

SECTION I – PROCUREMENT SKILLS TRAINING DELIVERED TO INDIVIDUAL CUSTOMERS THROUGH CIPS VIRTUAL PLATFORMS

“Business to Customer (B to C) Skills Training”

SPECIFIC TERMS

CIPS B to C Skills Training is suitable for practitioners at all levels to help accelerate learning and deliver sustainable value for the individual through the use of a selection of interactive courses delivered by subject matter experts through the Supplier’s virtual platforms.

These specific terms are subject to the general terms set out in Schedule A.

1. DEFINITIONS AND INTERPRETATION

In this Section I the following words and expressions have the following meanings unless inconsistent with the context:

“Tutor”	an individual who is engaged by the Supplier to deliver any training comprised in the Deliverables;
“Vulnerability”	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

2. DELIVERABLES

- 2.1 In consideration of the Price paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive licence to utilise the Deliverables in accordance with these Conditions for 12-months from the date of delivery.
- 2.2 The images and descriptions of the Deliverables on the Website are for illustrative purposes only. Although the Supplier has made every effort to ensure their accuracy, the Supplier cannot guarantee that they accurately reflect the appearance or functioning of the Deliverables on every computer. The operation of the Deliverables may differ from that shown.
- 2.3 Where free and trial materials are made available on the Website, the Supplier has made every effort to ensure these accurately reflect the operation and quality of Deliverables but does not guarantee that these materials will be identical to, or representative of, the Deliverables. The free and trial materials may differ from the Deliverables.
- 2.4 Where the Customer has access to any assessment materials as part of the Deliverables, any assessment submitted to the Supplier during the Term will be marked and a certificate awarded to the User if they have met the required standard. The Supplier will not mark any assessment submitted outside the Term or guarantee to provide any specific feedback.

- 2.5 The Deliverables may not be relied upon for legal interpretation. Neither the Supplier nor its employees, trainers or consultants can accept responsibility for the Customer's or any of its Users' actions, or those of other people consuming the Deliverables or interpreting the Deliverables in litigation, or responsibility for any loss incurred as a result of relying on the Deliverables.

3. ACCESS TO THE DELIVERABLES

- 3.1 The Supplier does not provide the software which the Deliverables relate to and the Customer is responsible for ensuring its own access to such software.
- 3.2 The Customer is responsible for configuring its own information technology, computer programmes and hardware in order to access the Deliverables and should use its own virus protection software. The Supplier is not responsible for any failure to access the Deliverables as a result of the incompatibility of the Customer's computer programmes or hardware.
- 3.3 The Supplier does not warrant that the use of the Deliverables will be uninterrupted or error-free and the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.4 Whilst the Supplier endeavours to ensure that the Deliverables are normally available 24 hours a day, the Supplier shall not be liable if for any reason the Deliverables are unavailable at any time or for any period.
- 3.5 The Deliverables may not be available to all Users at the same time and the Supplier, acting reasonably, reserves the right to temporarily prevent up to half of the Customer's Users from accessing the Deliverables from time to time.
- 3.6 Access to the Deliverables may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond the Supplier's control.
- 3.7 If, for any reason, the Deliverables are defective or not accessible, the Supplier shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require the Supplier to carry out such work outside Normal Working Hours.
- 3.8 The Supplier may access any User account for the purposes of amending any administrative or technical details, correcting errors, removing any redundant User accounts and for any other reason which the Supplier, acting in its sole discretion, believes such access to be reasonably necessary.

4. USE OF THE DELIVERABLES

- 4.1 The Customer is solely responsible for the appropriate use, of the Deliverables.
- 4.2 The Customer will co-operate with, and follow the reasonable instructions of, the Supplier in all matters relating to the Deliverables.

- 4.3 Where the Supplier has provided prescribed pre-work, the Customer will complete this on readiness for the course.
- 4.4 The Customer shall not make use of the Deliverables or any part thereof for any purpose which may reasonably be considered to be in competition with the Supplier's business, including, but not limited to, providing training relating to the services provided other than to Users, developing any training platform to deliver training relating to the services provided or providing the whole or any part of the Deliverables to any other person engaged in any activity which may reasonably be considered to be in competition with the Supplier.
- 4.5 The Customer shall not:
- (a) Provide access to any other User without the Supplier's prior written consent; or
 - (b) register more than one email domain and suffix without the Supplier's prior written consent, for which an Additional Charge may be payable.
- 4.6 The Customer warrants that it shall at all times:
- (a) not provide User Authentication Emails to anyone else;
 - (b) keep confidential any username and password assigned to them and be responsible for protecting and securing said usernames and passwords;
 - (c) maintain accurate and up-to-date records;
 - (d) prevent, so far as is reasonably possible, any unauthorised or improper use of the Deliverables, including any use which is contrary to this Condition 4 of this Section I; and
 - (e) notify the Supplier promptly of any actual or anticipated unauthorised or improper use of the Deliverables, including but not limited to use contrary to this Condition 4 of this Section I or the Customer being or becoming affiliated with a competitor of the Supplier,

5. PERSONNEL

The Supplier shall use reasonable endeavours to use the Named Individuals (if any) in the performance of the Deliverables. In the event a Named Individual is absent, the Supplier shall procure a replacement individual who shall be no less qualified to perform the relevant role than the person being replaced.

6. PAYMENT

Payment for each course is due in full at the time of booking. Payment may be made electronically on-line through the CIPS website, or via Purchase Order sent electronically to the CIPS administration team.

7. CANCELLATION

Cancellations must be notified by email to the CIPS administration team.

If the Customer cancels a booked training course more than 8 weeks prior to delivery, then the option of no charge, full refund, or nomination of a replacement attendee will apply as appropriate.

If the Customer cancels a booked training course within 8 weeks of delivery, no refund will be given. The Customer may nominate a replacement attendee, without additional charge, up to 3 full working days before delivery. Within 3 working days of delivery, no further changes can be made.