

These terms and conditions (together with the Terms of Website Use, Privacy Policy and Cookie Policy) (“Terms”) tells you the basis on which we provide the Services to You.

You should print a copy of these Terms or save them to your computer or other device for future reference.

## ABOUT US

The Services are provided by LKQ Euro Car Parts and may also be provided under our other trading names such as autofirsteducationacademy.com (“We/Us/Our”).

We have our registered office address at T2, Birch Coppice Business Park, Danny Morson Way, Dordon, Tamworth, B781SE under company number 02680212.

Our group of companies includes our subsidiaries and holding company and those owned by our holding company.

## ABOUT YOU

Please read these Terms carefully and make sure that you understand them, before subscribing for the supply of Services from our Site.

By placing an order for the Services with us, you warrant that:

You are a business customer for trade and/or resale;

The information that you provide to us during the process of placing an order for Services is accurate, complete and is not misleading or fraudulent; and

You are fully aware of and understand our Terms. If you refuse to accept these Terms, you will not be able to subscribe for any Services from our Site.

You and/or your Authorised Users’ use of the Services constitutes acceptance of these Terms.

## 1. DEFINITIONS

**Agreed Purposes:** the provision of Services under the terms of this Agreement.

**Agreement:** the applicable online order form, the terms and conditions set out on this page, Our Terms of Website Use, Our Privacy Notice, Our Cookie Policy, any variations agreed between Us and any additional terms notified before use of applicable Content or Services.

**Authorised User(s):** if You are a business providing automotive service and repair and technical activities, or are otherwise actively involved in the provision of education in automotive technical activities, all directors, members, partners, employees or students in the business, educational establishment or other outlet covered are Authorised Users (up to the maximum number of users as determined by the Fee- In any other case, Authorised Users means any person that We have agreed with You is or are to benefit from the Services.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Content:** know-how provided by Us via Our Site to You under this Agreement, being the content of the LMS Platform comprising videos, courses, guided instructions, tutorials, information, hand-out materials and related documents, materials, files and presentation slides.

**Content Provider:** the provider of the Content for the Services (including 3<sup>rd</sup> party providers).

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

**Fee:** the fee for the Services to be provided under this Agreement, as determined by the number of Authorised Users and selected by You in the online order form.

**Force Majeure Event:** any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and collapse of buildings, fire, explosion or accident.

**LMS Platform:** the learning management system platform operated by Us to provide the Services.

**Membership:** where applicable, any membership purchased by an Authorised User as further detailed in clause 3

**Our Sites:** the websites through which You access the LMS Platform.

**Permitted Recipients:** the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.

**Services:** the services provided on Our Sites which includes provision of Content including courses via the LMS Platform.

**Shared Personal Data:** the personal data to be shared between the parties under this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

**Software:** the software provided by Us or by Our suppliers which enables You to use the Services.

**Start Date:** the first date of access to a training course on the LMS Platform.

**VAT:** means value added tax and any equivalent tax which may be applicable to Services in the United Kingdom or elsewhere.

**Writing:** includes email.

**You or Your:** the party entering into this Agreement with Us by accepting these Terms. Where the context so requires, You or Your includes your Authorised Users.

**Your Data:** the data input by You (and anyone authorised by You) for use in conjunction with the Services.

## 2. HOW THE AGREEMENT IS FORMED BETWEEN YOU AND US

- 2.1. You confirm that you have authority to bind any business on whose behalf you use Our Site to subscribe for the Services.
- 2.2. This Agreement and any document expressly referred to in it constitutes the entire agreement between You and Us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 2.3. You acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it.
- 2.4. You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 2.5. Our pages will guide you through the steps You need to take to purchase for the Services. Our purchase process allows You to check and amend any errors before submitting your request to Us. Please take the time to read and check Your request at each stage of the process.
- 2.6. Our acceptance of Your purchase request will take place when We confirm Our acceptance to You by sending an enrolment email that confirms Our acceptance of Your Membership or purchase of any individual E-learning course.

## 3. PRICING AND PAYMENT

- 3.1. The Fee for any applicable Membership and/or Services shall be determined by Us.
- 3.2. You shall pay for the Services (where applicable) and the appropriate Membership (where applicable), through your customer trade account with us.

- 3.3. If you hold a credit/trade account with us, any payment will be made in full to us without deductions or set-off in accordance with the payment terms notified by us to you. You guarantee your creditworthiness in placing an order with Us. If after confirmation of the order by Us, doubts arise as to Your creditworthiness, then all payments will become due immediately unless adequate security can be offered by you.
- 3.4. Where you do not hold a credit account with us, payment will be made in full to us without deductions or set-off in cash/guaranteed cheque/credit or debit card when order is placed.
- 3.5. Payments by credit or debit card will only be accepted where the card holder is present in person at our premises or where the card in question has been verified on the LMS Platform.
- 3.6. Without prejudice to any other rights that We may have, if you fail to pay the Fee by the due date, We may charge interest on any overdue amount from the date on which payment was due to that on which it was made (whether before or after judgement) on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount. We reserve the right to terminate your Membership if we are unable to renew your Membership based on inaccurate or outdated account, debit card or credit card information.
- 3.7. We may increase the Fee for the Services and/or any Membership for a subsequent subscription period at any time and for any reason, but shall use reasonable endeavours to provide notice of at least thirty (30) calendar days prior to the expiration of the current subscription period.

#### **4. CANCELLATION**

- 4.1. Your access to the Services will continue through the end of your current subscription period.
- 4.2. To postpone, transfer or cancel a booking for any course (where permissible), You must either: (i) log on to the LMS Platform; or (ii) use the 'contact us' form found on the relevant Site(s).
- 4.3. We reserve the right to cancel any course at our sole discretion provided that we provide you an alternative date (the "Substitute Date"). Where you are unable to accept the Substitute Date offered by Us, we will issue You a refund for that specific course.
- 4.4. We reserve the right to pass on any charges which we may incur when you cancel a booking for a course.

#### **5. REFUNDS**

- 5.1. In the event that the Services have been purchased / used / activated, you shall not be entitled to any refund.
- 5.2. Nothing in this clause affects your statutory rights.

## 6. AUTHORITY AND LICENCE FOR USE OF CONTENT

6.1. We authorise You and Your Authorised Users to use the Content for which You agree to pay Us the Fee.

6.2. This Agreement (including the licences hereunder) starts on the Start Date. Unless terminated earlier upon the occurrence of the following events:

6.2.1. termination of this Agreement under clause 14.

6.3. You may:

6.3.1. search and view Content for Your own business purposes;

6.3.2. use Content for the purposes of internal training;

6.3.3. Except as provided in clause 8 and this clause 6.3, You shall not record, scan (through the use of screen grab software or otherwise), capture, download, stow or otherwise copy or retain any Content without our prior express written consent.

6.4. You shall not:

6.4.1. attempt to duplicate, reproduce, modify, disclose, upload, transmit, display, distribute or in any other way exploit the Content or any portion of it; or

6.4.2. attempt to obtain, or assist others in obtaining, access to the Content, other than as provided under this Agreement; or

6.4.3. reveal any user name, password or other such account access details for the Services to anyone other than Authorised Users.

## 7. LICENCE FOR USE OF SOFTWARE

7.1. Subject to the terms of this Agreement, We hereby grant You a non-exclusive, non-transferable, revocable licence to access the Software and to use the Software solely for Your business purposes. For the avoidance of doubt, nothing in this Agreement grants to You or your Authorised Users any rights whatsoever in or relating to the source code of the Software).

7.2. You shall not:

7.2.1. attempt to duplicate, modify, disclose or distribute any portion of the Software; or

7.2.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

- 7.2.3. transfer, temporarily or permanently, any rights or obligations under this Agreement, or
- 7.2.4. attempt to obtain, or assist others in obtaining, access to the Software, other than as provided under this Agreement.
- 7.3. We confirm We have all the appropriate licensing rights in relation to the Software that are necessary to grant You all the rights We purport to grant under the terms of this Agreement.
- 7.4. By using the Software, you agree to be bound by the Software owner's terms and conditions.
- 7.5. We do not create or commission the creation of any Software and cannot be held responsible for the content or for any changes, mistakes, faults, defects, inaccuracies, irregularities or any other problems ("Software Problems") encountered with any Software data. Any Software Problems will be the Software owner's responsibility and should be directed to the Software owner.

## **8. YOUR OBLIGATIONS**

- 8.1. You will ensure that You and Your Authorised Users have the prerequisite knowledge, experience and qualifications to complete any E-learning courses offered to You by Us.
- 8.2. You will, take reasonable steps to ensure that Authorised Users will, comply with the terms of use of the Services in this Agreement. You will, take reasonable steps to ensure that Authorised Users do not:
  - 8.2.1. copy, print out, download, publish, transmit, display, create derivative works based on or otherwise reproduce or exploit any Content nor any material relating to part of the Services, except as permitted under this Agreement or authorised by Us in writing;
  - 8.2.2. make any part of the Content or of the Services available to anyone, except as permitted under this Agreement or authorised by Us in writing;
  - 8.2.3. subject to clause 7.2 above, alter or modify any part of the Content or Services; or
  - 8.2.4. purport to assign or otherwise dispose of Your rights under this Agreement.
- 8.3. You will ensure and warrant that only the Authorised Users shall access the Content or Services using accounts created with Your username and password. You will be responsible for the use of any accounts provided to or created by Us granting access to the Services. You must notify Us immediately if there is any unauthorised use of the Services.
- 8.4. You acknowledge and agree that We, together with the Content Provider, have all necessary rights and licences to the intellectual property rights in the Software, the Content and the Services. Except as expressly stated in this Agreement, this

Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Content, Services or any related documentation.

- 8.5. You are solely responsible for the appropriate use, professional consideration and adaption of Our Content for Your own use and in Your provision of services and advice to Your customers.
- 8.6. Subject to clause 9 (Our Obligations), You will defend, indemnify and hold Us harmless against claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with Your misuse of the Software or Services, provided that:
  - 8.6.1. You are given prompt notice of any such claim;
  - 8.6.2. We provide reasonable co-operation to You in the defence and settlement of such claim, at Your expense; and
  - 8.6.3. You are given sole authority to defend or settle the claim.
- 8.7. You will maintain adequate and appropriate liability insurance in relation to any services You provide.
- 8.8. You are responsible for configuring, maintaining and updating Your information technology hardware and software, telecommunications equipment, internet service, computer or other device programmes and platform (including browsers) in order that it is sufficient and compatible to access the Services. Notwithstanding clause 9.5, You should use Your own virus protection software.
- 8.9. By submitting any individual's personal information to Us or Our affiliates, service providers and agents, You agree, and confirm that You have explicit authority from such other individual, for Our collection, handling, use and disclosure of such personal data in accordance with Our Privacy Notice.

## **9. OUR OBLIGATIONS**

- 9.1. By using the Content and Services, You will not infringe any third party intellectual property rights and We will indemnify You against losses, costs or expenses that You may incur as a result of any claim arising by Your use of the Content, where such Content infringes any third party intellectual property rights, provided You notify Us within a reasonable time of any such claim being made.
- 9.2. In relation to any part of the Software owned by Us We shall defend You against any claim that Your use of the Software infringes any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:
  - 9.2.1. We are given prompt notice of any such claim;
  - 9.2.2. You provide reasonable co-operation in the defence and settlement of such claim, at Our expense; and

- 9.2.3. We are given sole authority to defend or settle the claim.
- 9.3. In the defence or settlement of the claim, We may at Our discretion obtain for You the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to You. We shall have no liability if the alleged infringement is based on:
- 9.3.1. a modification of the Software by anyone other than Us; or
- 9.3.2. Your use of the Software in a manner contrary to the instructions given to You by Us; or
- 9.3.3. Your use of the Software after notice of the alleged or actual infringement from Us or any other person.
- 9.4. The foregoing states Your sole and exclusive rights and remedies, and Our entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.
- 9.5. We will take reasonable steps to ensure that Software and data files We supply to You as part of the Service are virus-free.
- 9.6. We will use our best endeavours to ensure that Your Data is maintained securely and is properly backed-up. In the event of any loss or damage to Your Data, Your sole and exclusive remedy shall be that We use Our best endeavours to restore the lost or damaged Your Data from the latest back up of Your Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by Us to perform services related to Subscriber Data maintenance and back-up).
- 9.7. We will use all reasonable endeavours to ensure that the Services are provided continuously and that access to Our website is not interrupted by any event within Our control. We will use reasonable endeavours to notify You in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom office hours.

## 10. CONFIDENTIALITY

- 10.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 10.1.1. is or becomes publicly known other than through any act or omission of the receiving party; or
- 10.1.2. was in the other party's lawful possession before the disclosure; or
- 10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

10.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

10.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3. Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.

10.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5. This clause shall survive termination of this Agreement, however arising.

## 11. DISCLAIMER

11.1. We give You no warranty or assurance, except as set out in clause 9 above. We declare and You acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.

11.2. Our policy is to conduct our business at all times in a professional manner and to best practice standards. We use our best endeavours to maintain the Content up to date and to develop Our Services to meet subscribers' needs. However, You should note in particular:

11.2.1. The Content is not intended to constitute a definitive or complete statement of the best practice standards of the automotive industry on any subject.

11.2.2. We are a reseller of theoretical and practical know-how and resources pertaining to the automotive industry. The Services are designed for use by, and to complement the existing knowledge of, properly trained technicians and mechanics who have an understanding of automotive technology. We do not accept any responsibility for action taken as a result of information provided by Us or a Content Provider. The Services are general and educational in nature, may not reflect all recent industry developments and may not apply to the specific circumstances of individual vehicles. If in doubt you should contact Us and in the meantime, take no further action.

11.2.3. We give You no warranty or assurance that the Services and Our means of delivering them are compatible with Your software or computer or other device configuration.

11.2.4. We may change part or all of any Service at Our discretion.

11.2.5. Nothing in this Agreement shall be deemed to constitute a representation, guarantee or promise that a particular result will be produced due to the use of the Content or the Services.

## 12. LIABILITY

12.1. This clause sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, contributors, consultants and sub-contractors) to You in respect of:

12.1.1. any breach of this Agreement;

12.1.2. any use made by You of the Services or the Software or any part of them; and

12.1.3. any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this Agreement.

12.2. Except as expressly and specifically provided in this Agreement and particularly clause 11.1 and 11.2:

12.2.1. You assume sole responsibility, and We shall have no liability, for results obtained from the use of the Software and/or the Services by You, and for conclusions drawn from such use; and

12.2.2. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

12.3. Nothing in this Agreement excludes Our liability:

12.3.1. for death or personal injury caused by Our negligence; or

12.3.2. for fraud or fraudulent misrepresentation.

12.4. Subject to clause 11.1 and 12.3 above:

12.4.1. We shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and

12.4.2. Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to 100% of the Fee payable for Your Membership.

12.5. Under this clause, “**our liability**” includes that of any company in Our group of companies and Our and their respective agents, employees, contributors and consultants and sub-contractors; “**You**” includes any other party claiming through You and “**loss or damage**” includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Service, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.

### 13. DATA PROTECTION

13.1. **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) may disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

13.2. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

13.3. **Particular obligations relating to data sharing.** Each party shall:

13.3.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

- 13.3.2. give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 13.3.3. process the Shared Personal Data only for the Agreed Purposes;
- 13.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 13.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 13.3.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 13.3.7. not transfer any personal data outside the EEA unless the transferor complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller) and ensures that:
  - 13.3.7.1. the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR;
  - 13.3.7.2. there are appropriate safeguards in place pursuant to Article 46 GDPR;  
or
  - 13.3.7.3. one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 13.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
  - 13.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - 13.4.2. promptly inform the other party about the receipt of any data subject access request;
  - 13.4.3. provide the other party with reasonable assistance in complying with any data subject access request;
  - 13.4.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  - 13.4.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations

under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

13.4.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

13.4.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

13.4.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

13.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause; and

13.4.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

13.5. **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be £1,000,000.00 (one million pounds).

## 14. TERMINATION

14.1. Either party may terminate this Agreement with immediate effect by notice in writing if You or We are in material breach of any of its terms where such breach is irremediable or (if such breach is remediable) if the breach is not remedied within the period of twenty working days after written notice of it has been given to the party in breach. If We are in material breach as a result of circumstances within Our control, You will be entitled to pro-rata return of the Fee. If You are in material breach, You are not entitled to a return of any part of the Fee.

14.2. Notwithstanding clause 14.1 if payment of the Fee is not made in full by the due date(s), without prejudice to any rights or remedies otherwise available, We reserve the right to (a) charge interest on the outstanding balance of all overdue sums in accordance with clause 3.6; and (b) immediately withdraw access to the Services.

14.3. On termination of this Agreement for any reason:

14.3.1. all licences granted under this Agreement shall immediately terminate;

14.3.2. subject to the exceptions in this sub-clause, You will take reasonable steps to delete the Software and the Content from Your electronic media, including Your intranet and electronic storage devices so that You no longer have an electronically functional copy of the Software or any part of the Content; and

14.3.3. termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

## **15. E-LEARNING COURSES**

15.1. You acknowledge and agree that any decision on any assessments you complete on the LMS Platform is final.

15.2. You and Your Authorised Users may take one re-sit of an E-learning course (subject to an additional fee) by prior arrangement with Us which shall be agreed in Writing.

## **16. COMPLAINTS**

16.1. We are committed to providing education, service and support of the highest standard. If you have any concerns, or are aware of any areas where we could improve, we really appreciate you letting us know. If you have a suggestion or complaint pertaining to any third party, we recommend following the suggestions and complaints procedure for the third party in question.

### **Making a suggestion**

16.2. We welcome all suggestions and feedback about Our LMS Platform and will be sure to keep You updated on actions we take in response to Your feedback. You can give us feedback by:

(i) logging on to the LMS Platform; (ii) using the 'contact us' form found on the relevant Site(s); or (iii) by any ticketing system (where applicable)

### **Making a complaint**

16.3. We aim to handle complaints quickly, effectively and in a fair and honest way. We take all complaints seriously and investigate our procedures and services thoroughly to make sure that We continue to meet Your needs. We treat all complaints in confidence.

### **How you can make a complaint**

16.4. You can complain: by contacting us on the details provided in clause 16.2.

## 17. GENERAL PROVISIONS

17.1. Provided it has complied with clause 17.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.2. The Affected Party shall:

17.2.1. as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the contract; and

17.2.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.3. If the Force Majeure Event prevent, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 14 days written notice to the Affected

- 17.4. The rights provided under this Agreement are granted to You only, and shall not without Our prior written consent be considered granted to any subsidiary or holding company. You may not, without Our prior written consent, assign, transfer, charge, sub-contract, sub-licence or deal in any other manner with all or any of Your rights or obligations under this Agreement.
- 17.5. This Agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 17.6. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 17.7. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.8. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 17.9. This Agreement, Fee and any agreed written record identifying Authorised Users constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the Agreement shall be for breach of contract under the terms of this Agreement.
- 17.10. English law governs this Agreement and the parties submit to the exclusive jurisdiction of the English courts.