HPS in writing prior to agreement by the Client to these Terms and Conditions the Client agrees that the provisions of these Terms and Conditions shall constitute all of the provisions relating to the Services to be provided to the Client by HPS. No other terms and conditions shall be accepted.

## 3.0 Prices

The price payable for the Services shall be the list price of HPS at the Confirmation Date unless otherwise stated.

HPS reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

All prices are exclusive of VAT, and this will be charged at the appropriate rate.

## **4.0 Terms of Payment**

Where the Services relate to the provision of a training course, payment by cheque, credit card, debit card or bank transfer is required no later than 10 Working Days before the course start date. Special arrangements may be separately agreed in the case of late bookings.

Where Services involve other services or goods, payment is required 5 Working Days prior to delivery or as otherwise agreed in writing.

HPS is entitled to charge interest at 2% per Month or part thereof on overdue payments.

Where pre-agreed by HPS payment may be agreed by Purchase Order (from a company based within the UK only). Where payment by Purchase Order is agreed these Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by HPS whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by HPS in writing.

Where an agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

## **5.0 Training Courses**

HPS constantly updates its course materials and therefore reserves the right to amend without notice the course content and structure. The issuing of a course outline on the HPS website is intended only as a guide and does not form part of any contract with the Client.

The indication of course availability and location shown on the HPS website is for general guidance and does not form any part of a contract. Please contact HPS before making any travel or accommodation arrangements as HPS will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements. If software purchase is required to undertake the course, the Client should have ensured this is arranged and loaded onto the delegate's PC before the course start date (any delays to the course due to this will be at the Client's expense).

HPS will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, HPS and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to

be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

For Client specific Onsite courses, the Client is responsible for the booking of any facilities and services such as hotels, equipment or third party services. The Client also agrees ensure the following are available in the training room: supply of adequate power, power outlets and extension cables, other facilities such as whiteboard or flipchart, a projector and screen.

## 6.0 Course Duration

Course durations for classroom events and online courses are clearly stated on the HPS website.

Unless stated otherwise, all courses are run on working days only.

Course finish times are approximate and based on eight delegates of average ability proceeding at a normal rate of progress. Early completion of the course does not qualify the purchaser for either a proportional rebate or for delegates to train in other areas. However, trainers may consolidate the course up to 5:00pm.

## 7.0 Cancellation, Transfers and Substitutions

If public course numbers are not sufficient to make the course viable, HPS reserves the right to cancel, arrange an alternative date for a course or convert it to a reduced duration course at no extra cost to the Client. In such circumstances, HPS will endeavour to provide 5 working days written notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but HPS shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying HPS in writing by acknowledged email. The Client shall be liable to pay a cancellation fee as follows if its delegate fails to attend or withdraws from the course without providing at least 30 days written notice prior to the scheduled commencement date:

Public Scheduled Courses (Online or Classroom):

Notice Period	Proportion of Course Fee Payable
0-10 Working Days	100%
11- 20 Working Days	50%
21-28 Working Days	25%

Customer Specific Courses (for example on Client's site):

Notice Period	Proportion of Course Fee Payable
0-10 Working Days	100%
11- 20 Working Days	50%
21-28 Working Days	25%

In the event that a delegate is unable to attend the course booked, HPS will endeavour to transfer the delegate to an alternative course.

HPS will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course.

## 8.0 Credit Rating

HPS reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

## 9.0 Liability

HPS's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

HPS shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

## 10.0 Force Majeure

HPS shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If HPS is unable to perform its duties and obligations under this contract as a direct result of one or more such causes HPS shall give written notice to the Client of such inability stating the cause in question.

## 11.0 Data Protection and Confidentiality

The policy of HPS with respect to data protection is detailed in these Terms and Conditions, and it's [Privacy Policy](#) which should be read in conjunction with these terms and conditions of the contract.

All Intellectual Property associated with training courses or other Services shall remain vested by HPS.

The Client will not, unless authorised by Hyde Park Solutions: disclose, provide or make available to any person other than the course attendee(s) in whole or in part any of the course materials or copies thereof which is a restricted act under the Copyright Designs and Patents Act 1988.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify HPS against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

## 12.0 General

The Contract shall only become effective at the Confirmation Date.

HPS reserve the right to, where necessary, subcontract training course delivery to external consultants or third parties.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by HPS shall be subject to correction without any liability on the part of HPS.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of HPS.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of HPS.

All parties shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

