



Ministry
of Defence



UKNCB Terms and Conditions for Training Courses

Important Notice: Please read carefully before proceeding to purchase a Training Course.

1. Definitions and Interpretation

In these Terms and Conditions, the following definitions and rules of Interpretation shall apply.

1.1 Definitions

Contract – the agreement between the Supplier and Customer for the supply of the Services in accordance with these Terms and Conditions.

Customer – the person or firm who purchases Services from the Supplier.

Customer Data – the data provided by the Customer for the purpose of facilitating the Training.

Delegate – an individual scheduled by the Customer to attend the Supplier’s Training.

Fee – the charges payable by the Customer in accordance with clause [7] (Course fee and Payment).

Order – The Supplier’s Codification Training Request Form as available through the Supplier’s website, <https://www.ncb.mod.uk/ncbportal/>

Supplier – UK National Codification Bureau (UKNCB), part of the UK Ministry of Defence, Kentigern House, 65 Brown Street, Glasgow, G2 8EX

Terms and Conditions – these terms and conditions of supply.

Training – the training to be supplied by the Supplier to the Customer as set out in, <https://www.ncb.mod.uk/ncbportal/trainserv.html>

Training Materials – any materials or documents provided by the Supplier as part of the Services. This will only be available to Training course attendees.

Services – the Training and Training Materials to be supplied by the Supplier to the Customer as further described in the Scope of the Service within clause [3] of these Terms and Conditions.

1.2 Interpretation

- a) Unless expressly stated otherwise a reference to legislation or legislative provision:
 - i. is a reference to it as amended, extended, or re-enacted from time to time; and

- ii. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to writing or written includes fax and email.

2. Basis of Agreement

2.1 The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Terms and Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier including on its website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by law, trade custom or practice or course of dealing.

3. Scope of the Service

3.1 This Training is offered to assist UK Companies only, that are already in a contractual agreement with UK MOD, to enhance their understanding of the NATO Codification System and the UK Codification Software Application, CSIS (Codification Support Information System).

3.2 The Training is a 1-day course (7.5 hrs including breaks) and will be delivered virtually over MS Teams. Delegates with therefore need to ensure they have access to MS Teams.

3.3 The Training and Training Material will include,

- a) an Overview of NATO Codification;
- b) training on how to navigate CSIS; and
- c) training on how to submit E-Tasking Requests

3.4 The Services provided by the Supplier do not provide the Customer with access to the CSIS database. If the Customer requires access to CSIS database, a subscription licence can be purchased separately.

4. Supply of Services

4.1 Supplier shall use reasonable endeavours to supply the Services to the Customer in accordance with these Terms and Conditions in all material respects

4.2 The Supplier reserves the right to change the content of any Training and Training Material at any time and without notice.

4.3 The Supplier shall use reasonable endeavours to meet any specified training dates specified but any such dates shall be estimates only and may be subject to change.

5. Accepting of booking

5.1 The Customer should contact the UKNCB Training Team with any queries regarding the Training Course and Training Material.

5.2 Customers will submit the training request form on the UKNCB website (insert website). The UKNCB will verify details at this stage and contact you directly should there be any queries. The UKNCB will process the training request and issue the Customer with a reference number and link for payment.

5.3 Once the payment has been received from the Customer, UKNCB will email the Customer to confirm the booking.

5.4 If the Customer submits a training request form in error, or with an error in the form, the Customer should contact the UKNCB Team @NCBGBRCodiQuery@mod.gov.uk as soon as this is noted with details of the error so that this can be reviewed and amended as required.

6. Customer's obligations

6.1 The Customer shall:

- a) ensure the terms of the Order are complete and accurate;
- b) co-operate with the Supplier in all matters relating to the Services;
- c) provide the Supplier with such information that the Supplier may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.

7. Course fee and payment

7.1 The Fee payable for the Services are calculated on a cost per Delegate per training session basis.

7.2 Any Fee must be paid by the Customer to the Supplier before the Order is confirmed by the Supplier via the UKNCB Payment Gateway on the UKNCB Website <https://www.ncb.mod.uk/ncbportal/>. Instructions for this can be found on the website.

7.3 The Supplier cannot invoice the Customer for Fees or accept payment by instalments.

7.4 All amounts due under the Contract shall be paid in full without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Transfers

8.1 If a Delegate can no longer attend a training course, the Customer can nominate another Delegate to attend the same course date in their place or they can be transferred to an alternative date offered by the Supplier at no extra cost.

8.2 Where a Customer requires a transfer in accordance with 9.1 it will need to contact the Supplier's UKNCB Team @NCBGBRCodiQuery@mod.gov.uk and state the new Delegates name and contact email address.

9. Cancelled courses

9.1 The Supplier has the right to cancel the Services and any specified training dates at any time. In the event of cancellation the Supplier will reimburse the Customer, in full, any course Fees paid. The Supplier's liability will be limited to the value of the course Fees paid for that particular training course.

10. Ownership and intellectual property rights

10.1 Training Material is not to be reproduced.

10.2 All Supplier materials, whether on the Supplier's website or provided for the purposes of the Supplier Training, are owned by the Supplier. All intellectual property rights in all materials available from the Supplier, including the design, graphics and text of all printed materials and the audio are owned by the Supplier. No Supplier content may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without the Supplier's prior permission in writing. Any such use is strictly prohibited and will constitute an infringement of the Supplier's intellectual property rights.

11. Behaviour

11.1 The Supplier reserves the right to remove any Delegate from a Training course whose behaviour is deemed inappropriate by the Supplier or its trainers. In these circumstances, the Supplier will neither refund any Fees nor reimburse any other costs incurred by the Customer or delegate.

12. Trainers

12.1 The Supplier shall provide trainers to present the Training course as it, in its sole discretion, deems fit and the Supplier shall be entitled at any time to substitute any trainer with any other person who, in the Supplier's sole discretion, it deems suitably qualified to present the relevant Training course.

13. Cancellations

13.1 Refund requests for a Supplier's Training course will be considered on a case-by-case basis at the sole discretion of the Supplier, and if exercised, the Supplier will retain fees to cover outlays and staff time at the date that the Supplier becomes aware of the request. These fees will be retained in

accordance with Managing Public Money guidelines para 6.2.2 (Version Jul 13), “to make sure that the government neither profits at the expense of consumers nor makes a loss for taxpayers to subsidise.” Please be aware that this may be all the fees you have paid. Such requests must be received within 10 working days of the Training Course date. The Supplier will endeavour to respond within 10 working days. The Customer must advise the Supplier of a cancellation in writing to UKNCB email: NCBGBRCodiQuery@mod.gov.uk .

13.2 For the avoidance of any doubt, if a Customer or Delegate fails to attend all or any part of the Training full payment of the Fees is required, and the Fee will not be refundable to the Customer.

14. Entire Agreement

14.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

14.3 Nothing in these Terms and Conditions shall limit or exclude liability for fraud.

15. Severance

15.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Waiver

16.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. Variation

17.1 Except as set out in these Terms and Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Third Party Rights

18.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. Governing Law

19.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

20. Jurisdiction

20.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.