

CLOUD SKILLS TERMS AND CONDITIONS (“CONDITIONS”)

1. DEFINITIONS

1.1 In these Conditions, unless the context otherwise requires:-

“Fees”	means the fee set out in the Order Form payable for Services;
“Contract”	means these terms & conditions and each Order Form completed by You for provision of Services;
“Intellectual Property Rights”	means any copyright, database right, know how, confidential information or other industrial or intellectual property right subsisting anywhere in the world and in any application for any of the above;
“Materials”	means any documents, training materials, manuals, guidance or other documentation in whatever medium supplied by Us as part of the Services;
“Order Form”	means the order form (online or paper) to be completed by You when booking the Training Course;
“Services”	means any training course, consultancy and/or customisation services;
“Statement of Work”	means the document which sets out the consultancy and/or customisation services;
“Training Course Date”	means the date on which the Training Course will commence;
“Training Course”	means any training course;
“We/Us/Our”	means Cloud Skills Limited, a company incorporated in England and Wales (Company Number 06922114) having its registered office at Atrium Court, The Ring, Bracknell, Berkshire RG12 1BW;
“You/Your/Yours”	means the person or company who submits an order for Services.

2. BASIS OF CONTRACT

2.1 These Conditions together with the Order Form and Statement of Work shall form the Contract between You and Us in relation to the provision of Services to the exclusion of any other terms and conditions.

2.2 No oral warranties or representations shall bind Us.

3. ORDERS AND CONTRACTS

3.1 We shall have the right to refuse to accept any orders placed by You for Services.

3.2 You shall be responsible for the accuracy of completing the Order Form and for giving Us any information necessary to enable Us to perform Our obligations under the Contract.

3.3 The Contract between Us and You shall come into effect when We accept Your order. No order shall be deemed accepted by Us until confirmed in writing by Us.

4. SERVICES

4.1 In consideration of payment of the Fees, We will provide the Services to You.

4.2 We will use Our reasonable endeavours to provide the Training Course on the dates set out in the Order Form or as otherwise agreed with You but all dates are only estimated and not guaranteed.

4.3 We will use Our reasonable endeavours to provide the Services on the dates set out in the Statement of Work but time is not of the essence and all dates are only estimated and not guaranteed.

4.4 You will allow Us access to sufficient and adequate facilities, equipment, power supplies, computers and systems to allow Us to provide the Services in accordance with the Contract.

4.5 You will take all reasonable steps to provide a safe working environment and ensure Our health and safety whilst We are at Your Premises.

5. FEES AND PAYMENT

5.1 In consideration of provision of the Services, You will pay Our Fees.

5.2 Unless credit terms have been agreed with Us, You will pay Our Fees under this Contract prior to the performance of the Services. Time for payment is of the essence.

5.3 The Fees are exclusive of VAT which shall be paid by You in addition.

5.4 If You do not pay any Fees when due We reserve the right (without prejudice to any other remedies We may have) to suspend the provision of any Services.

5.5 You will pay all Fees due to Us under this Contract without any set-off, deduction, counterclaim and/or other withholding of monies.

5.6 Payment of Fees shall not be deemed to be made until We have received cleared funds in respect of the full amount outstanding.

6. CANCELLATION

6.1 We have the right to cancel or reschedule the provision of any Training Course and will endeavour to provide reasonable notice of the cancellation or change, except in an emergency or where the cancellation or change arises as a result of a event of Force Majeure.

6.2 In the event of cancellation by Us of any part or all of the Training Course, We will endeavour to reschedule the provision of the Training Course. You will not be entitled to a refund of the Fees for any Training Course cancelled by Us provided that We reschedule the Training Course to another suitable date.

6.3 You may cancel or reschedule the provision of any Training Course by giving Us at least 14 days’ written notice prior to the Training Course Date. If You cancel any Training Course, in accordance with this clause 7.3 We will refund You the Fees relating to the cancelled Training Course.

6.4 If You cancel the provision of any Training Course with less than 14 days written notice prior to the Training Course Date then all Fees already paid by You to Us shall be forfeited and those Fees which were due but unpaid at the date of cancellation shall remain due and payable by You.

6.5 If you reschedule the provision of any Training Course with less than 14 days and more than 7 days written notice prior to the Training Course Date, You will be required to pay an additional rescheduling charge of 50% of the Fees for the relevant Training Course.

6.6 If You reschedule the provision of any Training Course with less than 7 days written notice prior to the Training Course Date You will be required to pay an additional rescheduling charge of 100% of the Fees for the relevant Training Course.

6.7 You may not reschedule any Training Course more than 6 months after the date of the Order Form.

7. CONFIDENTIALITY

7.1 Each party shall hold the other party’s Confidential Information in confidence. “Confidential

Information" includes without limitation, the terms of the Contract and any Materials or other documentation identified by a party as proprietary and/or confidential and/or which a party ought reasonably to realise is of a confidential nature.

7.2 The above confidentiality obligations shall remain in full force and effect after termination of the Contract for any reason.

8. NON-SOLICITATION OF STAFF

8.1 You will not without Our prior written consent at any time during the term of the Contract or for the period of one year after its termination, solicit or entice away from Us or employ to attempt to employ any person who is, or has been, engaged as Our employee or sub-contractor in the provision of the Training Course.

9. DATA PROTECTION

9.1 You warrant to Us that You have complied with all provisions of the Data Protection Act 1998 ("the Act") relevant to the passing of any Personal Data to Us, including without limitation, that You have obtained all necessary consents from relevant individuals whose Personal Data You may disclose to Us from time to time.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in any Materials belongs to Us. We grant a non-exclusive royalty free perpetual licence to You and any Training Course delegates to use the Materials for internal business purposes for Your Training Course delegates only. You are prohibited and shall procure that Training Course delegates are prohibited from copying, amending, and/or modifying any part or all of the Materials without Our express written consent.

11. LIMITATION OF LIABILITY

11.1 You agree that Our sole liability to You for a breach of this Contract any implied warranties are limited to re-delivering the Services to You at Our expense.

11.2 We shall have no liability to You in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any loss of profits; loss of data; loss of business; loss of anticipated savings; special damages; economic and/or other similar losses; loss of contracts and/or opportunity; damage to goodwill and/or reputation; in each case whether direct, indirect or consequential (howsoever caused) which arise out of or in connection with the Contract.

11.3 Our total aggregate liability to You under the Contract, unless otherwise excluded, shall not exceed 120% of the Fees paid by You to Us in respect of the Services giving rise to the liability.

12. FORCE MAJEURE

12.1 We reserve the right to defer or cancel the provision of the Services or to cancel this Contract (without liability to You) if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or internet failure, power failure, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 30 days, You shall be entitled to give immediate notice in writing to Us to terminate the Contract.

13. GENERAL

13.1 Severability: If any of the provisions of these Conditions is judged to be illegal or unenforceable,

the continuation in full force and effect of the remainder of them will not be prejudiced.

13.2 Waiver: No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

13.3 Rights of Third Parties: The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.4 Assignment: You shall not assign Your rights and/or obligations under this Contract without Our prior written consent. We shall be permitted to subcontract part or all of the Training Course and/or assign Our rights and/or obligations under this Contract.

13.5 Notices: Any notice given under this Contract by either party to the other must be in writing and may be delivered personally or by first-class post, and in the case of post will be deemed to have been given two working days after the date of posting. Notices will be delivered or sent to the addresses of the parties on the Order Form or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Contract.

13.6 Governing Law and Jurisdiction: This Contract is governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.