

Terms of Service

These Terms of Service (“**Terms of Service**”) constitute a binding contract between you (“**Customer**” or “**You**”) and Hampshire County Council (“**HCC**”). These terms and conditions apply to the purchase of and access to Online Course Materials and the deliverance of training courses purchased by You from HCC.

BY CLICKING ON THE BUTTON MARKED “I ACCEPT”, YOU SIGNIFY YOUR AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE (“Acceptance”). You agree that Your assent, given electronically, will have the same legal effect as if it had been personally signed by You. To the extent permitted by law, these Terms of Service are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically. Please print a copy of these Terms of Service for future reference.

1) TERMINOLOGY

“**Authorised End Users**” means the recipients of the Services on whose behalf You are acting for the provision of the training Services.

“**Course Materials**” means the information and materials provided to You by HCC relating to the Training Content.

“**Effective Date**” refers to the date that **HCC** confirms Your right to use the Services following payment or booking.

“**Face to Face Training**” means any training provided by HCC in person to You.

“**Services**” means the Website and its entire contents, features and functionality (including but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, the Training Content, and any documentation pertaining to the foregoing), any Face to Face Training and Virtual Training, and HCC’s venues (where applicable).

“**Training Content**” means a module or multiple modules of training selected and paid for by You to be viewed on the Website for a limited period of time or delivered as Face to Face Training or Virtual Training.

“**Virtual Training**” means training provided by HCC to You through Microsoft Teams.

“**Virus**” means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“**Website**” means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in **Impact** website located <https://www.hants.gov.uk/socialcareandhealth/impact> (or such other web address notified by **HCC** to You at any time).

2) INFORMATION ABOUT HCC

HCC is a County Council whose principal place of business is The Castle, Winchester, SO23 8UJ.

3) WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.

Subject to these Terms of Service, You will be granted a limited, non-exclusive, revocable, non-transferable right to access that portion of the Subscription Website applicable to the Subscription type and to access Training Content selected and paid for by You from time to time. By agreeing to grant such access, **HCC** does not obligate itself to maintain the Website, or to maintain it in its present form. **HCC** may upgrade, modify, change or enhance the Services and convert You to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Your use of the Services and on reasonable prior notice to You (unless the change is of critical business importance or outside **HCC's** control, in which case **HCC** will explain the reason for the changes as soon as is reasonably practicable).

You agree to abide by any rules or regulations that **HCC** publishes with respect to Yours and other users' conduct in the use of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. **HCC** reserves the right to deny You access to the Website if, in **HCC's** sole discretion, You have failed to abide by these Terms of Service or appear likely to do so.

You accept that **HCC** in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.

You promise, acknowledge, and agree that:

1. Access privileges may not be transferred to any third-parties;
2. You will not access, store, distribute or transmit any Viruses;
3. You will comply with all applicable laws and regulations with respect to use of the Services;
4. You will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
5. You will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
6. You will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
7. You will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
8. You are solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
9. You will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of

any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

Where You use the Website for the provision of Services to Authorised End Users, You promise to obtain any and all consents required by law, including, but not limited to: (i) consent to transfer personally identifiable information of Your Authorised End Users, and Your representatives; (ii) consent to compile reports as to usage of the Services by Your Authorised End Users and provide such reports to You, and (iii) any other consents that may be required in order for HCC to provide the Services to You and Your Authorised End Users. You promise to obtain necessary consents from all relevant bodies including Your Authorised End Users, from the parents or legal guardians of Your Authorised End Users (where necessary), and from other applicable individuals.

You may not transfer from one Training Content module to another. Any request for a transfer will be treated as a cancellation. For the avoidance of doubt, this paragraph does not prohibit You requesting to change the date of Your attendance to the same Training Content.

4) TRAINING

FACE TO FACE

You must ensure that You, any Authorised End Users and/or Constituents are fit and able to attend any Face to Face Training. You must confirm at the time of the booking any assistance that may be required during the Face to Face Training.

Where You arrive late or if You are absent from a session of Face to Face Training, HCC reserves the right to refuse to grant entry and no refund shall be given.

HCC shall take reasonable measures to ensure that the Face to Face Training is undertaken in a safe environment and You shall support HCC by providing information and taking other reasonable measures to ensure that the Face to Face Training may proceed safely.

VIRTUAL TRAINING

You must not record any content of the training delivered to You as Virtual Training.

HCC will not be liable for any failure or delay in providing Virtual Training due to internet, software or telecommunication failures or delays that are beyond the control of HCC, nor will HCC be responsible for any technical issues which may arise as a result of Your failure to ensure the compatibility of Your hardware and access to the Services.

GENERAL

HCC reserves the right to alter the course content, speaker or venue where necessary. Should HCC have to cancel a course HCC does not accept responsibility for travel, accommodation or other costs which may have been incurred by You or any delegate.

Where You cancel training Services, the Cancellation provisions set out in these Terms of Service shall apply.

Where HCC cancels training Services for any reason, a full refund will be given

5) AVAILABILITY OF WEBSITE.

You recognize that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly You shall not hold **HCC** liable for delays that are ordinary in the course of internet use.

You further acknowledge and accept that the Website may not be available on a continual twenty-four hour basis due to telecommunication failures or delays that are beyond the control of HCC, or delays caused by HCC's upgrading, modification, or standard maintenance of the Website.

Prior to submitting a purchase request it is Your responsibility to ensure that HCC's technology is compatible with Your systems. HCC is not liable or responsible for any technical issues which may arise as a result of Your failure to ensure compatibility as above.

6) INTELLECTUAL PROPERTY RIGHTS.

All Intellectual Property Rights in the Services and any Course Materials are owned by HCC, its licensors or other providers of such material, and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

No right, title or interest in or to the Services or any portion thereof, is transferred to You or Your Authorised End User, and all rights not expressly granted herein, are reserved by HCC.

HCC provides to You a personal, revocable, non-transferable, non-exclusive, non-sublicensable licence to access and use the Services and any Course Materials for the sole purpose of completing the purchased training course.

The Hampshire County Council (HCC) name, HCC logo, the Impact name and the Impact logo and all related names, logos, product and service names, designs and slogans, are trademarks of HCC or its affiliates or licensors. You may not use such marks without the prior written permission of HCC. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

7) HCC OBLIGATIONS

HCC will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by HCC, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to HCC's instructions, or modification or alteration of the Services by any party other than HCC. If the Services are in non-conformance with the foregoing undertaking, HCC will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide Subscriber with an alternative means of accomplishing the desired performance.

8) FEES, PAYMENT AND CANCELLATION.

Payment Details. Recurring charges are billed in advance of service. Payment shall be made in advance of receipt of the Service. Where it has been agreed between the parties for You to pay by invoice, HCC shall invoice You within 30 days after the conclusion of the training and all fees due under this Agreement are payable within

thirty (30) days from receipt of an invoice. Interest charges may be added to any overdue amounts from the date due for payment to the actual date of payment in accordance with the Late Payments of Commercial Debts (Interest) Act 1998. No interest shall be payable on any amount that is the subject matter of a bona fide dispute between the Parties. Payments by You will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any legal fees, court costs, or other costs reasonably and properly incurred in collection of overdue accounts shall be paid by You. If payment of fees is more than 30 days overdue, in addition to all other remedies available under this Agreement, at law or equity, HCC shall have the option to suspend provision of the Service and/or terminate this Agreement upon notice in writing to You.

Where fees are paid by credit/debit card, You agrees to provide HCC with valid, up-to-date and complete card, contact and billing details. You further authorise HCC to bill such debit/credit card on the Effective Date for the Fee due for the training. If, for any reason, Your credit/debit card company refuses to pay the amount billed for the Services, You agree that HCC may, at its option, suspend or terminate the Services and require You to pay the overdue amount by other means acceptable to HCC.

HCC may charge a fee for reinstatement of suspended or terminated accounts. In the event legal action is necessary to collect on balances due, You agree to reimburse HCC for all expenses incurred to recover sums due, including reasonable attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in Great Britain Pounds.

Cancellation. In the event that You cancel the Services, the following provisions shall apply:

- If You cancel with less than one week's notice to HCC, no refund shall be payable by HCC to You.
- If You cancel with less than two weeks' notice but more than one week's notice, HCC shall refund 50% of the Fees paid for the Services.
- If You cancel with more than two weeks' notice, HCC shall refund 100% of the Fees paid for the Services.

The delivery dates for the Services may be rescheduled by You without any further charges by giving more than one week's notice to HCC of Your request to rescheduled the delivery of the Services.

Taxes. You are responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against HCC.

Any fees or payments required to be made by the You to HCC under these Terms may be paid to HCC's appointed sub-contractor.

9) TERM AND TERMINATION.

Termination. HCC reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms of Service or on reasonable notice.

Effect of Termination. You will have no further rights to access the Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.

10) CONFIDENTIALITY AND DATA PROTECTION

You agree to maintain the confidentiality of HCC's Confidential Information. For the purposes of these Terms of Service, the term "Confidential Information" means all portions of the Services, including but not limited to, the Website.

Any Personal Data You provide to HCC will only be used to process Your booking and for the administration of the Services, and for the issuing of newsletters (where applicable and where You have consented to receive such newsletters). The legal basis for this processing is Your consent. HCC will only contact You about information which is appropriate to Your booking. Your contact information is retained for a maximum of seven years from the date of Your booking. You can unsubscribe at any time.

You have some legal rights in respect of the personal information we collect from You. Please see our Data Protection webpage for further details: www.hants.gov.uk/dataprotection.

If You have a concern about the way we are collecting or using Your personal data, You should raise Your concern with us in the first instance data.protection@hants.gov.uk or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

11) FREEDOM OF INFORMATION/TRANSPARENCY

You acknowledge that HCC may be required to release information that it holds about You or the Services that You receive under the Freedom of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR"). You shall:

1. provide all necessary assistance and cooperation as reasonably requested by HCC to enable HCC to comply with its obligations under the FOIA and EIR;
2. transfer to HCC all requests for information relating to these Terms of Service that it receives as soon as practicable and in any event within two (2) working days of receipt;
3. provide HCC with a copy of all information belonging to HCC requested in the request for information which is in its possession or control in the form that HCC requires within five (5) working days (or such other period as HCC may reasonably specify) of HCC's request.

You acknowledge that HCC may be required under the FOIA and EIR to disclose information (including commercially sensitive information) without consulting or obtaining consent from You. HCC shall take reasonable steps to notify You of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for HCC to do so but (notwithstanding any other provision in these Terms of Service) HCC shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

12) THIRD PARTY LINKS OR INFORMATION

This Website may contain links to other websites that are not operated by or related to HCC. HCC is not responsible for the content, accuracy or opinions expressed in such third-party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by HCC and if You leave the Website to access these third-party sites You do so at Your own risk.

13) DISCLAIMERS OF STATEMENTS/WARRANTIES

Your use of the Services or items/materials obtained through the Services are at Your own risk. You attend Face To Face Training at Your own risk. HCC will take reasonable steps to ensure the health and safety of those attending Face To Face Training where Face To Face Training is delivered at HCC's premises. The Services are provided on an "as is" and "as available" basis, without any statements or warranties of any kind, either express or implied.

Neither HCC, its affiliates nor any person associated with them makes any statement, warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Services. Without limiting the foregoing, neither **HCC**, its affiliates nor anyone associated with them promises that the services or items obtained through the Services or any portion thereof, will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Services or the Website or the server that makes it available, are free of viruses or other harmful components, or that the Services or items/materials obtained through the Services will otherwise meet Your needs or expectations.

HCC and its affiliates hereby disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law. No verbal or written representations, information or advice given by HCC, its affiliates or their authorised representative shall create a warranty or in any way increase the scope of this warranty.

14) LIMITATION OF LIABILITY

HCC does not in any way exclude or limit its liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter for which it would be illegal for HCC to exclude or attempt to exclude its liability.

In no event shall HCC, its affiliates, licensors, employees, agents, officers or directors be liable to You or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, loss of data, or loss of profits, whether or not HCC has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with Your use of the Services or of any website referenced or linked to from the Services.

Notwithstanding anything to the contrary in the foregoing, Your exclusive remedy and HCC and its affiliates' entire liability, if any, for any claims arising out of these terms of service, shall be limited to the Fees paid by You to HCC during the two (2) month period immediately preceding the date on which the claim or action arose, regardless of whether the claim or action is based on contract, tort, warranty, indemnification or otherwise. The existence of multiple claims will not enlarge this

limit. You will be responsible for all claims and damages resulting from the misuse of the Services by You and/or Your Authorised End Users.

15) INDEMNITY

You agree to compensate and defend fully HCC, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable legal fees) resulting from any third-party claim, action or demand arising out of any breach by You of any representation, warranty, covenant, obligation or duty of Yours under these Terms of Service.

16) SURVIVAL

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

17) CHANGES

Except, for any provisions determining the primary contractual obligations of You and HCC hereunder, HCC has the right to revise and amend these Terms of Service from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting on the Website and Your continued use of any of the Services following the posting of revised Terms of Service means that You accept and agree the changes, to the extent permitted by applicable laws.

18) ASSIGNMENT

You may not transfer these Terms of Service, in whole or in part. HCC may transfer these Terms of Service and/or subcontract some or all of its obligations hereunder at any time.

19) INJUNCTIONS

You acknowledge that a breach of any confidentiality or proprietary rights provision of these Terms of Service may cause HCC irreparable damage, for which the award of damages would not be adequate compensation. Consequently, HCC may seek an injunction to prevent You from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and HCC may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which HCC may be entitled at law or in equity.

20) COMPLAINTS

If You have any complaint about the provision of the Service, You must contact HCC as soon as possible or within 14 days. You may expect a response within 14 days. Any complaints are to be sent to: adultservices.complaints@hants.gov.uk.

21) GOVERNING LAW AND JURISDICTION

These Terms of Services are subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

22) NOTICES

Legal notices may be sent to support@HCC.co.uk (if by email), or, if Subscriber is in the United Kingdom, to **Hampshire County Council (HCC), The Castle, Winchester SO23 8UJ**. Notices to Subscribers may be sent either to the email address supplied in Subscriber's account or to the address supplied by Subscriber as part of its registration data. In addition, HCC may broadcast notices or messages through the Website to inform of changes to the Website or other matters of importance, and such broadcasts shall constitute notice to You to the extent permitted by applicable law. Any notices or communication under these Terms of Service will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email and no error message is received; or within three (3) days after HCC posts a notice on the Website.

23) FORCE MAJEURE

HCC will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond HCC's reasonable control including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labour disputes, acts of God, pandemics, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fibre optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

24) WEBSITE USE POLICY

You agree to comply with the Website Use Policy (the "**Policy**"). HCC reserves the right to modify either Policy at any time, and to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website. Your continued use of any portion or all of the Services following the posting of a revised Policy means that You accept and agree to the changes. In the event of an express conflict between the Terms of Service and the terms of the Policy, these Terms of Service will prevail.

25) CHILDREN

We are not a site targeted at children or those under the age of 16.

26) NO THIRD PARTY BENEFICIARIES

No person or entity not a party to these Terms of Service will be deemed to be a third-party beneficiary of these Terms of Service or any provision hereof.

27) SEVERABILITY

If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

28) WAIVER AND AMENDMENT

If **HCC** fails to insist upon strict performance of Your obligations under any of these terms and conditions, or if **HCC** fails to exercise any of the rights or remedies to which it is entitled under these Terms of Service, this will not constitute a waiver of such rights or remedies and will not relieve You from compliance with such obligations. No waiver by **HCC** of any default will constitute a waiver of any subsequent default, and no waiver by HCC of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

29) ENTIRE AGREEMENT

These Terms of Service, together with the Website Use Policy constitute the sole and entire agreement between Subscriber and **HCC** with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.