

## Terms and Conditions

### 1. INTERPRETATION

#### 1.1 Definitions and construction.

In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time

**Contract:** the contract between the Service Provider and the Purchaser for supply of the Services in accordance with these Conditions.

**Employer:** means the course participant's employer

**Intellectual Property Rights:** all intellectual rights including but not limited to copyright and related rights, trade marks service marks, rights in confidential information and any other intellectual property rights.

**PaCT:** means Partnership in Care Training

**Participant:** means the course attendee

**Personal Data** means personal data as defined in the General Data Protection Regulation (GDPR) May 2018, which is supplied to the Service Provider by the Purchaser or obtained by the Service Provider in the course of performing the Services.

**Purchaser:** means the person purchasing the services (booking the course) who acts on behalf of and represents the participant's employer

**Services:** the services to be provided by PaCT under the Contract. PaCT provides training courses to the independent social care market across Hampshire.

**Service Provider:** means Partnership in Care Training, Adult Services Workforce Development and Hampshire County Council

### 2. BASIS OF CONTRACT

2.1 The Purchaser shall complete the online booking to place an order.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 3. SUPPLY OF SERVICES

3.1 The Service Provider shall from the Commencement Date provide the Services to the Purchaser in accordance with the terms of the Contract.

#### **4. CHARGES AND PAYMENT**

- 4.1 The Service Provider shall charge such fees as set out on its website (<http://www3.hants.gov.uk/pact>). The Service Provider shall endeavour to keep published prices up to date and reserve the right to alter the price at any time. At the time of booking, the Purchaser will be informed of any price changes and will be given the opportunity to cancel without penalty.
- 4.2 The Service Provider shall not be bound by obvious error and mistakes (including misprints).
- 4.3 In respect of Services, the Service Provider shall invoice the Purchaser following the completion of the online booking form.
- 4.4 Amounts payable by the Purchaser under the Contract are inclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**).

#### **5. CANCELLATION AND RETURNS**

- 5.1 The Purchaser is responsible for contacting the Service Provider to inform of any cancellations.
- 5.2 In the event of a cancellation by the Purchaser, the following charges will apply:
  - 5.2.1 Cancellation more than 7 days prior to the course start date will result in no charge;
  - 5.2.2 Cancellation less than 7 days prior to the course start date will result in the full course fee being charged.
- 5.3 The Service Provider reserves the right to:
  - 5.3.1 Cancel a course should the numbers fail to reach a viable minimum. The Service Provider will either propose a transfer to an alternative date acceptable to the Purchaser or make a full refund;
  - 5.3.2 Cancel a course due to circumstances beyond its control. In such events, the Service Provider will either propose a transfer to an alternative date acceptable to the Purchaser or make a full refund.

The Service Provider will notify the Purchaser at the earliest opportunity of such an occurrence.
- 5.4 The Service Provider will have no liability to the Purchaser if there is prevention or delay in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including but not limited to, acts of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restrictions, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, compliance with any law or government order, rule regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

5.5 Any non attendance by a Participant will result in the full fee being charged.

## **6. TRANSFER of BOOKING**

6.1 Any transfer from one course to another shall be treated as a cancellation and new booking.

6.2 Any change to a course date will be treated as a cancellation and new booking.

## **7. REPLACEMENT OF PARTICIPANT**

7.1 A registered Participant can be replaced by a third party if the Service Provider is informed 3 working days before the start of the course.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 In the absence of prior written agreement by the Service Provider to the contrary, all Intellectual Property Rights created by or for the Purchaser, Participant or any employee, agent or sub-contractor of the Purchaser on behalf of the Service Provider for use or intended use in the course of performing the Services or exclusively for the purpose of performing the Services, shall vest in the Service Provider upon creation.

## **9. GENERAL DATA PROTECTION REGULATION (GDPR)**

9.1 The Service Provider shall at all times comply with the General Data Protection Regulation (GDPR) including, where appropriate maintaining a valid and up to date registration or notification under the GDPR.

9.2 The Service Provider shall not disclose Personal Data to any third parties other than:

9.2.1 to staff and agents to whom such disclosure is reasonably necessary in order to perform the Contract; or

9.2.2 to the extent required under a court order.

## **10. TERMINATION**

10.1 Without limiting its other rights or remedies, the Service Provider may terminate the Contract with immediate effect by giving notice to the Purchaser.

## **11. GENERAL**

11.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Service Provider from supplying the Services for more than four weeks, the Purchaser shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Service Provider.

- 11.2 Any notices or other documents to be given under these Conditions shall be in writing and be deemed to be duly given if delivered by hand or registered post or by electronic mail or by facsimile and sent to the address of the relevant Party set out in these Conditions or such other address notified in writing to the other party from time to time. All notices shall be deemed to be received when sent by registered post two (2) days following the date of dispatch and if sent by hand, electronic mail or by facsimile mail on the next working day.
- 11.3 The failure by either party to insist upon strict performance of any part of the Conditions, or delay in or failure to exercise any rights or remedies, or properly to notify the other Party in the event of breach shall not be deemed to be a waiver of any right of the Party to insist upon strict performance of these Conditions or of any rights or remedies, nor shall any termination of the Conditions by the Party operate as a waiver of any of its terms.
- 11.4 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Conditions.
- 11.5 If any provision of these Conditions shall become or be declared illegal, invalid or unenforceable, in whole or in part, for any reason whatsoever by any competent tribunal or authority, such provision shall be deemed to be deleted from these Conditions in so far as the continued operation of these Conditions is concerned.
- 11.6 Any third party who is not a Party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 11.7 Notwithstanding any other provision of these Conditions, neither Party shall be liable to the other Party for a failure to perform its obligations under these Conditions where the obligations have not been possible to perform if such failure results from circumstances which could not have been contemplated at the time of signing these Conditions and which are beyond the Party's reasonable control.
- 11.8 These Conditions shall in all respects be governed by and construed in accordance with the Laws of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the English Courts.