

# Terms and Conditions – Upskill and Reskill Cyber Training

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## Scope of services

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CAPSLOCK shall provide cyber security upskill and reskill training services as agreed with the buyer. The scope, duration, delivery model, and outcomes of the services shall be set out in a Statement of Work (“SoW”) agreed by both parties.

Training may be delivered on-site, remotely or in a blended format and may include group-based learning, assessments, and practical exercises.

## Learner participation and attendance

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The buyer is responsible for ensuring that nominated learners are available to participate in the training in accordance with the agreed schedule.

CAPSLOCK shall not be liable for reduced outcomes where learner attendance, engagement, or participation is materially impacted by factors outside of CAPSLOCK’s control.

## Intellectual Property (IP)

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All training materials, content, methodologies, and learning resources provided by CAPSLOCK remain the intellectual property of CAPSLOCK unless otherwise agreed in writing.

The buyer is granted a non-exclusive, non-transferable licence to use the materials internally for the purpose of the agreed training only.

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## Staff engagement and recruitment

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Nothing in this agreement restricts the buyer from employing or engaging learners who have completed CAPSLOCK training.

The provision of training services does not create any obligation on CAPSLOCK to offer employment to learners, nor any obligation on the buyer to do so.

## Working hours and delivery

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Training delivery shall normally take place within standard working hours of 09:00–17:00, Monday to Friday, unless otherwise agreed in the SoW.

Any delivery outside these hours must be agreed in advance and may be subject to additional charges.

## Payment terms

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CAPSLOCK's services shall be delivered in accordance with an agreed SoW and supported by a valid purchase order.

CAPSLOCK will invoice in accordance with the payment milestones set out in the SoW. Unless otherwise agreed, invoices are payable within **30 days** of the invoice date

## Liability

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CAPSLOCK shall deliver the services with reasonable skill and care. CAPSLOCK does not warrant that training will guarantee employment outcomes, role changes, or specific organisational results.