

By completing and submitting the Online Registration Form (as defined in paragraph 1.1.18 below) You enter 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 standard terms and conditions

1.1.2 'Qualification' means the Edexcel BTEC Advanced Certificate in Local Government Management (BTEC Programme No. M7550) and/or the Edexcel BTEC Advanced Award in Local Government Management (BTEC Programme No. AG057) as appropriate

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 any person registered with Us for the express purpose of studying to achieve the Qualification

1.1.10 'You', 'Your', and/or 'Yourself' refers to You as a Student who has paid to participate in the Programme

1.1.11 'Registration Period' means a period of complete months from the month in which Your registration on the Programme is accepted; this period shall be 9 and 18 months respectively for the Award and Certificate qualifications (as described in paragraph 1.1.2) except where:

1.1.11.1 an extension to this period has been requested by You and agreed by Us, in which case it shall be an agreed date, or

1.1.11.2 Your Qualification Programme is completed, in which case the Registration Period shall terminate on Programme completion

1.1.12 'Services' refers to services to Students as expressed in these Terms and commence with Our issuing You with a user name and password that enables You to access the Learning Material

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 should be completed by a Student and submitted to Us during the course of the Programme

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 You and Us constituted by the Online Registration Form and these Terms

1.1.18 'Online Registration Form' means the online registration form completed and submitted by You in order to register on the Programme and/or any other form, written communication, and/or material used for this purpose.

### **2. Registration on the Programme**

2.1 Registration is conditional upon payment of the full fee for the Programme plus VAT as applicable. We reserve the absolute right to refuse registration of any Student and shall be under no obligation to give a reason.

2.2 All personal data about You given to Us during the registration process and at any other time shall be handled in accordance with Our Privacy Statement.

2.3 We shall apply to register You with the Awarding Body in accordance with that Body's requirements as in force at the time of registration.

2.4 We shall be under no obligation to allow You access to any Learning Material or to register any Student with the Awarding Body until the fees payable have been received and the funds have been cleared.

2.5 During the Registration Period, You shall be responsible for notifying Us of any change in contact or other registration details.

2.6 Registration on the Programme shall not entitle You to any rights to copyright or other intellectual property rights in any aspect of the Learning Materials other than a concession for You to use the materials for the purposes of the Programme in accordance with paragraphs 4.6 and 4.7.

2.7 Any application by You to extend the Registration Period beyond the initial term will be considered by Us on its merits and may be subject to the payment of additional fees. Where additional fees are payable, the amount will be calculated at a rate per incomplete Unit together with any extra fees payable to the Awarding Body.

### **3. Right of Cancellation**

3.1 Your seven working day right of cancellation under the Consumer Protection (Distance Selling) Regulations 2000 (as Amended 2005) is affected by the date on which Our Service starts. Your application for Registration is Your agreement to accept Our Service during the cancellation period and Your acceptance of the cessation of Your right of cancellation as soon as Our Service commences. The start point for Our Service is Our issuing You with a user name and password that enables You to access the Learning Materials.

3.2 Any cancellation in accordance with paragraph 3.1 shall be exercised by means of a written notification sent to Us at the address in the

Contact section of the Website. A full refund of any fees paid will be made provided no Service has been provided by Us.

3.3 There shall be no Student right of cancellation except as specified in this clause 3.

3.4 We shall have rights of cancellation/termination as specifically indicated in these Terms at clause 9.

#### **4. Access to Programme and Learning Material**

4.1 Following submission of the Online Registration Form and payment of the Programme fee, We will issue You with a user name and password that permits a right of access to the Programme in accordance with these Terms for the duration of the Registration Period.

4.2 The right of access to the Programme is non-exclusive and non-transferable (that is, only the Student in respect of whom the registration has been made may take advantage of this right of access) and such right is for the sole purpose of Your studying for the Qualification during the Registration Period, including all legitimate activities and Assignments arising therefrom.

4.3 You are responsible to ensure that You keep Your user name and password confidential; You shall be liable for all actions that result from access to the Programme using Your individual log on details and for all losses incurred by Us as a result of Your breach of this provision.

4.4 You 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. You 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.

4.5 At some specific third party websites that are clearly identified in the Learning Materials, specialist diagnostic material is available that a Student's employing local authority 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 Your responsibility to decide whether to incur additional expenditure for 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.

4.6 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 the Programme. You are not authorised to print or make copies of entire Sections.

4.7 Except as expressly set out in these Terms or otherwise agreed with Us beforehand in writing, any Student who copies, or in any way reproduces or publishes any of the Learning Material, is infringing copyright and/or other intellectual property rights. You shall be liable for any action taken by any holder of the copyright and/or other intellectual property rights and 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.

#### **5. Services to Students**

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

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

5.1.2 provide Services to You with reasonable skill and care and in accordance with the Programme as described on the Website

5.1.3 provide tuition and learning support as is reasonably sufficient for You to progress through the entire Programme

5.1.4 assess Assignments You submit against the Qualification's prescribed outcomes and assessment criteria

5.1.5 provide supplementary tutorial support if Your first attempt at an Assignment fails to meet a required Qualification outcome.

#### **6. Performance of Services**

6.1 In addition to the Services set out in clause 5, We shall, subject to the limitations set out in these Terms:

6.1.1 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

6.1.2 follow internal verification procedures in accordance with Our policies as an Accredited Centre

6.1.3 make Assignments and other appropriate supporting information available to the Awarding Body for the purposes of external verification

6.1.4 use all reasonable endeavours to ensure that Learning Materials are of a quality necessary to achieve the Qualification though no warranty is given about them being completely error free

6.1.5 any complaint You have about the Service should be addressed to 'Client Services' at the address in the Contact section of the Website; it will be investigated by a senior company official not directly responsible for the service involved.

#### **7. Student Obligations**

7.1 In relation to the Programme, You shall:

7.1.1 provide Us with all the information required for registration on the Programme including information required by the Awarding Body

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

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

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

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

7.1.6 be responsible for arranging for any technical support You may require except that We will advise on the general operation of the Website during the Registration 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

7.1.7 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 Your use of Computers and/or any other resources

7.1.8 follow Our procedures for the submission of Assignments for assessment so as to meet the requirements of internal and external verification arrangements

7.1.9 not make any comments or other type of contribution to the online discussion 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

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

7.2 We shall not be liable for any failure by You to comply with paragraphs 7.1.1 to 7.1.10 of this clause 7 and You 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.

## 8. Student Copyright

8.1 To the extent that such rights are held by You, You agree 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.

## 9. Our Rights

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

9.1.1 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

9.1.2 at Our absolute discretion, to terminate the registration process where You have failed to provide Us with all the information We and the Awarding Body require in connection with Student registration procedures

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

9.1.4 at Our absolute discretion, to terminate the Programme where We consider that Our Services will not benefit You any further.

This right will only be exercised after the issues of concern have been reported to You and a reasonable opportunity given for You to respond. Should We at Our option proceed with the termination, We will be liable to refund an appropriate proportion of fees based on the number of Units not accessed by You, after taking account of registration fees payable to the Awarding Body

9.1.5 to suspend or terminate Services should You do any of the following:

- breach the obligation not to divulge your 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 Yourself in an appropriate manner when communicating with or receiving support from Us in that You use offensive language, threats, or other behaviours that can reasonably be interpreted as harassment.

9.2 If We exercise Our rights of suspension or termination, We will notify You that access to the Programme has been suspended or terminated and give the reason. You shall have no right to compensation from Us for any suspension or termination occasioned by Your breach of these Terms.

## 10. Limits to Liability

10.1 We shall not be responsible or financially accountable for:

10.1.1 any event or circumstance beyond Our reasonable control that prevents Us from providing any or all Services to any or all 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.

10.1.2 any interruption to all or some Services to Students 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

10.1.3 Your infringement of copyright or intellectual property rights whether or not the material involved was identified by Us in the Learning Materials or elsewhere

10.1.4 any actions or defaults by You in the workplace or otherwise that may be undertaken or omitted while progressing through the Programme or at any other time thereafter

10.1.5 any failure by You:

- to meet the assessment criteria necessary to pass any Assignment
- to complete the Programme within the Registration Period (including any extension of this period agreed by Us)
- to attain the Qualification

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

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

10.2.1 the Learning Materials not being compatible with or able to operate with the software or hardware on a Computer used by You

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

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

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

10.3 We shall not be liable for:

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

10.3.2 any indirect or consequential loss

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

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

10.4 Nothing in this clause 10 shall exclude liability for death or personal injury caused to any Student as a result of Our negligence.

#### **11. Limit of Financial Liability**

11.1 Our total financial liability to any Student for any breach of these Terms by Us shall be limited to an amount equal to the full fees payable for registration on the Programme. This financial limitation shall not apply to:

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

11.1.1 loss or damages arising from Our fraudulent misrepresentation

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

#### **12. Other Terms**

12.1 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.

12.2 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.

12.3 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.

12.4 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.

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

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

12.7 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.