

Training and Services Terms and Conditions

Last updated: June 2024

Important: You should read all these terms to check that you agree to them before making any booking. By making a booking, you agree to the terms set out below.

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply to the Contract:

"Affiliate"	means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where "control" is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues;
"Confidential Information"	all information (of whatever nature) disclosed by one party to the other, which (i) is indicated to be confidential, or (ii) derives value to a party from being confidential, or (iii) would be regarded as confidential by a reasonable businessperson;
"Contract"	the Contract between us and you made under these terms including Appendix A, the Software Licence Agreement, the Proposal and any documentation annexed to the Proposal (as the case may be);
"Customer Data"	shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Services, which may include data relating to your customers and/or employees.
"Data Processor"	a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
"Data Protection Addendum"	means the data protection addendum available at https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/ as may be amended from time to time which, together with this Agreement, comprise the Agreement and form your instructions to us as Data Processor
"Data Protection Laws"	means all applicable UK and EU laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 and member state laws, the UKGDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;
"Deliverables"	all documents and materials developed by us in the provision of the Services, including computer code, data, reports and specifications but excluding the Software and any Third Party Software;
"Fees"	those fees payable by you to us as set out in the Proposal and payable in accordance with clause 4;
"GDPR"	means the UK and EU General Data Protection Regulation as applicable;
"Intellectual Property Rights"	all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights of a similar nature (whether registered or unregistered) anywhere in the world;
"On-site"	means Services are to be performed at your physical location
"Personal Data"	means any information relating to an identified or identifiable natural person (" Data Subject "); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
"Privacy Notice"	means our privacy notice posted on www.sage.com (or such other URL as we may notify to you) and which may be amended by Sage from time to time.

<p>“Processing”</p>	<p>means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly.</p>
<p>“Proposal”</p>	<p>the proposal, order form or statement of work supplied to you by us or annexed to these terms detailing information relevant to this Contract;</p>
<p>“Remote”</p>	<p>means Services are to be performed outside of your physical location</p>
<p>“Services”</p>	<p>the services to be performed for you as set out in the Proposal or such additional services that we agree (in writing) to perform for you under this Contract from time to time;</p>
<p>“Software”</p>	<p>our business software to be supplied pursuant to the Contract as set out in the Proposal (or as otherwise agreed to be supplied by us pursuant to this Contract);</p>
<p>“Software Licence Agreement”</p>	<p>our standard software licence agreement for the Software (which shall also apply to any modifications or enhancements to the Software made pursuant to the Contract);</p>
<p>“Third-Party Software”</p>	<p>any third-party software to be supplied by us pursuant to this Contract as set out in the Proposal (or as otherwise agreed to be supplied by us pursuant to the Contract).</p>
<p>“us, we or our”</p>	<p>Sage (UK) Limited a company incorporated and registered in England and Wales under company number 1045967 whose registered office is at C23 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle upon Tyne NE28 9EJ if you purchased your licence to use the Software in the United Kingdom or Sage Hibernia Limited trading as Sage Ireland a company incorporated and registered in the Republic of Ireland under company number 300549 whose registered office is at Unit 3096, Lake Drive, Citywest Business Park, Dublin 24 if you purchased your licence to use the Software in the Republic of Ireland; and</p>
<p>“you or your”</p>	<p>the individual, partnership, company or other organisation named in the Proposal.</p>

- 1.2 Unless the context otherwise requires, references to statutory provisions include those statutory provisions as amended or re-enacted.
- 1.3 Words in the singular include the plural and, in the plural, include the singular.
- 1.4 In the case of conflict or ambiguity between these Terms, the Software Licence Agreement, the Proposal, or any documentation annexed to the Proposal, these Terms shall take precedence followed by the Software Licence Agreement, the Proposal, then any documentation annexed to the Proposal.

2. Application of Terms

- 2.1 These terms shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions proposed by you or implied by law, custom, practice or course of dealing.

3. Services

- 3.1 Subject to you paying the Fees and complying with your obligations under the Contract, we will provide the Services.
- 3.2 You acknowledge that the provision of the Services is subject to any limitations or customer requirements contained in the Proposal (for example any system or other equipment specifications).
- 3.3 You will fully cooperate with us and make available to us without charge any reasonable information or facilities requested by us to enable us to discharge our obligations under this Contract.
- 3.4 You confirm that you will comply with all relevant laws and that you have and will maintain all necessary permissions and licences to enable us to properly perform the Services for you.
- 3.5 Any unused Services purchased within a relevant Proposal cannot be used after the date of expiry or termination of the Proposal, nor will Sage issue credit notes or refunds for unused Services.

4. Fees and Expenses

- 4.1 We will invoice you for the Fees immediately and this will show on your next monthly invoice following your order unless otherwise agreed between the parties in writing and you will pay the Fees to us on the specific date the direct debit is due to be retrieved.
- 4.2 Where specified in the Proposal, you will pay our reasonable out of pocket expenses including but not limited to travel, accommodation, subsistence, and other related expenses incurred by our personnel in performing the Services elsewhere than at our premises, which you will pay at the time specified in the Proposal or if not so specified, monthly in arrears.
- 4.3 If we are prevented or otherwise delayed in performing the Services as a result of your (or your contractors' or representatives') acts or omission, you agree to pay to us any costs and other reasonable expenses that we incur as a result of such act or omission.
- 4.4 You will make all payments due under this Contract in full without any deduction or set off.
- 4.5 All sums payable under the Contract are exclusive of VAT (or other applicable sales tax), for which you will also be responsible.
- 4.6 Without prejudice to clause 4.7 below, if you fail to pay any amount due under this Contract by the appropriate due date, we may charge you interest on any overdue amount at an annual rate equal to over four percent (4%) above the then current base lending rate of The Bank of England (or The Bank of Ireland if you purchased your licence to use the Software in the Republic of Ireland), commencing on the due date and continuing until fully paid, whether before or after judgment.
- 4.7 In addition to charging interest, we reserve the right to immediately suspend the provision of the Services where you fail to pay any amount due under this Contract by the appropriate due date until such time as you make such payment.

5. Warranties and Limitation of Liability

- 5.1 We warrant that we will perform the Services with reasonable skill and care.
- 5.2 If we breach the warranty given under clause 5.1 above, we will, at our own cost, provide replacement Services to remedy the breach within a reasonable time of you notifying us of the breach.
- 5.3 Except for the express warranty given under clause 5.1, all other warranties are excluded to the fullest extent permitted by law, including, without limitation, the implied conditions, warranties, or other terms as to satisfactory quality or fitness for purpose. Your attention is drawn specifically to the following provisions.
- 5.4 We will have no liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories:
 - 5.4.1 special damage even though we were aware of the circumstances in which such special damage could arise; or
 - 5.4.2 loss of profit and/or anticipated profit; or
 - 5.4.3 loss of revenue, contract and/or business; or
 - 5.4.4 loss of savings and/or anticipated savings; or
 - 5.4.5 business interruption; or
 - 5.4.6 depletion of goodwill and/or similar losses; or
 - 5.4.7 loss or corruption of data; or
 - 5.4.8 pure economic loss, costs, damages, charges or expenses.
- 5.5 Our total liability, whether in contract, tort (including negligence) or otherwise in connection with the Services, shall in no circumstances exceed one hundred and twenty-five percent (125%) of any Fees paid by you to us for those Services where such liability arose.
- 5.6 The exclusions in clause 5.4 shall apply to the fullest extent permissible at law, but we do not exclude liability for death or personal injury caused by our negligence or our officers, employees, contractors or agents' fraudulent misrepresentation or any other liability which may not be excluded by law.
- 5.7 You acknowledge that in providing these terms we advise you that you should explore the availability of insurance for any liability which we exclude or limit under this Contract.

6. Intellectual Property Rights and Ownership

- 6.1 All Intellectual Property Rights in the Deliverables shall belong to us absolutely. We hereby grant to you a non-exclusive, revocable licence to use the Deliverables to the extent necessary to enjoy the benefit of the Services as envisaged by this Contract and as detailed in the Proposal. Such licence shall be for the duration of the rights granted under the applicable Software Licence Agreement.
- 6.2 The Software and all Intellectual Property Rights comprised in the Software belong to us absolutely (or the appropriate third-party owner(s)) and you acquire no rights in or to the Software other than the express right to use it in accordance with the terms of this Contract.
- 6.3 Where we supply any Software or Third-Party Software pursuant to this Contract use of such Software or Third-Party Software shall be subject to the terms of our (or the third-party's as the case may be) Software Licence Agreement and any associated support and maintenance agreement.

7. Commencement and Termination

- 7.1 The Contract shall commence on the date set out in the Proposal or such other date, as the parties shall agree in writing.
- 7.2 Subject to clause 7.3 below, the Contract will terminate upon completion of the delivery of the Services or as otherwise indicated in the Proposal.
- 7.3 We may terminate the Contract at any time on written notice to you if you:
- 7.3.1 fail to pay any Fees by the due date;
 - 7.3.2 are in material breach of any of the terms of this Contract and either that breach is incapable of remedy, or you fail to remedy that breach within thirty (30) days after receiving written notice requiring you to remedy that breach; or
 - 7.3.3 are unable to pay your debts, or become insolvent, or are subject to an order or a resolution for your liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or have an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of your assets, or enter into or proposes any composition or arrangement with your creditors generally, or are subject to any analogous event or proceeding in any applicable jurisdiction;
 - 7.3.4 sell all your assets or are merged or re-organised in circumstances where you are not the surviving entity.
- 7.4 Termination by us in accordance with our rights under clause 7.3 is without prejudice to any other of our rights or remedies accrued prior to termination.
- 7.5 On termination pursuant to clause 7.3
- 7.5.1 all rights granted to you under the Contract and the licence granted pursuant to clause 6 shall immediately cease;
 - 7.5.2 you will immediately destroy or return to us (at our option) all copies of the Software and any Deliverables in your possession or control and, in the case of destruction, certify to us that you have done so.
- 7.6 On termination for any reason (including pursuant to clause 7.3) you will immediately pay any sums due to us under the Contract

8. Cancellation and Rescheduling Charges

- 8.1 Unless otherwise advised by us to you in writing, if you wish to cancel delivery of the Services (or any part of them), you must inform us via email at ukisageuniversity@sage.com
- 8.2 The following charges will apply to any On-site cancellations:
- 8.2.1 if notification is received fourteen (14) days or more in advance of the scheduled commencement date of the Services, one hundred percent (100%) of the Fees will be refunded or credited where an invoice is outstanding; and
 - 8.2.2 in respect of notifications of cancellation received less than fourteen (14) days in advance of the scheduled commencement date of the Services, there can be no refund of the Fees and any outstanding invoice will remain due and payable in accordance with clause 4.1
- 8.3 The following charges will apply to any Remote cancellations:
- 8.3.1 if notification is received three (3) working day or more in advance of the scheduled commencement date of the Services, one hundred percent (100%) of the Fees will be refunded or credited where an invoice is outstanding; and
 - 8.3.2 in respect of notifications of cancellation received less than three (3) working days in advance of the scheduled commencement date of the Services, there can be no refund of the Fees and any outstanding invoice will remain due and payable in accordance with clause 4.1.
- 8.4 If you wish to reschedule the Services (or any part of them), you must inform us via email at ukisageuniversity@sage.com
- 8.5 The following charges (unless otherwise advised by us to you in writing) will apply to any On-site rescheduled services:
- 8.5.1 for requests received twenty-eight (28) days or more in advance of the scheduled date of the Services, there is no rescheduling charge; or
 - 8.5.2 for requests given between fourteen (14) and twenty-seven (27) days inclusive before the scheduled date of Service, a charge of one hundred and fifty pounds (£150) per course (plus VAT) (if you purchased your licence to use the Software in the United Kingdom) or one hundred and seventy five euros (€175) (plus VAT) per course (if you purchased your licence to use the Software in the Republic of Ireland) will be charged to reschedule.
 - 8.5.3 you cannot reschedule the Services on less than fourteen (14) days' notice and any such request will be treated as a cancellation for which there can be no refund of the Fees in accordance with 8.2.2
- 8.6 The following charges (unless otherwise advised by us to you in writing) will apply to any Remote rescheduled services:
- 8.6.1 for requests received three (3) day or more in advance of the scheduled date of the Services, there is no rescheduled charge; or
 - 8.6.2 you cannot reschedule the Services on less than three (3) days' notice and any such request will be treated as a cancellation for which there can be no refund of the Fees in according with 8.3.2.
- 8.7 In the event of non-attendance by you where payment has been received, there shall be no refund and in the event of non-attendance where the Fees have not been received, the Fees will remain due and payable.
- 8.8 We will process any refunds of Fees payable by us to you as soon as possible following the date of cancellation via electronic payment to the bank account details you supply to us or via another payment method we specify from time to time.
- 8.9 If we wish to cancel or postpone the delivery of any part of the Services, we will endeavour to provide you with seven (7) days written notice. Where it is not possible to reschedule the delivery of the Services, we will refund or credit you any Fees paid in respect of any cancelled Services (but not for any Services performed to date).

9. Data Protection

9.1 Each party will abide by the terms of the Data Protection Addendum.

9.2 By accepting this Agreement, you are giving us your informed consent to use Customer Data in accordance with our Data Protection Addendum and Privacy Notice.

10. Confidentiality

10.1 Subject to the following, each party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Contract.

10.2 Each party may disclose Confidential Information to its employees, officers, professional representatives or advisers, sub-contractors, and agents, provided that they:

10.2.1 need to know it for the purpose of exercising or performing that party's rights and obligations under this Contract;

10.2.2 have been informed of the confidential nature of the Confidential Information divulged; and

10.2.3 agree to act in compliance with the confidentiality requirements of this Contract.

10.3 The provisions of clause 10 shall not apply to information which is already public knowledge or becomes so at a future date (other than by breach of the Contract) or which either party is required to disclose by law.

10.4 Subject to the other terms of this Contract, this clause 10 shall remain in full force and effect notwithstanding termination of the Contract for any reason.

11. General

11.1 If any provision of this Contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

11.2 You have no right to assign or to otherwise transfer the Contract or any of your rights or obligations under this Contract without our prior written consent. We may assign or otherwise transfer this Contract or any of our rights or obligations under this Contract at any time.

11.3 No party shall be liable to the other for any delay or non-performance of its obligations under the Contract arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

11.4 Any amendment or variation to the Contract or the Services shall not be binding unless agreed between the parties in writing.

11.5 Any notice required to be given under this Contract, shall be in writing and shall be sent by pre-paid first-class post or email, to each party required to receive the notice at the address for that party contained in the Proposal or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if sent by: (a) pre-paid first-class post or recorded delivery, seventy-two (72) hours after posting; or (b) email on actual receipt by the recipient party.

11.6 These terms, the Proposal and any other documents annexed as appendices to the Proposal contain the entire agreement between the parties relating to the provision of the Services and supersede all prior contracts, arrangements and understandings between the parties relating to the Services and you agree that, in entering into the Contract, you did not rely on any representations of any kind relating to the Services other than those expressly set out in the Contract.

11.7 A person who is not a party to this Contract shall not have any rights under or in connection with it.

11.8 If you purchased your licence to use the Software in the United Kingdom, then this Contract is governed by the laws of England and you, and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Contract. If you purchased your licence to use the Software in the Republic of Ireland, then this Contract is governed by the laws of the Republic of Ireland and you, and we both agree that the courts of the Republic of Ireland will be the only courts that can decide on legal disputes or claims about this Contract.