

Definitions

In these terms and conditions, the words listed below usually have specific meanings.

Conditions	These terms and conditions. These conditions, together with your order by phone, fax, email or letter, form a legally binding contract with us. Unless you and we have agreed otherwise and confirmed in writing, we will use this contract when supplying services.
Confirmation letter	The letter we send you that sets out the location, date, time and cost of services.
Contract	The contract for us to provide services. This will be based on your phone call, fax, email or letter. We will confirm the details in our confirmation letter.
Service	Any of the services we provide for you related to the provision of accredited training. These services may include a service, audit and any other services we agree with you. These will be set out in our confirmation letter.
Centre	Businesses or individuals recognised by us as approved to deliver our accredited training or their training material accredited by us.
We/us/our	Advantage Accreditation Limited (see below for registered details) and any companies that work on its behalf.
People working with us	Our agents, subcontractors, consultants and employees.
You/your	The person or organisation that has asked for services.

Section 1: About this agreement

- 1.1 These conditions override any other terms and conditions, no matter how we or you stated them. This means that if you send us your own terms and conditions in any way (for example as part of a purchase order), these conditions will override your conditions.
- 1.2 When you order services or accept a quote from us, we will consider this an offer to buy the services. We will only accept this offer in one of two ways:
 - a) we will send you a confirmation letter that sets out when, where and how we will provide services.
 - b) occasionally we may need to start services without sending a confirmation letter. In this case, this contract will start when we start providing the services.
- 1.3 If we send you a quotation, this will be valid for 30 days from the quotation date, unless we withdraw it.
- 1.4 We and you both agree that neither party has relied on or will rely on any other agreement, document, promise, representation or warranty, other than this contract. This includes any agreements made negligently or innocently. This condition does not limit or exclude liability for fraud.
- 1.5 We will provide services for you from the date shown in our confirmation letter. The confirmation letter may also show how long we will provide the services for.
- 1.6 We would also like to draw your attention to clause 12, which relates to the automatic renewal of services.

Section 2: Provision of Services

- 2.1 The initial contract term is 2 years unless agreed otherwise.
- 2.2 You agree that you will:
 - co-operate with us in everything to do with the service we provide
 - within reason, give us and anyone working with us access to your premises, offices, data and other facilities when we request it
 - within reason, give us any documents, information and materials that we ask for, and make sure that these are accurate
 - make sure that any equipment we need to use is in good working order and suitable for its purpose, and that it conforms to all the relevant UK standards and requirements
 - obtain and maintain all the necessary licences and consents, and comply with all relevant legislation, before the service starts – this includes licences to do with your business, premises, staff or equipment
 - keep, maintain and insure any of our equipment in good condition
 - not dispose of any of our equipment unless we have agreed to this in writing
 - only use our equipment following our written instructions
 - make sure that the service is suitable for your purposes
- 2.3 If we cannot run the service, or if we have to delay it, because of anything you or anyone working with you does or fails to do, we will not be liable for any costs or losses that you or any third parties suffer as a result.
- 2.4 You will be liable to pay us all reasonable costs or losses that we suffer because you:
 - behave fraudulently or negligently
 - delay or fail in your obligations under this contract.These losses may include (this is not a complete list):
 - direct, indirect or consequential losses
 - loss of profit
 - loss of reputation
 - loss or damage to property

- losses caused by injury or death
- loss of the opportunity for us to run a service elsewhere

In this situation, we will confirm the losses and costs to you in writing.

- 2.5 We will provide our services in line with our procedures.
- 2.6 We are committed to quality and will follow our quality assurance policy at all times.
- 2.7 When we accredit your training material, we check that it meets the requirements in our course approval checklist.
- 2.8 The prices we quote for our service to accredit a bespoke course cover a reasonable amount of time to accredit an introductory level course. We allow approximately half a day for this. We may vary this price.
- 2.9 For bespoke courses, it is your responsibility to review your training materials and content regularly. If the content changes before accreditation expires, you must tell us so that we can continue our service. If the content changes significantly, we may need to charge you for re-evaluating the materials and content of the training.
- 2.10 Awards can be substituted within the agreement after an initial 6 month period, where such a substitution is agreed an administration charge of £50 per award will be made.
- 2.11 All centres are required to use the on-line client portal for the registering of courses, allocation and grading of learners.
- 2.12 A fee of £1 will be levied via the portal credits process for all learners.
- 2.13 Credits for the client portal will be purchased in advance by Direct Debit.
- 2.14 All Advantage courses must be registered 1 week in advance of the date they are being delivered; if it is found that courses have been delivered without them being registered, sanctions may be put in place including voiding all previous courses.
- 2.15 An Advantage Accreditation certificate is provided as a pdf for all successful learners, however centres may choose to print their own; if this is the case the design must be approved by Advantage and carry an approved Advantage Accreditation logo.
- 2.16 If centres are unable to use the on-line portal because their own technical issues there will be an administration charge of £20 per course.
- 2.17 When registering courses, learners and claiming certificates via the on-line service or by other means you are responsible for the accuracy of the information; if it comes to light that inaccurate information or fraudulent claims have been made there will be a charge made for audit visits, certificates maybe withdrawn, and where appropriate learners will be informed, and the contract for services may be withdrawn.

Section 3: Cancelling services

- 3.1 We may cancel our service whenever we determine it is not cost-effective to provide it. If we do this, we will always do our best to find you an alternative solution.
- 3.2 We may cancel a service if the employee or agent scheduled to provide it becomes unavailable. If this happens, we will inform you as soon as possible. We will provide you with alternative timescales.
- 3.3 If we cancel a service for the reasons described in 3.1 or 3.2 above, we will not be responsible for any financial loss of any kind that you suffer as a result.
- 3.4 If you cancel your centre registration after submitting your full application, you will still be liable to pay the full £200 registration fee in addition to any other outstanding invoices.
- 3.5 If you decide to end the use of our services at any point during the term of your contract, you will be liable to pay the full amount of subscription fees for the remainder of the term of the contract.

3.6 Table of fees:

Centre registration	100% charge
Bespoke course approval	100% charge
Audit visit:	
If cancelled within 2 days of visit	£100
If a further audit visit is required due to the non-compliance of the centre	£350

Section 4: Payment

- 4.1 The time we ask you for payment is a major term of this contract.
- 4.2 We will send you an invoice for the service fee either:
- 30 days before the service starts
 - when we send the confirmation letter, if the service is due to start in less than 30 days
- 4.3 We need to receive the full fee in our bank account within 14 days of the invoice date, or before the service starts – whichever is sooner.
- 4.4 Where a contract is agreed we require
- payment by Direct Debit into our account prior to commencement of the service
 - Direct Debit must then be made monthly as agreed for the contract term
 - where you default, the full term will be liable to be paid and the contract will cease
- 4.5 Where the service attracts a monthly subscription, the subscription will start 28 days from the date that the agreement was signed and will then be invoiced on the 1st of each month.
- 4.6 If you do not pay the fee when it is due, we may:
- block access to the client portal
 - keep any certificates until you pay the fee
 - suspend all services and cancel any future bookings until you pay all outstanding amounts, including any cancellation fee
 - charge £100 for the cost of time spent recovering the debt
- We may also take other action not listed here.
- 4.7 When a direct debit is cancelled mid contract we will generate a manual invoice with an administration charge of £50 per invoice.
- 4.8 We may offset any money that you owe us against money that we owe you. This will not affect our other rights.
- 4.9 Where money is held on account by us for you we will pay no interest on such money regardless of the period of time this money is held.
- 4.10 We will automatically add further credits to your portal account to ensure full usage of the system is available. This will be added to the monthly direct debit amount.

Section 5: Intellectual property rights

5.1 When we refer to 'intellectual property rights' in this condition, we include the following (whether registered or unregistered):

- copyright and related rights
- trademarks and service marks
- trade, business and domain names
- rights in any trade dress (uniforms)
- rights in goodwill
- rights to sue for passing off
- unfair competition rights
- rights in any computer software, circuitry, chips or databases
- moral rights
- any other intellectual property rights

We include all applications for these rights, and any renewals or extensions of these rights. We also include all similar or equivalent rights or forms of protection in any part of the world.

5.2 We will own all intellectual property rights and all other rights in any documents, products or materials that we develop, or that people working with us develop. This includes documents, products or materials that we have developed before providing a service, or that we develop while providing the service. We will license all intellectual property rights to you free of charge on a non-exclusive worldwide basis for your reasonable use at our centre. This licence will automatically end when the contract ends, and is subject to condition 5.3 below.

5.3 You acknowledge that where we do not own any of the products or materials we have listed in condition 5.2 above, you will only be able to use them when we obtain a written licence that allows you to do this.

5.4 Our logo is protected by copyright. You may only use it with our consent and a signed agreement in place.

5.5 Copyright of any training material submitted to us for accreditation is your responsibility and we can accept no liability for this.

Section 6: Confidentiality and our property

6.1 You agree that you will keep in strict confidence any of the following that are confidential, and that you obtain in any way:

- technical or commercial know-how
- specifications
- inventions
- processes
- initiatives
- personal data about any of our employees or other centres
- any other confidential information about our business or products.

6.2 We agree that you may disclose this information to any of the following who may need it to carry out your obligations under this contract:

- your employees
- your officers
- your representatives or advisers
- your agents
- your subcontractors.

- 6.3 We also agree that you may disclose this information if you are required to by law, court order or any governmental or regulatory authority.
- 6.4 You agree that if you disclose this information to any of your employees, officers, representatives, advisers, agents or subcontractors, you will make sure they also follow the conditions in this section.
- 6.5 You agree that you will only use this information to perform your obligations under this contract.

Section 7: What we are liable for

- 7.1 This section sets out what we and the people working with us are liable for to you. It covers:
- any kind of breach of the contract
 - how you use the services, documents or products
 - any representation, statement, wrongful act, omission or negligence to do with the contract
- 7.3 Nothing in these conditions limits or excludes our liability for:
- death or personal injury caused by our negligence
 - any damage or liability that you suffer due to our fraud or fraudulent misrepresentation
- 7.4 We shall under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
- 7.4.1 our total liability in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £500.00.
- 7.4.2 We shall not be liable as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

Section 8: Data protection

- 8.1 You acknowledge that:
- we may send details of your name, address and payment record to a credit reference agency
 - we may process your personal data as part of supplying services, but we will notify you when this outside of the normal course of the service
 - any data held by us will be done so securely and not passed on to any third parties without your express consent
 - the responsibility and liability for the collection and processing of personal data of learners lies with you, and you are responsible for setting your own policies on what data you store and how long it is stored for
 - following the end of your contract with us, we will store the personal data of any learners for a period of 7 years following the date of the course for liability purposes.

Section 9: Ending this contract

- 9.1 We may end this contract immediately in writing without any liability to you if any of the following apply:
- you have a bankruptcy order made against you, make an arrangement with your creditors or set up any other arrangement to do with your insolvency
 - if your organisation is a body corporate, you arrange a meeting of creditors (formal or informal)

- you start the process of liquidation (either voluntarily or not)
- a receiver, manager, administrator or administrative receiver is appointed for your organisation, or an administrator is about to be appointed
- any resolution is passed, or petition made, to wind up your organisation or put it into administration
- anyone begins any proceedings related to your insolvency or potential insolvency
- you are unable to pay your debts (as defined in section 123 of the Insolvency Act 1986)
- anyone obtains or serves any execution on your property, whether this is legal or equitable
- you fail to perform any of your obligations under this contract, or under any other contract that we have with you
- you stop trading
- if the reputation of Advantage would be damaged by continuing to provide services to you

If we end the contract for any of these reasons, we will give you immediate notice in writing. This will not affect any other rights that we or you may have.

9.2 If the contract ends for any reason:

- you must pay us all outstanding invoices immediately
- if we have provided services for you but not yet invoiced for them, we will send you an invoice that you must pay immediately
- you must return any of our equipment, documents, products or service materials. If you do not do this, we may enter your premises to collect them and you are responsible for their safe keeping until we collect them
- this will not affect our and your rights at the end of the contract
- if we have agreed or implied that any services will continue after the end of the contract, this will not be affected

9.3 If the contract ends, this does not prevent us from claiming interest from you as allowed by law or by the contract.

9.4 If the contract ends for any reason, sections 5, 6, 7, 9 and 13 will still apply.

Section 10: About this contract

10.1 At any time, we may change the services so as to comply with any safety or statutory requirements, so long as these changes do not affect the nature, scope or cost of the services in a material way.

10.2 We may from time to time change the services we provide, so long as these changes do not affect the nature or quality of the services. Where practical we will give you at least 28 days notice of any change.

10.3 Bearing conditions 10.1 and 10.2 in mind, we will notify you via email of any minor change in the terms and conditions.

10.4 No right under this contract can be waived unless:

- the waiver is in writing
- it only applies to the circumstances that it is given for

10.5 If either we or you delay using any right under the contract or in law, this does not mean we or you have waived that right (or any other right). Nor does it mean that we or you will not use that right in future. If either we or you use part of a right, this does not prevent us or you from using that right (or any other right) further.

10.6 Unless stated otherwise, any rights under this contract are cumulative and do not exclude rights under law.

- 10.7 If a court or any other authority that has jurisdiction over the contract finds that any part of it is invalid, illegal or unenforceable, that part of the contract will no longer count as part of the contract (as the court decides). This will not affect the other parts of the contract.
- 10.8 If any part of the contract is found to be illegal, invalid or unenforceable, that part will apply with the minimum changes necessary to make it legal, valid and enforceable.
- 10.9 You agree that you will not assign, transfer, subcontract, or deal in any other way with any of your rights or obligations under the contract without our written consent.
- 10.10 You and we agree that each party in this contract is acting on its own behalf and not for the benefit of anyone else.
- 10.11 Nothing in this contract forms a partnership or joint venture of any kind between you and us. This contract does not make either party the agent of another party for any reason. Neither part will have the authority to act as an agent for the other party, or to bind them, in any way.

Section 11: Notices

- 11.1 Any notices associated with this contract will be made available on our website.

Section 12: Renewal of Services

- 12.1 Your contract will automatically renew upon the expiry of the term for a further year. If you do not wish for your contract to be automatically renewed, you must notify us in writing at least 28 days prior to the expiry of your initial contracted term.
- 12.2 If your contract is renewed, the cancellation terms are as stated in Section 3.

Section 13: Governing law and jurisdiction

- 13.1 This contract is governed by the laws of England and Wales.
- 13.2 You and we agree that the courts of England Wales will settle any dispute or claim to do with this contract (including non-contractual disputes or claims).