

Sage Payroll Virtual Training terms & conditions



Last updated: March 2016

Important: You should read all of 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.

These Terms apply to all contracts for the provision of Virtual Training (defined below) by us to the exclusion of any other Terms specified by you or any of our previous terms.

These Terms are made between Sage (UK) Limited (a company registered in England under company number 01045967, VAT number GB555909605) whose registered office is at North Park, Newcastle upon Tyne NE13 9AA, United Kingdom ("**Sage**", "**we**" "**our**" or "**us**") and you, the person or organisation which purchases a place for a Delegate to attend Virtual Training ("**you**" or "**your**"). A reference to a "**party**" in these Terms means either of you or us depending on the context and "**parties**" means you and us together.

1 What certain words used in these Terms mean

1.1 For the purpose of these Terms, the following words or expressions have the following meanings:

- 1.1.1 "**Booking**" means your request to reserve a place for your Delegate to attend Virtual Training;
- 1.1.2 "**Cancellation Charges**" means the charges payable by you in the event you cancel your Booking in accordance with paragraph 5;
- 1.1.3 "**Charges**" means the Cancellation Charges and the Rescheduling Charges, where applicable;
- 1.1.4 "**Confirmation**" means our confirmation of your Booking which concludes the legal contract between you and us;
- 1.1.5 "**Delegate**" means an individual that you have registered to attend Virtual Training pursuant to your Booking;
- 1.1.6 "**Fees**" means the fees payable by you for the provision of Virtual Training by us to your Delegate;
- 1.1.7 "**Materials**" means any material (whether in written or electronic form) which we present and/or make available and/or send to the Specified Email Address for your Delegate to use in connection with the Virtual Training;
- 1.1.8 "**Rescheduling Charges**" means the charges payable by you in the event you reschedule your Booking in accordance with paragraph 5;
- 1.1.9 "**Specified Email Address**" means your Delegate's email address that you provide to us when placing your Booking;
- 1.1.10 "**Training Date**" means the date that your Delegate shall be permitted to attend the Virtual Training; and
- 1.1.11 "**Virtual Training**" means the WebEx virtual training that we offer as described in our relevant marketing materials, including on our websites and in any conversations with our sales staff.

1.2 Words in the singular include the plural and vice versa. The headings of paragraphs in these Terms are for convenience only and will not affect the interpretation.

2 Provision of Virtual Training

2.1 In consideration of your payment of the applicable Fees (and relevant Charges, where applicable), and subject to the other provisions of these Terms, we will make the Virtual Training available to your Delegate as advertised to you.

2.2 Full details of the Virtual Training, including without limitation, WebEx joining details, Training Date, and time that the Virtual Training will commence, will be set out in the Confirmation which we shall send to the Specified Email Address or such other email address as you may notify to us when making your Booking.

- 2.3 Within 48 hours of the Training Date we will send to the Specified Email Address one set of password protected Materials and, in a separate email, the relevant password.
- 2.4 You will ensure that the Delegate complies with any of our instructions and notices given in relation to the Virtual Training.
- 2.5 We may make changes to the Virtual Training which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Virtual Training.
- 2.6 We may, due to reasons beyond our control, have to make changes to the Virtual Training from time to time. We will, if practicable, notify you in advance of any material changes but cannot guarantee to do so.

3 Fees and payment

- 3.1 We will invoice you for and you will pay the applicable Fees and Charges. The Fees and Charges shall be payable by you within 30 days of receipt of our invoice by one of the approved payment methods we accept from time to time.
- 3.2 We reserve the right to charge interest on any invoices which remain unpaid beyond the due date at the rate of 4% per annum over Lloyds Bank TSB plc base rate from time to time from the due date until the date of payment in full.
- 3.3 All Fees and Charges are calculated in English pounds sterling.
- 3.4 Any Fees quoted in marketing materials, including on our website and in any conversations with our staff, are subject to our confirmation in writing.
- 3.5 All Fees and Charges are exclusive of VAT, which will be chargeable and payable by you at the rate fixed by legislation at the date of supply.

4 Right to cancel or reschedule

- 4.1 Subject to paragraph 4.3 and your payment of the applicable Cancellation Charges or Rescheduling Charges, you may cancel or reschedule your Booking at any time by calling us on Customer.training@sage.com or 0800 336633.
- 4.2 We may cancel your Booking and/or any Virtual Training at any time by notifying you by email or telephone to the Specified Email Address or the telephone number that you provided to us in your Booking (as applicable) if:
 - 4.2.1 you fail to pay the Fees and Charges on the due date; or
 - 4.2.2 we have insufficient places at the Virtual Training to accommodate your Booking or there is a lack of demand for the Virtual Training; or
 - 4.2.3 we decide to cancel the Virtual Training for any reason (including without limitation, reasons beyond our control).
- 4.3 We reserve the right to:
 - 4.3.1 reject a request from you to reschedule your Booking; and
 - 4.3.2 reschedule your Booking and/or any Virtual Training at any time by notifying you by email or telephone to the Specified Email Address or the telephone number that you provided to us in your Booking (as applicable) for any reason (including without limitation, reasons beyond our control, or due to lack of demand, or due to an oversubscription of places on the Training Date).

5 Cancellation and rescheduling charges

- 5.1 All Bookings for Virtual Training are submitted and/or accepted (as applicable) on the basis that the following charges will apply to any cancellations or rescheduling:
 - 5.1.1 if notification of cancellation is received from you by us 48 hours or more in advance of the Training Date, 100% of any Fees already paid by you to us will be refunded to you; and
 - 5.1.2 in respect of notifications of cancellation received less than 48 hours in advance of the Training Date, there will be no refund of any Fees already paid and any

outstanding Fees not yet paid will be due and payable by you in full in accordance with these Terms;

- 5.1.3 if a request to reschedule is received from you by us 48 hours or more in advance of the Training Date, and your request is accepted by us, there is no rescheduling charge but any Fees already paid and any outstanding Fees not yet paid will be due and payable by you in full in accordance with these Terms;
 - 5.1.4 if a request to reschedule is received from you by us 48 hours or more in advance of the Training Date, and your request is rejected by us, 100% of any Fees already paid by you to us will be refunded to you;
 - 5.1.5 if a request to reschedule is received from you by us less than 48 hours in advance of the Training Date, and your request is accepted by us, a rescheduling charge of £25 plus VAT will be payable, there will be no refund of any Fees already paid and any outstanding Fees not yet paid will be due and payable by you in full in accordance with these Terms;
 - 5.1.6 if a request to reschedule is received from you by us less than 48 hours in advance of the Training Date, and your request is rejected by us there will be no refund of any Fees already paid and any outstanding Fees not yet paid will be due and payable by you in full in accordance with these Terms; and
 - 5.1.7 if we cancel the Virtual Training pursuant to paragraph 4.2.2 then 100% of any Fees already paid by you to us will be refunded to you.
- 5.2 We will process any refunds of Fees payable by us to you pursuant to paragraph 5.1.1 as soon as possible following the date of cancellation via BACS payment to bank account details you supply to us or via another payment method we specify from time to time.
- 5.3 In the event of non-attendance of your Delegate at the Virtual Training where payment has already been received by us, there will be no refund. In the event of non-attendance of your Delegate at the Virtual Training where the relevant Fees and Charges have not yet been received by us, the Fees and Charges will remain due and payable by you in accordance with these Terms.

6 Our guarantees relating to the Virtual Training and Materials

- 6.1 We will use reasonable skill and care in providing the Virtual Training and any Materials. You agree that the Virtual Training and any Materials are informative in nature based on our understanding of the subject matter at the time and are not advisory or intended to be relied upon by you or your Delegate. You should, and should ensure your Delegate, independently verifies any information provided in the Virtual Training and/or any Materials before relying on it.
- 6.2 We do not guarantee:
- 6.2.1 that the Virtual Training and/or any Materials will meet your or your Delegate's individual needs;
 - 6.2.2 that there will be no interruptions in your or your Delegate's use of the Virtual Training and/or the Materials;
 - 6.2.3 that you or your Delegate will get particular results from the Virtual Training and/or any Materials; and/or
 - 6.2.4 the standard of the results you or your Delegate will get from using the Virtual Training and/or any Materials.
- 6.3 Except where paragraph 6.2 applies, these Terms describe all of our guarantees relating to the Virtual Training and any Materials. Unless these Terms state otherwise, we are not bound by any other contract Terms, warranties or any other type of promise relating to the Virtual Training and any Materials. If, by law, a particular term, warranty or other promise relating to the Virtual Training or Materials would automatically be included in these Terms, we will only be bound by that term, warranty or promise to the extent set by law.

7 Our liability

- 7.1 If you are not satisfied with a Virtual Training session or have any other problem with it, please contact us on Customer.training@sage.com or on 0800 336633.
- 7.2 Subject to paragraphs 7.3 and 7.4 below, our liability (including for negligence) under these Terms or in relation to any Virtual Training will be limited to paying you an amount equal to 125% of the value of the Fees you paid for the Virtual Training.
- 7.3 You are better placed to understand the risks to your business that may occur as a result of your use of the Virtual Training and any Materials. Accordingly, we will not be responsible for any of the following, even if we knew or ought to have known that there was a possibility you could experience the problem and howsoever caused and whether direct or indirect:
- 7.3.1 loss of profits, loss of business, loss of revenue, loss of contracts, loss of customers, loss of goodwill, wasted time or expenditure, or loss of estimated savings;
 - 7.3.2 any interruption to your business or loss of or damage to information; and/or
 - 7.3.3 loss or damage which we could not have reasonably known about at the time you entered into these Terms;
- and we recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.
- 7.4 Nothing in these Terms will prevent, limit or exclude a party's liability for fraud, death or personal injury to any person as a result of that party's negligence, or any legally binding promise, automatically given by law that cannot be excluded.
- 7.5 Your and our responsibilities under these Terms are reasonable because they reflect that:
- 7.5.1 we cannot control how, and for what purposes, you undertake the Virtual Training and/or use the Materials; and
 - 7.5.2 we have not developed the Virtual Training or the Materials specifically for you.

8 Ending these Terms

- 8.1 You may end these Terms at any time by writing to tell us. If you do this, we will not give you a refund of any Fees or Charges already paid and you must immediately pay all amounts you owe to us by the date these Terms end.
- 8.2 We may end these Terms by giving you written notice at any time if you fail to pay the Fees and Charges on the due date for payment.
- 8.3 These Terms will automatically and immediately end if you become bankrupt, insolvent or enter administration or liquidation (or something similar happens) or your business cannot pay its debts as they fall due or stops trading. In those circumstances, we will not give you a refund of any Fees and Charges already paid to us.
- 8.4 If you or we discover that the other has done something which is not allowed by these Terms, or has not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days of the date of the notice. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can end these Terms immediately by giving the other written notice.
- 8.5 Ending these Terms will not prejudice any paragraph which is expressed or by its nature implied to remain in effect after these Terms have been ended and will not prejudice any right of either party which has accrued on or before these Terms were ended.

9 Data protection

- 9.1 To the extent you provide us with any personal data (as defined in the Data Protection Act 1998) you acknowledge and agree to be bound by the terms of [our privacy policy](#).
- 9.2 We will use any information (including without limitation any personal data) you give to us under these Terms to:
- 9.2.1 manage, administer and fulfil your Booking and the Virtual Training;

- 9.2.2 meet our obligations under these Terms or any other agreement we have with anyone who provides licenses to us (our licensors), or our subcontractors;
 - 9.2.3 subject to paragraph 9.4 below, contact you and/or Delegates to see if you or they would like to take part in customer research and/or feedback;
 - 9.2.4 subject to paragraph 9.4 below, contact you and/or Delegates about other products and services which may be of interest to you or them; and
 - 9.2.5 otherwise in accordance with our privacy policy.
- 9.3 We may give information (including without limitation any personal data) to other companies in our group of companies, our licensors and contractors, and other organisations we work with. For example, we may give information to the following:
- 9.3.1 our Virtual Training providers;
 - 9.3.2 companies we use to help us send communications (such as Virtual Training invitations);
 - 9.3.3 research companies;
 - 9.3.4 event organisers; and
 - 9.3.5 The Sage Group plc (which owns us).
- 9.4 If at any time you or a Delegate does not want us to use information in the way described in paragraphs 9.2.3 (customer research) and 9.2.4 (other products and services) above, please contact us on Customer.training@sage.com or on 0800 336633.
- 9.5 You will ensure that (and you hereby promise to us that) Delegates are aware of and consent to our and third party use of their information (including without limitation their personal data) in accordance with these Terms.

10 Intellectual property

- 10.1 Unless otherwise stated, the property and any copyright or other intellectual property rights in the Virtual Training and any Material will belong to us.
- 10.2 Except as permitted by law, you will not be entitled to re-use or reproduce Material without our prior written consent. You are not permitted to make recordings of our Virtual Training without our consent. No part of the Materials may be reproduced in any form without our prior written consent.
- 10.3 You warrant that you will not share or distribute the Materials with any third party.

11 General

- 11.1 If any clause, part or provision of these Terms is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision will to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions will remain in full force and effect and in no way be affected, impaired or invalidated except, where the effect is that the fundamental nature of these Terms is frustrated.
- 11.2 These Terms may only be amended by written agreement between the parties, such amendment to be signed by duly authorised representatives of both parties.
- 11.3 It is important to us to have a direct relationship with you so you will not transfer these Terms to anyone else. We may transfer these Terms to another organisation in the same group of companies of which we are a member. We will be entitled to subcontract any of our obligations under these Terms provided that we will not be relieved of such obligations.
- 11.4 All notices required to be given under these Terms will be in writing and given by hand, or sent by pre-paid first class post or by facsimile confirmed by letter, addressed to us at our registered office and to you at the address provided to us when you made your Booking, or at such other address as the appropriate party may from time to time designate and will be deemed to have been delivered, if by letter, forty eight (48) hours after posting, if by facsimile upon transmission and if by hand, upon receipt.

- 11.5 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce it.
- 11.6 These Terms, our privacy policy, and the Confirmation constitute the entire agreement between you and us relating to the Virtual Training and supersede any previous agreements, understandings or communications between us in relation to the Virtual Training. You and we each acknowledge that in entering into these Terms, you and we have not relied on, and will have no right or remedy in respect of, any statement or assurance (whether made negligently or innocently) other than as expressly set out in these Terms. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms. Nothing in this paragraph will limit or exclude any liability for fraud.
- 11.7 These Terms and any dispute arising out of them (including non-contractual disputes or claims) will be governed by English law and each party submits to the exclusive jurisdiction of the English courts.