

Terms & Conditions

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- “Morpheus” means Morpheus Consulting Solutions Ltd.
- The “Client” means the person, company or other legal entity identified as providing a request to Morpheus to supply Services.
- “Services” means the goods or services to be provided by Morpheus to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
 - A request to supply Services has been received from the Client by Morpheus.
 - Morpheus has confirmed to the Client that the course or other Services requested are available and the price is correct.
 - Payment has been received, or alternative payment method agreed.
- “Contract” means the contract between Morpheus and the Client under which the Services are to be supplied by Morpheus to the Client.
- “Training Provider” means the company delivering a course, in this case Morpheus.
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

2. Scope

Unless otherwise agreed by Morpheus in writing prior to agreement by the Client to these Terms and Conditions, the Client agrees that the provisions of these Terms and Conditions shall constitute all of the provisions relating to the Services to be provided to the Client by Morpheus. No other terms and conditions shall be accepted.

3. Prices

The price payable for the Services shall be the list price of Morpheus at the Confirmation Date unless otherwise stated.

Morpheus reserves the right to increase the price from that advertised at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated. All prices are exclusive of Value Added Tax, and this will be charged at the appropriate rate.

4. Terms of Payment

Where the Services relate to the provision of a training course, payment by bank transfer is required no later than 10 Working Days before the course start date. Special arrangements may be separately agreed with Morpheus's Training Operations Manager in the case of late bookings. Morpheus is entitled to charge interest at 2% per Month or part thereof on overdue payments.

Where pre-agreed by Morpheus, payment may be agreed by Purchase Order (from a company based within the UK only). Where payment by Purchase Order is agreed these Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by Morpheus whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by Morpheus in writing.

Where an agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

5. Training Courses

Morpheus provides training in conjunction with our Partner UiPath and Morpheus is an official UiPath Learning Partner.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. Morpheus reserves the right to make any reasonable variations to public as well as in-house (on client premise) courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the Morpheus website is for general guidance and does not form any part of a contract. Please contact Morpheus before making any travel or accommodation arrangements, as Morpheus will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Client to ensure that the course content meets their requirements and that their delegates meet the pre-requisites of the course on which they are booked, which for the Morpheus 5 Day UiPath Developer Course includes completing UiPath's online self-study 1.0 Foundation Training and having a short introductory call with our training team. Morpheus will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course. For courses not exclusive delivered to one Client ('public' courses), Morpheus reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

6. Social Media Consent

It is understood that Morpheus may on occasion use photographs and/or video recordings including images of the Client attending a training event for promotional purposes. These images could be used in print and digital media formats including print publications, websites, e-marketing, advertising, film and social media.

It is understood that images on websites can be viewed throughout the world and not just in the United Kingdom and that some overseas countries may not provide the same level of protection to the rights of individuals as UK legislation provides.

It is understood that some images or recordings may be kept permanently once they are published and be kept as an archive.

Morpheus is committed to processing information in accordance with the General Data Protection Regulation (GDPR). The personal data collected on this form will be held securely and will only be used for administrative purposes.

The Client has the right to request to see a copy of the information Morpheus hold about them and to request corrections or deletions of the information that is no longer required. The Client can ask Morpheus to stop using their images at any time, in which case it will not be used in future publications but may continue to appear in publications already in circulation.

7. Course Duration

Course durations for classroom events are clearly stated in our course brochure which the client and client's delegates will receive as part of their joining instruction pack before attending the course.

All classroom-based courses are run on working days only, unless otherwise stated. On the rare occasion where a training event duration spans a weekend the course will continue the following week. For example, if a 5-day training event commences on a Wednesday, then the remaining 2 days of training will take place on the following Monday and Tuesday. It is however always our intention wherever possible to run our courses across consecutive days (Monday-Friday) unless specifically requested by a Client for an in-house (on premise) course where every effort will be made to accommodate specific scheduling requests.

8. Cancellation, Transfers and Substitutions with respect to Training Courses

Morpheus reserves the right to cancel or arrange an alternative date for a course. In such circumstances, Morpheus will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but Morpheus shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying Morpheus in writing by acknowledged email or by recorded delivery as soon as reasonably practicable. The

Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

Public Scheduled Courses:

Number of Days' Notice	Proportion of Course Fee Payable
0 – 10 Working Days	100%
10 - 25 Working Days	50%

Customer Specific Courses (for example on Client's site):

Number of Days' Notice	Proportion of Course Fee Payable
0 – 25 Working Days	100%

In the event that the delegate is unable to attend the course booked, Morpheus will endeavour to transfer the delegate to an alternative course. If this is requested 25 or more Working Days from the start date of the original course, then the only charges applicable will be an administration fee of £50 (plus VAT) plus any difference in the course price. If a transfer is requested within 25 Working Days, then the cancellation fee above shall be payable.

Morpheus will always endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course.

9. Credit Rating

Morpheus reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

10. Liability

Morpheus' total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death. Morpheus shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

11. Bundling and Bundled Courses

- Where a customer orders a predefined selection of bundled services/courses at a fixed price ('Bundle'), the provisions of this Clause 10 shall apply except as may be expressly waived (in writing) by Morpheus in relation to a particular order.
- Services/courses within a Bundle are allocated to a particular named individual, and such allocation cannot be transferred to any other person.

- The customer may not modify the services/courses within a Bundle and may not exchange services/courses within a Bundle for other services/courses.
- Where a customer decides to cancel a Bundle before the first service/course has been booked (and within the 12-month Bundle period), Morpheus will refund the Bundle cost subject to an administration charge equivalent to 10% of the total Bundle price paid.
- Each Bundle is valid for a maximum of twelve (12) months. The Client may only use the services/courses within a Bundle during the twelve (12) month period immediately following the date they are ordered, and payment is submitted. Any services/courses within a Bundle that remain unused will expire on the anniversary of the payment date and shall be deemed used with no refund payable.
- Some Bundles are provided on the basis of being for selected dates and locations only. A Morpheus advisor will work with you to arrange a suitable schedule.
- Morpheus reserves the right to cancel, curtail or re-schedule training courses or events, in which case it shall use reasonable endeavours to notify the customer and provide alternatives.
- In the event of cancellation by Morpheus for any reason (including where Morpheus is no longer able to provide the training course requested), Morpheus shall use reasonable endeavours to find a suitable alternative and where this is not possible shall refund course fees which the customer has already paid in advance in relation to the cancelled course. Please note the refund will be a pro-rated amount of the sum paid for the Bundle which may be less than the usual price of the service/course.
- The Company reserves the right to withhold services or provide reduced services if course participants attending on the Client's behalf fail to satisfy course requirements or meet the course prerequisites.

12. Force Majeure

Morpheus shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If Morpheus is unable to perform its duties and obligations under this contract as a direct result of one or more such causes Morpheus shall give written notice to the Client of such inability stating the cause in question.

13. Data Protection and Confidentiality

The policy of Morpheus with respect to data protection is detailed in these Terms and Conditions.

Where Services are certified training courses, the Client consents to allow Morpheus full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist Morpheus in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it Morpheus, its Training Provider or others.

Intellectual Property, which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of Morpheus. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify Morpheus against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

14. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Morpheus or its Training team shall be subject to correction without any liability on the part of Morpheus.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of Morpheus.

Morpheus may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of Morpheus.

All parties shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf. The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.