



G-Cloud Education Services - Terms and Conditions

Pink Elephant EMEA Limited

G-Cloud Framework Compliance

These Terms and Conditions are supplementary to and subject to the G-Cloud 15 Framework Agreement. When Services are procured through the G-Cloud framework:

1. These terms apply only to the extent they do not conflict with the G-Cloud 15 Framework Agreement or any Call-Off Contract
2. In the event of any conflict or inconsistency, the following order of precedence shall apply:
 - G-Cloud 15 Framework Agreement
 - Call-Off Contract
 - Statement of Work or Order Form
 - These Terms and Conditions
3. Where these terms refer to rights of suspension, termination, or limitation of liability, such provisions are subject to and shall not override the corresponding provisions in the G-Cloud Framework Agreement

1. Applicable Law

These Terms and Conditions and any Statement of Work are governed by and construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms and any matter arising from them, subject to any dispute resolution procedures set out in the G-Cloud Framework Agreement.

2. Complaints

We are committed to providing a high-quality service that is both efficient and effective. Should there be any cause for complaint in relation to any aspect of our service, please contact our Education Team. We will investigate any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied, you can refer your complaint to our Managing Director, Gijs-Jan Huisman.

3. Confidentiality

Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers, or as part of an external peer review. Unless we are



authorised by you to disclose information on your behalf, this undertaking will apply during and after the provision of Services.

We reserve the right, for the purpose of promotional activity, training or similar business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

4. Data Protection

We confirm that we will comply with the provisions of the Data Protection Act 2018 and UK GDPR when processing personal data about you, your directors and employees. In order to carry out the Services and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention, we may obtain, process, use and disclose personal data about you.

5. Electronic and Other Communication

Unless you instruct us otherwise, we may communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.

With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must accept in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by hard copy, other than where electronic submission is mandatory.

Any communication by us with you sent through the post or courier system is deemed to arrive at your postal address two working days after the day that the document was sent.

6. Fees and Payment Terms

Our Education Services fees, as per the signed Statement of Work or Order Form, are payable 30 days from date of invoice.

If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case.

Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel, or other professional fees.



We may charge interest on late paid undisputed invoices at the rate permitted under applicable law or the G-Cloud Framework Agreement. Any suspension of services for non-payment will be conducted in accordance with the provisions of the G-Cloud Framework Agreement and Call-Off Contract.

If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 14 days of receipt, failing which you will be deemed to have accepted that payment is due.

7. Implementation

We will only assist with implementation of our advice if specifically instructed and agreed in writing. Any additional fees will be agreed before any work is undertaken.

8. Intellectual Property Rights

We will retain all copyright in any document, materials, or content prepared by us during the provision of Services, save where the law specifically provides otherwise or where expressly agreed otherwise in the Statement of Work.

9. Interpretation

If any provision of the Statement of Work or these Terms and Conditions is held to be void, that provision will be deemed not to form part of this contract and the remainder shall be interpreted as if such provision had never been inserted.

For G-Cloud procurements, the order of precedence is set out in the G-Cloud Framework Compliance section above.

10. Limitation of Liability

We will provide our Services with reasonable care and skill. Our liability is subject to the limitations set out in the G-Cloud Framework Agreement and Call-Off Contract.

Exclusion of liability for loss caused by others

We will not be liable if losses are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

Exclusion of liability in relation to circumstances beyond our control

We will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control.

Indemnity for unauthorised disclosure

You agree to indemnify us in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.



11. Limitation of Third Party Rights

The content and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it. We accept no responsibility to third parties, including any group company to whom the service is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

12. Validity of Quotation

All quotations are valid for a period of 30 days.

13. Provision of Training Services

13.1 Onsite and Virtual Training

As per the Statement of Work, training services are delivered onsite or virtually on the dates agreed. Course logistics are arranged approximately one week before course delivery.

13.2 E-Learning Portal Access

As per the Statement of Work, the e-learning Portal (Pink Portal) will be available for the period specified in the Statement of Work (typically one year from the point of receiving the signed Statement of Work).

Online training services are provided through the Pink Portal for the contract period specified in the Statement of Work. Additional training content regularly added to the e-learning Portal will be included in the online training services provided during the subscription period. Access to the training content is for the number of learners specified in the Statement of Work.

14. Access to the Training Services

Access to the Services is implemented through the methods described in the applicable Statement of Work, which may include:

14.1 For Onsite/Virtual Training:

Direct access to training materials through the Pink Portal:

Each delegate will be provided a user account to access learning content directly from the Pink Portal. Pink Elephant EMEA Limited's education team will administrate the learner accounts and provide support in case of access issues. Access to the Portal is limited from the time the course logistics are arranged to the completion of course delivery.

Training session recordings (virtual classroom only):

All virtual classroom training sessions will be recorded unless required by the client



otherwise. Upon completion of the training, the session recordings will be shared with the delegates via a link which is valid for one week. Session recordings are retained for three months after the completion of training and will be deleted after this time.

14.2 For E-Learning Portal:

Direct access through the Pink Portal:

Each learner owns a user account to access learning content directly from the Pink Portal. Pink Elephant EMEA's education team will administrate the learner accounts and provide support in case of access issues.

Connection between the Pink Portal and customer Learning Management System (LMS):

Each learner owns an external user account to access learning content through the Pink Portal. Pink Elephant EMEA and relevant team members from the customer implement a connection between the Pink Portal and the customer LMS through any of the supported integration methods (LTI 1.2/AICC 1.2/SCORM 1.2) so that learners can access learning content from the customer LMS. The customer's education team will administrate user accounts on the customer LMS and Pink Elephant EMEA will facilitate any issues relevant to the connection between the two systems.

In both methods, and upon customer request, Pink Elephant EMEA may accommodate a Customised Environment to the customer's branding, adjusting the Pink Portal's look and feel to the customer company logo and primary colours.

15. Reporting on Training Services

Pink Elephant EMEA will accommodate user reports upon customer request. User reports refer to progress reports relevant to each learner presenting progress being made within the learning content.

16. Exam Services

For Onsite/Virtual Training:

After confirmation of purchase with a purchase order, Pink Elephant EMEA Limited will administrate the exam vouchers requested and provide consultancy in case of technical issues between the customer and the respective exam institutes.

By signing the Statement of Work, you confirm that you will obtain consent from your delegates for Pink Elephant EMEA Limited to release their exam results to you, should you require this.

For E-Learning Portal:

Pink Elephant EMEA will accommodate exam voucher requests for all training courses included in the customer access period. After confirmation of purchase with a purchase order, Pink Elephant EMEA will administrate the exam vouchers requested and provide



consultancy in case of technical issues between the customer and the respective exam institutes.

17. Notice Periods for Onsite/Virtual Training

To reschedule or cancel course delivery, the client will be required to provide Pink Elephant EMEA Limited with a minimum of two clear weeks' notice. Notice must be given in writing via email to a member of Pink Elephant EMEA Limited's education team.

18. Review of Training and Exam Services

Pink Elephant EMEA collects customer reviews via Reviews.io. Reviews.io links will be shared via email with delegates at the end of course delivery for onsite/virtual training, and are embedded within the learning content provided through the Pink Portal via a direct link included at the end of each e-learning journey. Learner feedback is requested about their overall training experience with Pink Elephant EMEA. Learner feedback is regularly reviewed internally with the aim to constantly improve Pink Elephant EMEA's education services.

Pink Elephant EMEA Limited

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