**General Terms and Conditions of Service**

# Introduction

1.1. These terms and conditions (“**Terms and Conditions”**)confirm the basis on which we supply The Gas Engineering Training Course (“the Services”) to you, the person purchasing the Services **(“You”)**.

1.2. Please read these Terms and Conditions carefully before signing. By signing this Agreement and continuing with your purchase of our Services you are agreeing to be bound by these Terms and Conditions. Should you not wish to be bound by these Terms and Conditions then you should not proceed with any purchase of our Services

1.3. Should you require any further support or additional services over and above the Services as set out in the Proposal, or as otherwise set out within this document, then such support and/or services will be in addition to the Services agreed within these Terms and Conditions and will be dealt with by way of a separate proposal with separate terms and conditions and payment arrangements.

# About us

2.1. The Services will be delivered by Viva Training Limited **(“We”, “Us”),** 13910938. Our registered office is at West House, Kings Cross Road, Halifax, United Kingdom, HX1 1EB.

# The Services

3.1. Delivery of the Services shall commence on the start date in your confirmation email or such other date as we agree in writing, and will continue until the Services have been delivered or this Agreement is terminated in accordance with these Terms and Conditions, whichever occurs first.

3.2. We agree to deliver the Services with reasonable care and skill consistent with best practices and standards applicable in our professional marketplace and we agree to comply with all relevant regulations, guidance, standards and codes of conduct that apply or are relevant to the provision of the Services.

3.3. We shall endeavour to deliver the Services in accordance with the timescales set out in the confirmation email, or as otherwise agreed between us, but time for delivery shall not be of the essence and you shall not be entitled to terminate this Agreement or seek damages or any other remedy should there be a delay or any change to the timescales as agreed.

3.4. In delivering the Services, we may engage the services of our employees, contractors and other third-party providers as we deem necessary.

3.5. Whilst we shall make every effort to deliver the Services in accordance with the details as set out in the confirmation email, we reserve the right to amend, revise or make changes to the Services or cancel, amend, change or reschedule any part as is reasonably required by us without any notice to you. Where changes or amendments are

made, we shall ensure that the Services still matches the description provided to you at the time of your purchase, save that we shall not be prevented from making any beneficial changes to the Services which mean that the original description is enhanced. We shall not be liable for any changes or cancellations that are made.

3.6. As part of delivery of the Services we may provide you with materials, information, videos, resources, data and other content **(“Resources”).** By completing your purchase, you agree and accept that all such material remains our confidential and proprietary intellectual property and belongs solely and exclusively to us and can only be used by you in connection with your use of the Services and should not be copied, disclosed, or used for any commercial reasons without our express consent.

3.7. As part of the Services you will have access to interactive or live training, teaching, coaching or information sessions **(“the Sessions”),** the dates and times of these Sessions will be arranged by us and notified to you by email. It shall be your responsibility to attend the Sessions as arranged and no alternative or replacement dates or times shall be offered if you are unable to attend for whatever reason.

# Your Obligations

4.1. Your purchase of the Services is a contractual offer that we may, at our sole discretion, accept. After confirming your purchase, you will receive an email from us acknowledging that we have received notification of your order. A legal binding agreement will be formed when we send you the confirmation email.

4.2. By purchasing our Services, you agree and warrant that you:

4.2.1. are legally capable of entering into binding contracts;

4.2.2. are at least 18 years of age; and

4.2.3. will ensure that all of the information that you provide to us is true and accurate.

4.3. You shall be responsible for providing us with all necessary and relevant information, data, content and documentation, **(“Materials”)** that we require to enable us to properly and effectively deliver the Services.

4.4. We shall not be liable for any delay in the delivery of the Services which is caused by your failure to provide, or delay in providing, any Materials that we request to enable us to effectively deliver the Services.

4.5. You accept and understand that you are solely responsible for making decisions and taking appropriate action as a result of any matters reviewed or discussed during the delivery of the Services and that we shall not be liable for your failure to make decisions or put into action any plans, or for any results whether direct or indirect arising out of the delivery of the Services.

4.6. We respect your privacy and confidentiality and we ask that you respect the privacy of other individuals accessing the Services **(“Course Attendees”)**.When attending teaching and other group classes and Sessions you agree:

4.6.1. to act in a reasonable and responsible manner at all times and not to act in a manner which may cause offence, distress or alarm to any Course Attendee or any other individual accessing the Sessions;

4.6.2. not to record any Sessions, for your personal use or otherwise;

4.6.3. not to share information, whether expressed to be confidential or not, that is shared by another Course Attendee;

4.6.4. not to capture or share images of any other Course Attendee or that include any other Course Attendee without that individual’s express permission;

4.7. Should you have any concerns as to the delivery of the Services you agree to notify us of such concerns by email as soon as possible and allow us reasonable time to investigate your concerns before you take any further action. For the purposes of this clause, further action shall include stopping payment or making any chargeback or similar claim.

4.8. You accept that purchasing the Services does not establish any form of legal business relationship and that we are only liable to you in respect of the services provided and to the extent as set out within these Terms and Conditions.

4.9. You agree and acknowledge that we shall communicate with you by email without encryption, or such other method as is agreed between us in writing, and that we shall not be liable for any loss or damage arising from the copying, mis-direction or interception of any of our communications.

4.10. In the event that you refuse to comply with this Clause 4 then we shall be entitled to stop the provision of the Services and terminate our arrangement.

4.11. You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:

4.11.1. any of these Terms and Conditions;

4.11.2. your access to and use of the Services.

# Fees and Charges

5.1. Our Fee for delivering the Services, Inclusive of VAT is As per your invoice (“the Fee”).

5.2. Payment of the Fee shall be made in Pounds Sterling by bank transfer using the bank details as set out on the invoice. Card payments will be accepted but incur a 3% additional surcharge.

5.3. The Fee is payable as agreed and set out in the invoice. The first instalment must be received in cleared funds (the "**Initial Payment"**), prior to commencement of the Services.

5.4. All deposits shall be non-refundable unless we fail to deliver the Services by reason of our own fault or failure.

5.5. The time for payment of the Fee or any other sum payable in accordance with this Agreement shall be of the essence of this Agreement.

5.6. Payment of the Fee or any other sum shall be made without deduction or any withholding except as is required by law.

5.7. Cleared payment of the Fee or the first payment of any instalment arrangement must be received by us before you are entitled to access the Services.

5.8. Where you wish to make payment of the Fee by credit or debit card then you authorise us to charge your debit or credit card to obtain payment of the Fee. In the event payment is rejected by your debit or credit card provider, or payment fails, but you have still received access to the Services then you agree to be responsible for payment of the Fee within 7 days from access to the Services being provided.

5.9. We reserve the right to vary the amount of the Fee at any time. The Fee that is shown on our Website [www.vivatraining.co.uk](http://www.vivatraining.co.uk) or other at the time your purchase is made is the price that you will be required to pay.

# Late Payment

6.1. You shall be responsible for ensuring that payment of the Fee, any instalment of the Fee, or any other sum is paid in full and on time in accordance with the payment terms set out above.

6.2. If a payment is beyond 7 days overdue, we shall be entitled, without prejudice to any other right or remedy available to us, to:

6.2.1. withhold delivery of the Services until payment is made in respect of the outstanding amount; and/or

6.2.2. apply a fixed administration cost of £75 to your account; and

6.2.3. apply interest on a daily basis to the outstanding amount from the date payment is due until full payment is received. Interest will be calculated on the outstanding amount at a rate of 5% over the Bank of England’s base rate from time to time and will be added to the outstanding Fee daily until payment is received in full.

6.3. In the event payment is beyond 30 days overdue then we shall be entitled to terminate this Agreement and instruct a collection agent or solicitor to seek recovery of the Fee along with interest and any accrued costs incurred in taking such action.

# Refund Policy

7.1. No refund policy shall apply to your purchase of the Services.

7.2. You accept and understand that in light of the no refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. Should you have any concerns about the Services then you agree to raise your concerns with us in accordance with the terms of this Agreement. In the event you choose to pursue a chargeback claim without first contacting us, then you accept that such action shall constitute a breach of this Agreement and you shall indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

# Cancellation and Termination

8.1. You shall have the right to cancel this arrangement by providing notice to us by email to hello@vivatraining.co.uk In accordance with Clause 7 despite cancellation, no refunds will apply.

8.2. Upon cancellation or termination pursuant to these terms and conditions, all payments in respect of the Fee shall become immediately due and payable.

8.3. We reserve our right to terminate your access to the Services and any associated Sessions or Resources, with immediate effect, and without refund, if you:

8.3.1. commit a material breach of your obligations under these Terms and Conditions; or

8.3.2. fail to provide payment of any amount due in respect of the Fee as and when it becomes due; or

8.3.3. have a bankruptcy petition presented against you or you are subject to a bankruptcy order; or

8.3.4. enter into an insolvency arrangement; or

8.3.5. are otherwise unable to pay your debts; or

8.3.6. cease trading or an administration or winding-up order is made or an administrator or receiver is appointed over your business.

8.3.7. are subject to any of the circumstances as set out in clause 8.4.

8.4. We shall be entitled to limit or cancel your access to the Services or suspend, and/or terminate the arrangement without refund of any Fee, whether paid or remaining due and payable, if we reasonably determine that you are:

8.4.1. becoming disengaged, disruptive or if you impair the provision of the Services or the enjoyment of the Services by any of our Course Attendees. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the Services, failing to respond positively to requests for further information or other contact, repeatedly ignoring

or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence; and/or

8.4.2. falling behind other Course Attendees through lack of attendance or disengagement in theory or practical work.

8.4.2.1. Attendance must be greater than 90% to sit your exams at the end of the course.

8.4.2.2. Attendance 70-90% you will be expected to undergo additional training at the current centre day rate or course cost (whichever is most applicable) to take attendance to 90% or higher.

8.4.2.3. Attendance less than 70% you will not be able to proceed to sit your exams at the end of the course and will need to resit the course at the current course rate.

8.4.2.4. The student is responsible for ensuring your attendance is correctly logged on a daily basis. Failure to log your attendance using the communicated method (i.e. paper register or online system) will result in nil attendance being shown for that day.

8.4.3. failure to form and maintain effective working relationship with Portfolio Providers.

8.4.4. Suspected of being under the influence of alcohol or drugs whilst in the training centre or on portfolio placement.

8.4.5. failing to follow or abide by any of the terms set out within this document or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

8.5. The arrangement between us may be terminated by either one of us providing the other with written notice in accordance with these Terms and Conditions in the following circumstances:

8.5.1. either one of us commits a material breach, and in the event that it is a breach being capable of remedy, the Party in breach fails to remedy the breach within 14 days of being notified of the breach by the other Party; or

8.5.2. either one of us commits a material breach which is incapable of being remedied; or

8.5.3. by providing 1 month notice of cancellation. Please note that, despite cancellation, no refunds shall apply.

8.6. We reserve the right to terminate this Agreement, with immediate effect, where we reasonably believe that you are acting contrary to any applicable law or you are acting in a way which may cause damage to our business and/or reputation or which may bring our business into disrepute.

8.7. Upon termination of this Agreement for any reason:

 8.7.1. Any sum owing to us shall become immediately due and payable.

8.7.2. All clauses which either expressly or by their nature relate to the period after the delivery of the Services or expiry or termination of the same shall remain in full force and effect;

8.7.3. You shall cease to use, either directly or indirectly any Confidential Information and any Content, and shall immediately return to us any documents in your possession or control that contain a record of any Confidential Information or Content.

# Confidentiality, Intellectual Property and Data Protection

9.1. In order to benefit fully from this arrangement, both parties agree that they shall not, either directly or indirectly, communicate or disclose, make available to, or use for their own purposes, the other party’s ideas, know-how, business practices, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information (collectively, “**Confidential information**”) that may be disclosed as part of this arrangement.

9.2. Both parties agree to keep the Confidential Information belonging to the other party confidential and secure.

9.3. Confidential Information for the purposes of this Agreement excludes any information that was already known by a party prior to being provided with that information by the other party, is already accessible in the public domain, can be shown to be provided by a third party separately from this Agreement, or which has been produced, developed or collated independently and without any breach of the terms of this Agreement.

9.4. Unless otherwise expressly set out, we are the exclusive owner of all rights in the Resources, along with the rights in our business name, group names, domain names, and any copyright, trademarks or other intellectual property rights.

9.5. As part of this Agreement, we shall grant to you a personal, limited, non-exclusive, non-transferable, royalty free, revocable licence to access and use any Resources provided by us for the purposes intended by this Agreement. We reserve the right to revoke this licence at any time by providing you with written notice. This licence will automatically terminate upon termination of this Agreement, for whatever reason.

9.6. You agree to us processing your personal data in connection with your purchase and use of the Services or these Terms and Conditions, will be maintained by us and stored, accessed and processed in accordance with recognised data protection laws and legislation including the General Data Protection Regulation 2018 **(“GDPR”)** and we shall only process your personal data to the extent reasonably required to enable proper delivery of the Services. For full details of how we process, use, collect and store your personal data please refer to our privacy notice which is available on request.

9.7. We agree not to disclose any personal data to any third party other than our employees, contractors, agents or advisors, to the extent necessary for the performance of the Services, and shall ensure that any such persons agree to process the data in

compliance with the relevant data protection legislation, namely the General Data Protection Regulation 1998 **(“GDPR”).**

9.8. In the event you choose to share comments, information, content, photos, graphics or images **(“Content”)** with us then in doing so you are granting to us, free of charge, permission to use that Content in any way as part of our business services. Such uses shall include advertising and marketing.

9.9. Where you choose to share Content with us as defined above, you confirm that you have the legal right to share that Content and that it does not infringe any third party’s intellectual property or other rights.

9.10. By purchasing the Services, you hereby agree and undertake that from the date of purchase:

9.10.1. not to infringe any of our, or our Course Attendees copyrights, patents, trademarks, trade secrets or other intellectual property rights;

9.10.2. that any Confidential Information disclosed by us, or Course Attendees is confidential and proprietary, and belongs solely and exclusively to us or the person disclosing it;

9.10.3. not to disclose such Confidential Information to any other person or use it in any manner other than during access to the Services or as otherwise expected as part of the provision of the Services;

9.10.4. that all Content, materials, resources, information and any data provided by us or other Course Attendees, is that person’s confidential and proprietary intellectual property and belongs solely and exclusively to them, and may only be used by you as expressly authorised by us or them; and

9.10.5. the reproduction, distribution, broadcasting, transmission and/or sale of any content, information, resources or materials provided during provision of the Services or at any time thereafter by anyone but

us is strictly prohibited. You agree that in the event of any breach of their obligations contained in this Agreement then damages, loss or irreparable harm may arise and that in such circumstances we will be entitled to seek relief, including injunctive relief against you.

9.11. Where you provide us with a testimonial, review or similar information **(“Review”)** then in doing so you consent for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to lawfully promote our business. You can amend your consent at any time by emailing us.

9.12. The obligations set out above shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings, to allow us to obtain legal advice, or where we have been directed to do so by a court or other body of equivalent jurisdiction.

9.13. The provisions of this Clause 9 shall continue in force in accordance with their terms notwithstanding the termination of the arrangement for any reason.

# Liability

10.1. Your purchase of the Services and compliance with these Terms and Conditions does not constitute or imply any business relationship other than as set out within this Agreement.

10.2. This Clause 10 sets out our entire financial liability for any breach of this Agreement, and any representation, statement, or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.

10.3. We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

10.3.1. any indirect, consequential or special damages, losses or costs;

10.3.2. any loss of profits, business, data, reputation or goodwill or any such anticipated losses;

10.3.3. any failure to deliver the Services where we are prevented due to a reason beyond our reasonable control; or

10.3.4. any losses arising from your choice of the Services or your use of the Services once delivered.

10.4. In the event you incur damages as a result of our default or breach of this Agreement, our entire liability under this Agreement is limited to the amount of the Fee paid by you as at the time the loss is sustained. You agree and acknowledge that this clause 10.4 is fair and reasonable given the nature of this Agreement and the provision of the Services.

10.5. Subject to Clause 10.4, our total liability towards you, arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the total Fee payable or paid under this Agreement within the 12 months prior to the date on which the liability arose.

10.6. Whilst we have made every effort to accurately represent the Services, any testimonials and/or examples of results experienced by others are not intended to represent or guarantee that you will achieve the same

 or similar results. As with any business endeavour, there is an inherent risk of loss of capital and we make no guarantee, representation or warranty, whether express or implied, with respect to the results that may be experienced and you accept and acknowledge that we are not able to guarantee or warrant the outcome of the Services.

10.7. You agree to indemnify us against any costs, liability, damages, losses, expenses or claims that we incur as a result of your default or violation of this Agreement or any claims by third parties relating to infringement of any intellectual property rights.

10.8. We shall not be liable for any loss or damage suffered by you that arises from:

 10.8.1. your failure to follow any instructions that we provide; or

10.8.2. any failure to deliver the Services where we are prevented due to a reason behind our reasonable control; or

10.8.3. any losses arising from your choice of Services requested or your use of the Services once delivered.

10.9. During the term of this Agreement, and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or clients, or our or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or clients.

10.10. In the event a dispute arises in connection with the provision of the Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then legal action can be commenced.

# Assignment and Sub-Contracting

11.1. We reserve the right to assign, mortgage, charge or sub-license or otherwise delegate any of our rights arising out of, or in connection with this Agreement, or sub-contract or otherwise delegate any of our obligations to any third party or agent.

11.2. We shall be permitted to use our employees, agents or other qualified consultants to deliver the Services.

# Notice

12.1. Where reference in these Terms and Conditions is made to the provision of a notice then any such notice shall be validly served if sent by email to the address of the other party as set out in the Proposal and shall be deemed served, upon receipt of a valid delivery notification, if prior to 5pm UK time, or at 9am the following business day.

# General

13.1. The provision of services, as laid out in this agreement does not guarantee Course Attendees will achieve the relevant standards required by the awarding body. We retain no liability for costs associated with you failing to achieve the appropriate standard, and you will not be legible for a refund as set out under clause 7.

13.2. The failure of either one of us to actively enforce any provision of this Agreement shall not prevent that party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.

13.3. In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

13.4. This Agreement represents the entire agreement between us and supersede all other negotiations, drafts, correspondence and discussions prior to the execution of the Proposal.

13.5. Every effort will be made to deliver the Services in accordance with this Agreement but we shall not be liable for any delay or failure in delivery of the Services should we be prevented or delayed due to any act, event, omission or accident beyond our reasonable control **(“Event”)**, including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur then time of delivery of our Services shall be extended until a reasonable time after the Event preventing or interfering with the delivery of our Services, and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof.

13.6. Where an Event arises, we shall provide you with a notice in writing sent to the email address which you provide to us, and which it shall be your duty to inform us should it change, setting out the nature and extent of the Event and any steps we are taking to mitigate the impact and effect of the Event.

13.7. Should the Event continue for longer than 6 months then either one of us shall be entitled to terminate this Agreement by providing the other with 14 days’ notice in writing. Termination in these circumstances shall be without prejudice to either of our rights in respect of any breach of the Agreement occurring prior to termination. Any refunds will be considered at our discretion.

13.8. You agree and acknowledge that, in entering into this Agreement, you have not relied on any representation, warranty or other provision made by us, except as expressly provided for in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.9. No modification to this Agreement shall be effective unless in writing and signed by both parties.

13.10. Save as provided for in clause 10.9 the Contracts (Rights of Third Parties) Act 1999 shall not apply.

13.11. This Agreement is to be governed by and construed in accordance with the Laws of

England and Wales and we both agree to the exclusive jurisdiction of the Courts of

England and Wales in respect of any dispute and/or legal proceedings in respect of this Agreement and any matter arising hereunder.

# Schedule 1 : Service Details

Subject to you providing payment of the Fee, the Services shall be delivered as follows:

1. Gas Engineering Theory & Practical In-Training Centre

1. Provision of Portfolio Placement to a minimum of Combination Boiler Installs (for Portfolio Placement bookings only)

3. Guidance in Portfolio compilation.

I sign to state I have read and understand these General Terms and conditions of service

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: / /