

LiveLearningCo G-Cloud 15 Terms and Conditions

1. Definitions & Framework These terms (the "Supplier Terms") apply to the provision of services by **LiveLearningCo (part of CEyX Ltd)** to the Buyer under the G-Cloud 15 Framework Agreement. In the event of any conflict, the G-Cloud Call-Off Contract takes precedence.

2. The Service Commitment: "Real People, Real Learning"

- **Human-Led Guarantee:** We guarantee that all training sessions are delivered by real, expert trainers. We do not use generic AI-generated avatars or pre-recorded "check-the-box" content as a substitute for live interaction.
- **The "AHA" Milestone:** Our service is deemed delivered when the "AHA" moment is facilitated—defined as the successful completion of a live, expert-led training session by the Authorised User.

3. Access & Security

- **SSO & Authentication:** Access is provided via Single Sign-On (SSO). The Buyer is responsible for maintaining the security of their identity provider credentials.
- **Accessibility:** The platform (Docebo) is maintained to **WCAG 2.2 AA** standards. We are committed to inclusive learning for all human users.

4. Intellectual Property & "Knowledge Sovereignty"

- **Ownership:** LiveLearningCo retains the IPR for its core methodology and training frameworks.
- **Buyer Rights:** The Buyer is granted a non-exclusive license to use the **Webinar Materials** for internal educational purposes.
- **Knowledge Portability:** Upon termination (Offboarding), all Buyer-specific content will be provided in a **SCORM package** to ensure the organisation retains the "AHA" insights permanently.

4.1. Supplier Background IPR: LiveLearningCo (the "Supplier") retains all Intellectual Property Rights (IPR) in its training methodologies, the "AHA" framework, and any pre-existing materials used during Live Sessions.

4.2. Learner Assets ("AHA Sheets"): For any tools, digital sheets, or templates provided to Authorised Users during a session:

- **The License:** We grant the Buyer a **perpetual, royalty-free, non-transferable license** to use these assets for internal educational purposes only.
- **The Goal:** These are "Performance Tools" designed to ensure the software ROI continues long after the session ends.





- **Restrictions:** The Buyer may not resell, sublicense, or distribute these materials to third parties outside of the contracted Government Department.

4.3. Bespoke Digital Assets (SCORM/E-Learning): As per our "Knowledge Sovereignty" mandate, any bespoke e-learning content created specifically for the Buyer remains the property of the Buyer for use within their organization.

5. Fees & The "95% Subscription" Model

- **Payment:** Fees are as defined in the G-Cloud Pricing Document.
- **No Hidden Bots:** Fees cover 100% human-led support. We do not charge for "AI Support Bots" because we do not use them.

6. Cancellation & Human Flexibility

- **Session Rescheduling:** We understand the public sector is dynamic. Sessions may be rescheduled with 7 working days' notice.
- **Substitution:** LiveLearningCo reserves the right to substitute a trainer with another expert of equal caliber to ensure the "AHA" moment is never delayed.

7. Data Protection We process data in accordance with the UK GDPR and our Privacy Policy. All data is hosted in Tier 1 environments as specified in our Service Definition.

8. Limitation of Liability Our liability is limited as set out in the G-Cloud Call-Off Contract. We focus our liability on ensuring the human safety and data integrity of your learners.



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