

Terms and Conditions

Booking a CPNI Course

1. Places on a CPNI training course may only be booked in respect of individuals who have been nominated by their organisation and accepted by CPNI in accordance with CPNI's nomination process. CPNI may refuse a request for a place at its sole discretion and shall not be obliged to give reasons. Reference in these terms to a CPNI training "course" includes any CPNI training event.
2. Organisations with access to the CPNI extranet may request a place for a named individual by following the link on the extranet site. Organisations without access to the CPNI extranet site should contact CPNI at training-smb@cpni.gov.uk

Cancellation of Courses by CPNI

3. CPNI may cancel or postpone training courses because of low delegate numbers and/or for any other reason at any time up to 4 weeks before the course commencement date. CPNI recommends that organisations and individuals do not book travel and accommodation before receiving joining instructions.
4. In exceptional circumstances CPNI may cancel a course at any time within 4 weeks before the course commencement date or during the course.
5. Booking of travel or accommodation is entirely at the risk of the individual and/or their organisation. CPNI does not accept any liability for reimbursement of any costs incurred (of any sort whatsoever) by either an individual or the organisation. This includes cancellations made after the issue of joining instructions.

Withdrawal and non-attendance of individuals

6. CPNI courses are very popular and often heavily oversubscribed. Failure to attend a course and late cancellations result in CPNI running courses under capacity, as CPNI is not always able to fill these spaces at short notice. Before booking a place on a course, please ensure that the course date(s) are suitable for the individual in question.
7. In the event that an organisation wishes to withdraw an individual from a course after the booking has been confirmed with CPNI, the nominating officer must inform training-smb@cpni.gov.uk as soon as reasonably possible.
8. A request to withdraw a delegate will be recorded as a "withdrawal" for the purposes of clause 11.
9. Failure to attend a course without prior notification of withdrawal will be recorded as a "no-show".
10. Individuals attending a course are committing to attend the entire course. Requests to leave early will result in the individual's training being recorded as incomplete in CPNI records, which may have implications for issuing any certificates relating to the training, and/or (where applicable) for obtaining a "pass" for the course. CPNI may also treat an early departure as a "no-show" for the purposes of clause 11.
11. If a CPNI course is over-subscribed, CPNI may prioritise attendance. This process will primarily be based on the training need of the organisation and secondly may take into consideration organisations that do not have "withdrawals" and/or "no-shows" recorded against delegates they have put forward.

Substitution of Delegates

12. Bookings on CPNI courses are specific to the individual named in the booking request. A request by an organisation to substitute an alternative individual may be refused by CPNI at its sole discretion. CPNI

may give preference to delegates from other organisations already on the waiting list. Any replacement delegate is subject to CPNI's nomination process in the same way as the original delegate.

Intellectual Property Rights

13. All CPNI training and related training materials, including text, graphics, design and software are owned by CPNI or CPNI's third party licensors. No content in whole or in part of any of the training or training materials may be copied, recorded, reproduced, uploaded, displayed, linked or used in any way without the prior written permission of CPNI unless it is marked or indicated otherwise. Any such use is strictly prohibited and will constitute an infringement of the intellectual property rights of CPNI or its third-party licensor.

Data Protection

14. By submitting the Nomination Form, the individual and the organisation acknowledge that CPNI may process any personal data provided in the Nomination Form and/or any feedback form in accordance with the Data Protection Act 2018 or any other applicable data protection legislation in connection with CPNI training courses or any other services requested, and/or to comply with CPNI's legal obligations, in the exercise of its proper functions and/or in pursuance of its legitimate interests.

Disclaimer

15. Reference to any specific commercial product, process or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favouring by CPNI. The views and opinions of authors expressed within a CPNI training course shall not be used for advertising or product endorsement purposes.
16. To the fullest extent permitted by law, CPNI accepts no liability for any loss or damage (whether direct, indirect or consequential and including, but not limited to, loss of profits or anticipated profits, loss of data, business or goodwill) incurred by any person and howsoever caused arising from or connected with any error or omission in information, including all documents and their references, on a CPNI training course or from any person acting, omitting to act or refraining from acting upon, otherwise using the information contained on a CPNI training course, including any documents or their references. Delegates and their organisations must make their own judgement as regards use of information provided in connection with a CPNI training course and seek independent professional advice on their particular circumstances.

Government Security Classifications

17. The Government Security Classifications describe how the UK Government classifies information assets to ensure they are appropriately protected. It applies to all information that government collects, stores, processes, generates or shares to deliver services and conduct business. Security classifications indicate the sensitivity of information (in terms of the likely impact resulting from compromise, loss or misuse) and the need to defend against a broad profile of applicable threats.
18. On CPNI training courses, delegates may be provided with information which is marked OFFICIAL-SENSITIVE. This means that the information should be held securely and not widely shared. Hard copies of material marked OFFICIAL-SENSITIVE (including those the delegate prints or copies) must be stored in locked drawers or cupboards and be destroyed securely in accordance with the advice on CPNI's website (Advice – Sensitive Information & Assets – Secure Destruction) when no longer required. Such material may be passed only on a 'need to know' basis to those in the delegate's organisation that the delegate assesses may be trusted to protect the information to the required standard: it is the delegate's responsibility to ensure that such persons understand the level of protection required.
19. Any handling instructions or Government Security Classifications must not be removed.
20. Full details of the Government Security Classifications and their definitions can be found at <https://www.gov.uk/government/publications/government-security-classifications>.

21. Information relating to, or directly or indirectly supplied by, CPNI is exempt from the disclosure provisions of the Freedom of Information Act 2000 and may be subject to exemption under other UK information legislation, including Data Protection legislation. If a delegate or organisation receives an information request, subject access request or any other request, complaint or communication relating to CPNI or to information supplied by it, they must contact CPNI for advice on disclosure before responding to it.
22. Information that is provided in confidence in connection with CPNI training courses may relate to intelligence or security that is protected against further disclosure without lawful authority under the provisions of the Official Secrets Acts 1911-1989. Disclosure of, or failure properly to safeguard, such information may constitute a criminal offence.

Course Feedback

23. CPNI collects feedback on its training courses from attendees and their line managers to help improve its courses, maximise the benefits to attendees and measure the impact of CPNI's training. Following best practice, CPNI uses the Kirkpatrick evaluation model. Course attendees and line managers are encouraged to complete the relevant feedback forms. Any personal data contained in feedback forms will not be retained.

Governing Law

These terms and conditions are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. CPNI may elect to have any claims or disputes resolved by way of confidential arbitration governed by the Arbitration Act 1996 before a single arbitrator who shall be a Queen's Counsel agreed by the parties or, failing agreement, appointed by the chairman of the Commercial Bar Association.