

## **SCOTLAND EXCEL**

### **PUBLIC SECTOR PROCUREMENT TRAINING (2014/2015)**

#### **General Terms & Conditions for Training Provision**

This document (together with the documents referred to in it) sets out the terms and conditions on which Scotland Excel supply training courses and events ("**Courses**").

Please read these terms and conditions carefully before booking any Courses.

Public sector organisations ("**Customers**") should understand that by booking any Courses, they agree to be bound by these terms and conditions.

Customers should print a copy of these terms and conditions for future reference.

#### **1. Booking Courses or Events**

Bookings for Courses can be made via the Scotland Excel website (<http://www.scotland-excel.org.uk>)

Or by e-mail via "Enhancing Procurement Capabilities" brochure ("**Brochure**").

Courses set out within the Brochure that specifies delivery dates are deemed to be open courses that can be attended by any Customer delegate ("**Open**"). Open courses can also be delivered in-house at a Customer location ("**Closed**").

For online bookings, please follow the step-by-step instructions on our website.

Telephone enquiries can be made as per the contact details in the Brochure however telephone Course bookings are not accepted.

#### **2. Description and pricing of Courses**

Course content outlines are set out in the Brochure. It is the responsibility of Customers to ensure that delegates nominated for Courses are aware of the content and the suitability of the Course they are nominated for.

Open Course delegate prices are fixed for the dates stated and are not subject to negotiation. Scotland Excel reserves the right to change prices listed in the Brochure without notice. Scotland Excel will quote prices for Closed Courses which must be accepted by the Customer before course delivery can proceed.

Delegate prices quoted for Open Courses include for trainer fees, expenses, venues, administration, materials and lunch.

Prices quoted for Closed Courses include for trainer fees, expenses, administration and materials. Customers will be responsible for venue and lunch for Closed Courses.

Scotland Excel reserves the right to refuse to supply training to any public sector organisation that is not within the remit of its service delivery.

### **3. Provisional bookings**

When booking a Course online or by e-mail, Scotland Excel will endeavour to acknowledge the booking request by e-mail within 2 (two) working days from when the request is received.

When Provisional Bookings are confirmed by Purchase Order or by e-mail or by the issue of Joining Instructions a binding contract will have been entered into between Scotland Excel and the Customer.

### **4. How to Pay**

If Customers are making a booking online, they can pay by credit or debit card or by purchase order. Scotland Excel handles debit card transactions in a secure environment. American Express, Visa, Master-card and Maestro are accepted.

If paying by purchase order, the invoice will be issued by Renfrewshire Council, Scotland Excel's host local authority. Payment must be made within 30 days from the date of the invoice.

Payment can be made in the following ways:

- Direct bank transfer to Scotland Renfrewshire Council's bank account, details of which can be obtained on request
- Cheque by post made payable to "Renfrewshire Council"
- Bankers' draft by post made payable to "Renfrewshire Council"

Payments must be made in UK pounds sterling.

### **5. VAT & Card Charges**

Prices in the Brochure quoted are exclusive of VAT, which will be shown separately on the invoice issued by Renfrewshire Council.

Invoices will be issued by Renfrewshire Council following Course delivery.

### **6. Joining Instructions**

Joining instructions including venue details and start times will be sent out by email to Course delegates at least 5 (five) working days before the event.

Nominated delegates however must not attend any Course until they have received Joining instructions from Scotland Excel. Scotland Excel does will not accept any liability for reimbursement of any costs incurred whatsoever in this regard.

### **7. Bespoke Training**

Open and Closed Courses are delivered against the Course outlines set out in the Brochure.

Where bespoke training is required for Closed Courses or where the Closed Course requires significant customisation or contextualisation a design fee may be payable depending on the extent of bespoke delivery, customisation or contextualisation required.

## **8. Cancellation of Courses by Scotland Excel**

Scotland Excel reserves the right to cancel any Course at any time, in which case alternative dates will be offered, or a full refund given if payment has been made, or a credit provided towards another Course set out in the Brochure.

Any travel or accommodation costs incurred as a result of a cancelled Course are entirely the Customer's responsibility. Scotland Excel recommends that delegates do not make travel or accommodation arrangements until Joining Instructions for Courses have been issued.

Scotland Excel does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its training Courses.

## **9. Cancellations by Customers**

Cancellations by Customers may be given over the phone but must be confirmed by e-mail. There is no charge for cancellations received more than 10 (ten) working days before the start of a Course.

For cancellations by Customers received less than 10 working days before the start of the course or once the course has started, there is no fee refund and a delegate charge will apply.

Substitutions can be made at any time before the start of the course.

## **10. Refunds**

If Customers wish to exercise their rights to cancel your booking, Scotland Excel will process refund fees in accordance with clause 9.

If payment for the Course has been made in advance by debit card, any valid refund will be made back to the same card. If payment for the Course was made in advance by another method, such as cheque, a refund will be made by direct bank transfer to a bank account that you elect.

## **11. Transfers**

In the event that a delegate wishes to transfer his/her booking to another Course, Scotland Excel will endeavour to accommodate the request subject to availability of places.

For transfer requests made 10 (ten) working days or less prior to the Course date, no refund can be made if a suitable Transfer cannot be implemented.

## **12. Substitution**

Delegate substitution may be made at any time up to the Course date, provided notice is given to Scotland Excel prior to the substitute attending the course.

## **13. Specific needs**

Scotland Excel aims to ensure that its events are accessible to all delegates.

If delegates have any specific needs, please advise Scotland Excel at the earliest possible time and a Scotland Excel representative will contact you to discuss your requirements.

#### **14. Venues**

Venues are sourced and visited by Scotland Excel to ensure that standards are met. Venues for Open Courses are normally held in Edinburgh, Glasgow, Inverness, Perth and Paisley at venues with good conference, training and IT facilities.

It will be the responsibility of Customers to ensure that venues for Closed Courses are suitability equipped, are accessible and have available on-site IT support for trainers and training delivery.

#### **15. Copyright**

All materials provided for Courses including graphics, code, text products, software, audio and design are owned by either Scotland Excel or Scotland Excel's third party Course providers.

No content in whole or in part of any Course materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of Scotland Excel.

Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of Scotland Excel or Scotland Excel's third party Course providers.

#### **16. Data Protection Statement**

Scotland Excel is registered under the provisions of the UK Data Protection Act 1998 and keeps any personal data concerning you in confidence.

However with reference to the Act, Scotland Excel may use information on delegate bookings for planning future training programmes.

#### **17. Governing law**

These terms and conditions shall be governed by and construed in accordance with the Scots Law and you irrevocably submit to the exclusive jurisdiction of the Scottish Courts.