

By participating in any assessment of the Programme the Sponsor enters into a legally binding agreement to which the following **Terms** will apply. In these **Terms** headings are for convenience only and shall not affect the interpretation of any provisions. Singular words shall include the plural and vice versa.

1. Definitions

1.1 Unless otherwise stated the following terms shall have the meaning assigned to them, as follows:

1.1.1 'Terms' means these offer terms and conditions

1.1.2 'Qualification' means the Edexcel BTEC Advanced Certificate in Local Government Management (BTEC Programme No. M7550)

1.1.3 'Programme' means the e-learning programme in all its aspects that has been designed in connection with the Qualification

1.1.4 'Awarding Body' means Edexcel for BTEC Qualifications

1.1.5 'We', 'Us', and/or 'Our' refers to Visionary Training and Consultancy Ltd and/or Our authorised agents

1.1.6 'Accredited Centre' refers to Visionary Training and Consultancy Ltd (Centre number 55724)

1.1.7 'Website' refers to any promotional and/or learning website relevant to the Qualification that is owned and/or operated by Us unless otherwise stated

1.1.8 'Learning Material' refers to all aspects of the learning and assessment materials in electronic format on the Website or other format that have been developed for use in connection with the Programme, including all introductory, support, and other tuition material

1.1.9 'Student' means a person employed by the Sponsor who is granted an Access Period by Us for the express purpose of assessing the Programme

1.1.10 'Sponsor', 'You', and/or 'Your' refers to the local authority which employs a Student and has requested Us to grant an Access Period to that Student

1.1.11 'Access Period' means the period during which access to the Programme is granted to a Student by Us for the purpose of that Student assessing the Programme, such period being specifically defined in the authorisation issued by Us to the Student and/or Sponsor

1.1.12 'Services' refers to services to Students and Sponsors as expressed in these Terms

1.1.13 'Unit' refers to a division of study within the Programme as described on the Website

1.1.14 'Section' refers to a division of study within a Unit as set out in the Learning Materials

1.1.15 'Assignment' refers to any one of a prescribed series of Qualification related activities that may be completed by a Student and submitted to Us during the Access Period

1.1.16 'Computer' refers to any kind of computer together with its software and any associated hardware whether or not it is within a system or network, or operates as a server

1.1.17 'Agreement' means the legally binding agreement between Us and the Sponsor constituted by the Online Registration Form and these Terms

1.1.18 'Online Registration Form' means the online registration form completed and submitted by the Sponsor in order to arrange an Access Period and/or any other form, written communication, and/or material used for this purpose.

2. Access to Programme and Learning Material

2.1 Following submission of the Online Registration Form and any other documentation required prior to Our authorising a Student's Access Period We will issue the Student with a user name and password that permits limited access to the Introduction and Unit 1 of the Programme in accordance with these Terms. We reserve the absolute right to refuse any Student access to the Programme and shall be under no obligation to give a reason.

2.2 All personal data about a Student given to Us at any time shall be handled in accordance with Our Privacy Statement.

2.3 Access to the Programme under these Terms expressly excludes registration of a Student by Us with the Awarding Body

2.4 During the Access Period, the Sponsor shall be responsible for notifying Us or ensuring that the Student notifies Us of any change in contact or other registration details.

2.5 Access to the Programme shall not entitle any Sponsor or Student to any rights to copyright or other intellectual property rights in any aspect of the Learning Material other than a concession for a Student to use the materials for the purpose of assessing aspects of the Programme in accordance with paragraphs 2.11 and 2.12.

2.6 A Student's access to the Programme is conditional upon the Sponsor confirming on the Online Registration Form or other documentation acceptable to Us that the Student has read and indicated agreement to Our Student Terms of Use (Assessment) on the Website.

2.7 Access to the Programme is time and content limited, non-exclusive, and non-transferable (that is, only the Student in respect of whom the registration has been made may take advantage of this concession of access). This concession is for the sole purpose of a Student assessing the Programme during the Access Period (including all legitimate activities and Assignments arising therefrom) in advance of any decision to register as a Student on the full Programme in accordance with Our Standard Terms and Conditions.

2.8 It is the Sponsor's responsibility to ensure that each Student keeps his/her user name and password confidential; the Sponsor shall be liable for all actions that result from access to the Programme using a Student's individual log on details and for all losses incurred by Us as a result of the Student's breach of this provision.

2.9 Students should be able to log on to the Website from any Internet capable Computer but should be aware that not all Computers have the same software and/or processing capacity. Students and/or Sponsors are responsible for providing Computer equipment that will support user name/password access to the Learning Materials. Learning Materials are available from the Website and unless expressly agreed by Us via no other medium.

2.10 At some specific third party websites that are clearly identified in the Learning Materials, specialist diagnostic material is available that a Student's Sponsor may already hold licences to use. The operators of these websites make a small charge payable directly to them for the use of their material where no licence has been issued. These costs are not included in the Programme fees because the diagnostic material is not

essential to the Qualification. It is the responsibility of the Student and/or Sponsor to decide whether to incur any expenditure in connection with accessing any services on these websites. The Learning Materials also provide links to other third-party websites both to provide and supplement information throughout the Programme.

2.11 Students can display and view the Learning Material on a Computer. Additionally, Students may print a short extract of Learning Material so long as the number of pages involved can reasonably be considered to be exclusively for the purposes of their own private study in the context of their assessment of the Programme. Students are not authorised to print or make copies of entire Sections.

2.12 Except as expressly set out in these Terms or otherwise agreed with Us beforehand in writing, any Student or Sponsor who copies, or in any way reproduces or publishes any of the Learning Material, is infringing copyright and/or other intellectual property rights. The Student and/or the Sponsor shall be liable for any action taken by any holder of the copyright and/or other intellectual property rights. The Sponsor shall indemnify and keep Us indemnified for and against all costs, claims, damages and expenses (including for the avoidance of doubt professional fees) suffered or incurred by Us as a result of such infringement.

3. Services to Students

3.1 For the duration of the Access Period, We shall, subject to any limitations set out in these Terms:

3.1.1 use all reasonable endeavours to ensure that access to the Website is uninterrupted

3.1.2 provide Services to Students with reasonable skill and care

3.1.3 provide tuition and learning support as is reasonably sufficient for Students to assess the Programme

3.1.4 assess Assignments submitted by Students against the Qualification's prescribed outcomes and assessment criteria on an informal basis in that any such Assignments can only be considered by Us as counting towards the Qualification if the Student is subsequently registered on the full Programme in accordance with Our Standard Terms and Conditions and has been accepted by the Awarding Body as a registered student.

4. Performance of Services

4.1 In addition to the Services set out in clause 3, We shall, subject to the limitations set out in these Terms:

4.1.1 make all reasonable efforts to ensure that where Services to Students are interrupted due to Our actions that levels of service in accordance with these Terms are resumed as quickly as reasonably practical

4.1.2 provide the Sponsor with general information about a Student's progress when requested to do so and/or when relevant to a Sponsor's decision to register a Student on the full Programme.

5. Student Obligations

5.1 In relation to the Programme, the Sponsor shall ensure that the Student shall:

5.1.1 not divulge the log on information required to access the Programme (user name and/or password)

5.1.2 notify Us without delay should they become aware of any unauthorised use of their user name or password and/or if they suspect that their user name or password is no longer confidential

5.1.3 not infringe any copyright or intellectual property rights either by exceeding the concessions provided for in these Terms or otherwise

5.1.4 be responsible for making back-up copies of all their own data relevant to the Programme and for taking appropriate precautions against viruses, hacking, and all other types of Computer misuse

5.1.5 be responsible for arranging for any technical support they may require except that We will advise on the general operation of the Website during the Access Period. No advice given by Us on the operation of the Website may be construed as expert advice and no liability shall pass to Us for any advice given

5.1.6 comply with all health, safety, and welfare legislation, regulation, codes of practice, and/or advice applicable to any and all activities arising directly or indirectly from the Programme, including their use of Computers and/or any other resources

5.1.7 follow Our procedures for the submission of Assignments

5.1.8 not make any comments or other type of contribution to the online forum that is out of keeping with its primary objectives of providing mutual support and learning for Students. There are additional terms and conditions covering Student use of the forum that do not form part of these Terms

5.1.9 conduct themselves in an appropriate manner when communicating with or receiving support from Us in that they will not use offensive language, threats, or other behaviours that can reasonably be interpreted as harassment.

5.2 We shall not be liable for any failure by the Student to comply with paragraphs 5.1.1 to 5.1.9 of this clause 5 and the Sponsor shall indemnify Us and keep Us indemnified for all costs, claims, damages and expenses (including but not limited to professional fees) arising out of or in connection with any such failure.

6. Student Copyright

6.1 To the extent that such rights are held by the Sponsor, the Sponsor agrees to grant a worldwide, irrevocable, royalty free licence to Us in any copyright and any other intellectual property rights in material submitted to Us in connection with any aspect of the Programme including (but not limited to) Assignments, activities, comments, forum posts, blog entries, and feedback, and to grant Us a non-exclusive, royalty-free, perpetual, and irrevocable right to reproduce, edit, adapt, publish, display, and distribute such material for any reasonable purpose, such as (but not limited to) supporting other Students, complying with verification procedures, implementing service improvement, and undertaking Programme promotion.

7. Our Rights

7.1 We shall have the following specific rights without prejudice to any of Our other rights in these Terms:

7.1.1 to temporarily suspend and/or withdraw access to all or part of the Website at any time at Our absolute discretion for reasons which

include (but are not limited to) maintenance, repairs, and/or improvements to the performance or functionality of the Website

7.1.2 at Our absolute discretion, to terminate the registration process where the Student and/or Sponsor has not provided Us with all the information We require in connection with Student registration procedures

7.1.3 to require any Student to use an alternative user name and password

7.1.4 to terminate access to the Programme for any Student at the end of the Access Period as notified to the Sponsor and/or Student or at any time after six weeks of access without giving notice

7.1.5 at Our absolute discretion, to terminate access to the Programme for any Student where We consider that Our Services will not benefit that Student any further

7.1.6 to suspend or terminate Services should a Student do any of the following:

- breach the obligation not to divulge his or her user name and/or password to any other party
- infringe Our copyright or intellectual property rights either by exceeding the concessions provided for in these Terms or otherwise
- fail to conduct him or herself in an appropriate manner when communicating with or receiving support from Us in that they use offensive language, threats, or other behaviours that can reasonably be interpreted as harassment.

7.2 Neither the Student nor the Sponsor shall have any right to compensation from Us for any suspension or termination occasioned by action by Us under these Terms.

8. Limits to Liability

8.1 We shall not be responsible or financially accountable for:

8.1.1 any event or circumstance beyond Our reasonable control that prevents Us from providing any or all Services to any or all Sponsors and/or Students which includes (but is not limited to) events such as, fire, flood, storm, industrial action, war, riot, or the actions of any government, public body or other business

8.1.2 any interruption to all or some Services to Students and/or Sponsors arising from:

- any and all failures of telecommunications links and equipment and/or other technical or other faults beyond Our control
- any delays or disruptions inherent in the operation of the Internet and the World Wide Web, including the impact of viruses, except to the extent that We could have been reasonably expected to have taken measures to prevent such delays or disruptions

8.1.3 a Student's infringement of copyright or intellectual property rights whether or not the material involved was identified by Us in the Learning Materials or elsewhere

8.1.4 any actions or defaults of Students in the workplace or otherwise that may be undertaken or omitted in connection with the Programme whether during the Access Period or at any other time thereafter

8.1.5 the failure of any Student:

- to meet the assessment criteria necessary to pass any Assignment
- to complete any part of the Programme within the Access Period

8.1.6 any factors that were not foreseeable to both parties when this Agreement was made.

8.2 We shall not be liable for any loss or damage arising out of or in connection with the Sponsor's or Student's use of the Website and/or other services, links, and facilities provided via the Website or otherwise arising from:

8.2.1 the Learning Materials not being compatible with or able to operate with the software or hardware on a Computer used by a Student or Sponsor

8.2.2 the loss or corruption of data or any damage caused to a Computer used by a Student or Sponsor arising from downloading material of any description from the Internet whether that material is associated with the Website or not

8.2.3 the content or operation of any third party website or for any goods or services provided through such websites

8.2.4 any minor errors and/or omissions in the Learning Materials or other information associated with the Programme

8.3 We shall not be liable for:

8.3.1 any loss connected with grants, financial allocations, profits, earnings, anticipated savings, or any other revenue

8.3.2 any indirect or consequential loss, such as loss of profits

8.3.3 any loss arising from Our right to temporarily suspend and/or withdraw access to all or part of the Website

8.3.4 any loss from a cause not directly attributable to a specific breach of these Terms by Us

8.4 Nothing in this clause 8 shall exclude liability for death or personal injury caused to the Sponsor or any Student as a result of Our negligence.

9. Limit of Financial Liability

9.1 We accept no financial liability for any breach of these Terms by Us during the Access Period, except that this limitation shall not apply to:

9.1.1 any loss or damage resulting from death or personal injury caused by Our negligence

9.1.1 loss or damages arising from Our fraudulent misrepresentation

9.1.1 any other losses which may not be excluded or limited by law.

10. Other Terms

10.1 These Terms are governed by and shall be construed in accordance with English law. Any dispute arising in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

10.2 All representations, warranties and/or Terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

10.3 Should We fail to enforce or delay enforcing any rights or remedies under these Terms, any such failure or delay shall not mean that any right or remedy has been waived and shall not prevent Us from exercising any right or remedy in the future.

10.4 Should any provision of these Terms be held to be unreasonable, inapplicable or unenforceable in whole or in part the remaining Terms shall continue in force.

10.5 No relaxation or indulgence given to any Student or Sponsor shall affect Our rights under these Terms.

10.6 Liabilities or obligations applicable to Students and Sponsors with regard to log on information, copyright, and intellectual property rights shall continue in force after the expiry of the Access Period.

10.7 Any change in employment relationship affecting a Sponsor and Student shall not affect liabilities and obligations under this Agreement.

10.8 This Agreement is made for the benefit of the parties to it and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.