



# AEE TERMS & CONDITIONS

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DR JULIE MCFARLANE  
ACADEMY OF ENTERPRISE EDUCATION



# Terms & Conditions

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## TERMS AND CONDITIONS (TERMS)

By visiting our website as ("visitor"), providing services as ("Consultant") and by accessing our services as ("student"), you agree to be bound by the Terms and Conditions ("Agreement") of The Academy of Enterprise Education (AEE) [www.aeee.co.uk](http://www.aeee.co.uk) a Company established in Scotland, UK, registered as a limited company with registration number SCO690807) G71 8PB, and having its office at Level 3, 77 The Fairways The Oaks, Bothwell, Glasgow, G71 8PB hereinafter, ("the Company", "We", "us"). We may modify this Agreement at any time, and such modifications shall be effective immediately upon posting the modified Agreement on the platform.

*" Promoting equality and valuing diversity are fundamental to our mission. We will not accept unfair discrimination or less favourable treatment on the grounds of race, sex, gender, sexual orientation, age, religion or belief, disability, marriage and civil partnership, gender re-assignment, pregnancy, and maternity. The principles of inclusiveness, tolerance and fairness are central to our legitimacy as an organisation that campaigns for universal enjoyment of human rights, without discrimination in compliance with the UK Equality Act of 2010 "*

### 2. YOUR ACCEPTANCE

By using or visiting this Website and the Online Content and Courses, you confirm that you have read, agree and are in compliance with these Terms and the Policies (each as amended from time to time). Use of the Website and access to the Online Content and Courses by anyone under the age of 16 is strictly prohibited.

Your use of and access to this Website and the Online Content and Courses are subject to the following conditions, and you agree that failure to comply with any one of the Acceptable Use Conditions will constitute a breach of these Terms. The Acceptable Use Conditions are as follows:

- You agree to use the Website and access the Online Content and Courses only for lawful purposes and your use of the Website and Online Content and Courses is in no way unlawful or fraudulent and does not have the intention or effect of damaging us or our Institutional Partners either reputationally or financially.
- You agree not to use or access the Website or the Online Content and Courses for the purpose of contacting, harming, or attempting to harm minors in any way.
- You agree not to distribute all or any part of the Website or Online Content and Courses in any medium without our prior written consent unless such distribution is offered through the functionality of the Website and permitted by these Terms.
- You agree not to alter or modify any part of the Website or the Online Content and Courses.
- You agree not to access the Website or Online Content and Courses through any technology other than the software provided by us or enabled via APIs or other generally available third-party web browsers such as Chrome, Firefox or Safari.

- You agree not to (and will not attempt to) circumvent, disable, or otherwise interfere with any security related features of the Website or any features that: (i) prevent or restrict use or copying of content; or (ii) enforce any limitations on you, the use of the Website or access to the Online Content and Courses.
- You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- You agree not to use or access the Website or Online Content and Courses for any commercial uses or for the benefit of any third party, including but not limited to: the sale of access to the Online Content and Courses or any associated content, the solicitation of business in the course of trade or in connection with a commercial enterprise; and the solicitation of any Visitors or Students of the Website with respect to their content for commercial purposes.
- You agree to use the Website and access the Online Content and Courses in a way which does not infringe the rights of third parties or restrict or prevent anyone else's use and enjoyment of the Website, Online Content and Courses.
- You agree not to ask for, collect or harvest any personal data of any Visitor or Student of the Website or Online Content and Courses.
- You agree not to post, upload, email or otherwise transmit to or otherwise cause us to email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes.
- You will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Website (including without limitation the Online Content and Courses) for any other purpose other than as permitted by these Terms without our prior written consent.
- You agree not to use the Website or the Online Content and Courses in any manner intended to damage, disable, overburden or impair any of our servers or the network(s) connected to any of our servers, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Website.
- You agree not to use any high volume, automated, or electronic means to access the Website or the Online Content and Courses (including without limitation robots, spiders or scripts);
- You agree not to access or attempt to access any other Consultant, Visitor or Student's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present.
- You agree not to force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Website; and
- You agree not to send, knowingly receive, submit, download, use or re-use any material which does not comply with these Terms and the Policies.

- You agree to comply with these Terms in relation to any Student, Consultant, or Online Content provided by you in connection with the Online Content and Courses.
- You acknowledge and agree that the form and nature of the Website and Online Content and Courses which we provide may change from time to time without prior notice to you.
- Whilst we do all we can to ensure that the Online Content and Courses are of a high standard, you understand and acknowledge that, in using the Website and Online Content and Courses, you may be exposed to content from our Partner Institutions, consultants or consultants that is factually inaccurate, offensive if taken out of context, indecent to certain people, or otherwise objectionable to you. We are not responsible (legally or otherwise) for any claims you may have against us in relation to this type of content.
- You acknowledge and agree that we may stop (permanently or temporarily) providing the Website, Online Content and Courses (or any part of the Online Content and Courses) to you or to Students generally for whatever reason, at our sole discretion, without prior notice to you.
- You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of that breach (including, but not limited to, any loss or damage which we or any third party may suffer).

### 3. ACCESS AND COMMUNICATION

Subject to the consumer guarantees provided for in consumer protection legislation (including the Consumer Scotland Act), The Academy of Enterprise Education (AEE) does not warrant that you will have continuous access to the Website. The Academy of Enterprise Education (AEE) will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

The Academy of Enterprise Education (AEE) does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and The Academy of Enterprise Education (AEE) does not guarantee the security or confidentiality of these communications or the security of the Website.

The Academy of Enterprise Education (AEE) does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

Details contained on the Website relating to goods and services have been prepared in accordance with Scottish law and may not satisfy the laws of another country. The Academy of Enterprise Education (AEE) does not warrant that:

- The goods or services available on this Website; or the Website and its content, comply with the laws of any other country. It is your responsibility to determine whether the goods or services comply with the laws of your jurisdiction.
- If you access and use this Website or its content from outside the UK, you do so at your own risk.

#### 4. WEBSITE LICENSE AND USE

The Academy of Enterprise Education (AEE) grants you a non-exclusive and non-transferable license to use the Website for your own personal use for educational purposes as student, consultant or visitor. You may not download (other than page caching) or modify the Website or any portion of the Website. Any Content that you post on the Website or otherwise provide or communicate to The Academy of Enterprise Education (AEE) will be treated as non-confidential and non-proprietary information.

#### 5. THIRD PARTY AND INDUSTRY INVOLVEMENT

In delivering our Courses, we may partner with different organizations to enhance our students' learning experience. To do so, it may be a requirement of undertaking a Course that students agree to provide their personal information to one of our partner organizations, or to comply with additional terms and conditions.

For some of these Courses, you may not be able to enrol in or complete it without agreeing to the third-party terms. Where it is required, when you enrol in a Course supported or transmitted by a third party, you are taken to agree to those party's terms and conditions, as well as their privacy policies. Otherwise, you will be taken to agree to those party's terms and conditions when you use the particular service or function (eg chat subject forums, or calendar booking functions).

These third parties may be based overseas in countries like the USA or Canada, as well as countries in Asia (eg China, India, Singapore) and Europe (eg UK, Spain). Some of our current third-party partners and providers include:

ZOOM cloud meetings to enable class participation. See ZOOM's terms and privacy policy.

Third party websites may be governed by their own terms of use (including a different privacy policy), which will apply to your use and acquisition of products from third party websites. We strongly recommend that you read their terms and conditions.

We make no representations or warranties and are not liable for the content, accuracy, damage of any act occasioned by third party services and websites.

## 6. REGISTRATION AND ACCOUNTS

You must maintain the confidentiality of all login identification name/numbers, passwords and similar information given to you ("Login Information"), and you must not allow or authorize any other person to use your Login Information.

You must immediately notify us of any suspected or actual unauthorized use of your Login Information.

You must only use those facilities on the website which you are authorized to use (depending on your level of membership) and you agree not to attempt to circumvent any access restriction mechanisms on the website.

We may in our sole and absolute discretion, for any reason and without notice:

- (a) alter or withdraw any functionality on the website.
- (b) withdraw or suspend your access to all or any part of the website and your account.
- (c) monitor your use of the website.
- (d) subject to any applicable laws, treat any material that you transmit or display as non-confidential and non-proprietary; and
- (e) edit or remove any material that you have may have uploaded, posted, emailed or otherwise transmitted to the website.

## 7. TERMS APPLICABLE FOR STUDENTS

The Academy of Enterprise Education (AEE) is an online re-education provider. We offer you online accredited training programs or courses in several areas. We partner with specialist academic experts who deliver programs based on their specialism and your needs. You have the option to purchase one of our full-time, intensive or self-study program.

You will be asked to sign to confirm your acceptance of this terms and conditions upon enrolment and by doing so you warrant that you have read, understood and agree to the terms of this Agreement, and understand that a legally binding contract is then formed between you and AEE.

AEE reserves the right to make reasonable changes at any time to the Agreement as it deems appropriate or necessary.

### *7.1 Your Programme*

AEE will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your Pathway, Courses and Modules. Specific details relating to the delivery of your Programme will be provided before or at the time of your enrolment on your Programme.

I. Programme and learning environment	
You can expect AEE to:	AEE expects you to:
Act openly and in good faith always.	Be honest and truthful in all your dealings with AEE. You should note that this agreement can be terminated if it is discovered that you have made false statements to AEE or have failed to disclose significant information.
Make reasonable efforts to provide you with the tuition and learning support associated with your programme with reasonable care and skill.	Take responsibility for your own learning, working in partnership with staff to become a self-reliant, independent learner.
Make reasonable efforts to deliver your programme as offered.	Pursue your studies diligently, contributing effectively to your programme and not to hinder the studies of others.
Let you know as soon as possible if AEE needs to alter anything related to your programme, such as a change in timetabling, location, type of class, assessment, or syllabus.	Attend teaching and learning events associated with your programme, subject to absence for medical or other agreed reasons.
Give you access to all formal AEE policies, including regulations, codes of practice and guidelines, within which your programme will be delivered.	Familiarise yourself and comply with relevant regulations, including those relating to your programme and the award for which you are enrolled.
Comply with all obligations under the applicable data protection legislation.	Provide accurate contact information and update it as soon as it changes. This will help AEE to contact you quickly as and when needed.
Conduct fair procedures for dealing with students who disclose criminal convictions either before or after enrolment, and other non-academic programme requirements.	Disclose any unspent criminal convictions and cautions when applying to AEE and during your studies. "Unspent convictions" are defined in the <u>Rehabilitation of Offenders act 1974</u> .  Your programme may also be subject to other non-academic requirements set in the light of the expectations of relevant professional, statutory, or regulatory bodies. Your continuing enrolment on such a programme will be dependent upon your continuing to satisfy these requirements.
Make publicly available (and annually update if required) details of the tuition fees and any other expenses relating to all the programmes of study offered by AEE.	Make sure all tuition fees and other expenses relating to your programme are paid by the due date and agree to be bound by AEE's regulations on the payment of fees.



Provide you with a fair, equitable and supportive environment in accordance with AEE's equality and diversity policy.	Comply with AEE's rules and regulations regarding our dignity & respect policy.
Provide clear information about your programme and modules, and about AEE's expectations of what you need to achieve to complete your programme successfully.	Be aware of the information provided to you about AEE and your programme and know where to look for reference to detailed information, and guidance, whether electronic or paper based.
Communicate with you by post, phone or via email address as appropriate.	Check your email and LMS chat account regularly and frequently both during and outside of term time.
Encourage a professional and responsible learning environment and suitably support you, academically and pastorally.	Play an effective part in the academic community and respond to requests to give your opinion about your learning and other experiences at AEE.
Carry out regular monitoring of the quality of learning and teaching offered as part of your programme.	Contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students.
<b>ii. Accountability and conduct</b>	
You can expect AEE to:	AEE expect you to:
Treat you professionally and with respect.	Treat AEE faculty with respect; not to harass any other student, staff, or member of the public; and to refrain from causing damage to property at all times whilst you are a student of AEE
Act in accordance with college procedures and academic regulations:  1. Give you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you; and  2. Operate a fair and transparent disciplinary procedure.	Be aware of AEE's procedures and academic regulations, including the rules relating to submission of mitigating circumstances, complying with deadlines by which representations must be made.
Take reasonable care to keep your personal details always secure, and to comply with AEE's	Ensure that the personal details AEE holds about you, including your current term-time and home

### 7.2 Complaints

If you wish to make a complaint about AEE, you must use AEE's complaints and compliments procedure. This procedure has been devised to help to resolve any complaints by you as promptly and fairly as possible. AEE complaint procedure is available from AEE website.

### 7.3 SUSPENSION FROM PARTICIPATION

We reserve the right to suspend or terminate your account or access to our website at our sole discretion if we believe that you have breached these Terms of Use. In the meantime, you may be notified if we consider you breached these Terms of Use, and we will provide remedy actions to those breaches.

If there is a Suspicious behavior from unrecognized IP addresses\*, sharing of confidential account information such as: usernames and passwords, or giving access to non-paid-up members, including family and friends to any of our training courses, you will be notified about a breach of these terms and conditions; this may cause you or your organization be suspended either temporarily or permanently from accessing our online training content.

\*All IP addresses interacting with our platform are collected during the login to any of our websites.

If you are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Programme.

If between accepting the Offer and starting your Programme there is a change of your circumstances which, in AEE's reasonable opinion, makes it inappropriate for you to study on your Programme.

If AEE become aware of information about you which AEE did not know before and which, in AEE's reasonable opinion, makes it inappropriate for you to study on your Programme.

If based AEE's reasonable opinion you have failed to provide AEE with all relevant information, or have supplied false or misleading information, relating to your application for your Programme.

If your behaviour represents a significant risk to the health, safety or welfare of yourself or others.

If you have committed a material breach of this Agreement which is irremediable or, if remediable, you have failed to remedy within such period that AEE has afforded you.

If you repeatedly commit breaches of this Agreement such that AEE is of the opinion that your conduct is not commensurate with an intention to comply with this Agreement.

### *7.4 Termination*

This Agreement will end automatically:

- a. if you withdraw from your Programme at AEE.
- b. if you are required to withdraw in accordance with AEE's disciplinary or non-academic requirements procedures or by a decision of the appropriate board based on your academic performance.
- c. when you complete your Programme; and/or

d. for non-payment of fees in accordance with AEEs' fee regulations.

You will have the right to submit a complaint should the relationship between you and AEE be terminated under this sub-section.

If you fail to meet the conditions of the Offer or if you have not already enrolled at the time of termination AEE shall be entitled to refuse to enrol you on your Programme. If, at the time of termination you have enrolled, AEE shall be entitled to require you to stop studying on your Programme and leave AEE immediately.

On termination, you are required to return all property owned by AEE. You must pay all outstanding fees immediately.

Any action AEE take under the above provisions will not restrict its ability to take any other action against you that AEE have the right to take.

Termination of this Agreement howsoever arising shall not affect any provisions coming into or continuing in force which are to do so either expressly or by implication.

### *7.5 Cancellation*

You have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire the earlier of 14 days from the day you received the material information relating to your course for which you have accepted the Offer of a place or 14 days from you signing the liability form at enrolment.

To cancel your contract with us, you must inform AEE of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post or e-mail), including the word 'cancellation' in the subject.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### *7.6 Effect Of Cancellation*

If you cancel this Agreement as set out above, AEE will reimburse to you all payments received from you.

AEE will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this Agreement.

AEE will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### *7.7 Cancellation After The Statutory Cancellation Period*

If you cancel the Agreement after the statutory cancellation period has expired, AEE will not refund payments received from you. Depending on when you cancel the Agreement (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in AEE's Tuition Fee Policy at the time.

### *7.8 Courses That Begin Within The Statutory Cancellation Period*

If your course is due to begin within 14 days of the date on which you receive the material information or sign the liability form, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the Agreement within the cancellation period, you will be liable to pay a proportion of fees to cover the period from the commencement of AEE's service to you to the date of cancellation.

### *7.9 Payment Of Fees*

The responsibility for the timely payment of tuition fees and all other charges incurred at AEE lies exclusively with you unless the otherwise agreed in writing with AEE.

You must make the required payment promptly on demand for fees and charges due to AEE or other parties helping deliver part of your Programme. When someone else is responsible for payment on your behalf, you must ensure that the designated person does so. You remain responsible if they do not pay. Demand for payment will be made in accordance with AEE's practice at the time, and additional charges may be levied if payment is not made as required.

If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from AEE. If any fee or charge remains outstanding after the due date, AEE reserves the right to terminate services this Agreement. AEE may take such action (including legal action) as it deems necessary to recover such fee or charge. In addition, where there is non-payment of fees AEE may exclude you from AEE, prevent you sitting examinations, withhold certificates, and prevent your re-enrolment.

You agree that the full fee is payable if you decide not to complete the Programme and that refund of fees will only be made in accordance with the provision set out in the Tuition Fee Policy 2020/21.

### *7.10 No Distribution Of Services*

You agree not to reproduce, duplicate, copy, share, sell, distribute, trade or otherwise disseminate or exploit for any purposes any portion of the Services or any other goods and services provided in connection therewith (including course materials), including but not limited to permitting any third party access to the Services or any other goods and services provided in connection therewith (including course materials).

## 8. GENERAL

### 8.1 Privacy

We are committed to protecting the privacy of its students, consultants, and users of the Site. See our privacy policy for more information.

You agree to personal information about you being handled in accordance with:

- (a) The Academy of Enterprise Education (AEE) privacy policy.
- (b) any policies, directions, statements, or agreements on the website.
- (c) these terms and conditions; and
- (d) the regulations and procedures of relevant provider institutions.

Some information collected by the Site about you will not in itself identify you but will provide information about your use of the Site (for example, 'cookies'). Such information may be collected and used by The Academy of Enterprise Education (AEE) to track use of the Site, for the purpose of improving services offered by The Academy of Enterprise Education (AEE) or by education providers who participate on the Site.

Where the company is in receipt of an information request pursuant to the Freedom of Information (Scotland) Act 2002 or any analogous regulations in respect of Confidential Information relating to this Agreement or to the Services (the "Request") it shall make an analysis as to whether the Confidential Information or other information requested can benefit from an exemption from disclosure. If it considers that disclosure is legally required and makes the requested disclosure, no liability shall attach thereto.

### 8.2 Content

The company has the right, but not the obligation, to monitor any information, course content, comment, content, communication, advice, text, or other material (Content) made available or posted on the Website. This company reserves the right, in its absolute discretion, to block, modify or remove any Content contained on the Website without notice, and will not be liable in any way for possible consequences of such actions.

The Content on the Website is for general information about the course purposes only. Furthermore, The Academy of Enterprise Education (AEE) does not warrant or make any representations as to any third-party services described or referred to on the Website including any courses offered by any company or entity that provides education services or referral services who is a registered user of The Academy of Enterprise Education (AEE). Any use of The Academy of Enterprise Education (AEE) materials or information by another person or organization is at the user's own risk.

The Content on this Website is obtained and developed from a variety of sources including but not limited to Education Providers, collaborations, Consultants and any other third party. All information provided by third parties is provided with all the required permissions.

### *8.3 Non-Disclosure*

Each party hereby acknowledges and agrees that she/he may receive confidential and/or proprietary information relating to our business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to our business, and it has been developed or obtained over time, with significant resources involved. Each party understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to us. As such, each party agrees that she/he shall:

- I) Not disclose the confidential and/or proprietary information by any means not authorized by the us to any third parties.
- II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by us.
- III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement.
- IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by us.
- V) Inform us immediately if you become aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

### *8.4 Intellectual Property*

We own all intellectual property rights, including but not limited to, copyright in material and/or Website Services, business model, format, know how, codes, material, or modules provided by us. You must not use our marketing material, business names, trademarks, logos, domain names or other distinctive brand features without our express written consent.

All Copyright in the material and trademarks on our platform are owned by us. You must not infringe any intellectual property rights owned by us.

Other trademarks used on our platform that belong to third parties are used with permission and remain the intellectual property of the third party.

You may not:

Modify or copy the layout or appearance of the Website nor any code contained on the Website; nor Attempt to discover or access any source code related to the Website.

You agree that:

(e) We own the Intellectual Property rights of all academic material provided to the training sessions.

(f) You acknowledge and agree that information published by us is intended to provide general information in summary form on legal and/or other issues.

(g) It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, products, services, and other information provided through our platform.

(h) In no event we will be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from the Website.

(i) For the avoidance of doubt all background information and know-how used in connection with the Services shall remain the property of the Party introducing the same. For the purposes of this Agreement Background shall be defined as all intellectual property, including but not limited to all information, know-how and data made available by a Party hereto for use in the Services but not generated in the Services.

(i) The intellectual property in all ideas, materials or work produced by students and submitted as part of the requirements of the Programme will belong to its originators, unless specifically agreed to the contrary. Assignment of these rights may be a requirement of certain programmes, projects, etc. Where this is the case, it will be made clear to you and covered by separate written agreements.

(j) Students hereby grant us without cost and in perpetuity a non-exclusive, worldwide, royalty-free licence for the use of any intellectual property materials generated by you in connection with your Programme.

#### *8.5 Policies And Provisions Severable*

If any provision of the Agreement, in its current form, or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

#### *8.6 Notices*

Any notice or other written communication required under this Agreement shall be delivered personally, by e-mail or mail. All notices will be mailed to you address or e-mail address of record with us. We shall have the right, as an alternative method of notice, to use communications via phone number, or social media.

### *8.7 Force Majeure*

We shall not be responsible for delays or failure in performance caused by circumstances beyond our control, such as, but not limited to, strikes, labor difficulties, internet or platform failure, software damages, product shortages, energy or fuel shortages, fire, war, acts of terrorism, government decrees, natural disasters, inclement weather, or orders of curtailment of a party's usual source of supply.

### *8.8 Waiver*

Neither Party ever gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of our activity. No failure of either Party to exercise any right or power under the Agreement or to insist upon strict compliance with any obligation or provision of the Agreement, and no custom or practice of the Parties at variance with the terms of the Agreement, will constitute a waiver of the Party's right to demand exact compliance with the Agreement.

Waiver can only be effectuated in writing by an authorized officer of our institution or by the professional or their authorized agent. Either Party's waiver of any particular breach will not affect or impair either Party's rights with respect to any subsequent breach, nor will it affect in any way the rights or obligations of any other professional.

In addition, no delay or omission by us to exercise any right arising from a breach will affect or impair our rights as to that or any subsequent breach. The existence of any claim or cause of action of a Party against the other will not constitute a defense to the enforcement of any term(s) or provision(s) of the Agreement.

### *8.9 Indemnity*

You agree to fully indemnify this company, its directors, officers, directors, employees, consultants, agents, and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- any breach of these Terms by you;
- your access or use of the Website; or
- your communications with us.



### *8.10 Jurisdiction and Law*

The rights of the Parties to this Agreement shall be governed by and construed in accordance with the Laws of Scotland. All parties to this Agreement submit to the exclusive jurisdiction of the Courts of Scotland. In the event of a dispute filed in court, the prevailing party shall be entitled to recover from the non-prevailing party all of the solicitors' fees and costs incurred during the litigation.

### *8.11 Disclaimer And Liability*

All warranties which are not guaranteed by the Law, or the Competition and Consumer legislation are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

We are not responsible for any issue in relation to the description or quality of products or services displayed and/or advertised on the Website.

We are not responsible for loss or damage of any kind or nature relating in any way to the Website to the maximum extent permitted by law. This limitation includes, but is not limited to, any loss or damage you might suffer because of:

- (i) errors, mistakes, or inaccuracies on the platform.
- (ii) your action or inaction in relation to any information contained on or referred to on the Website and/or any linked website.
- (iii) personal injury or property damage of any nature resulting from your access to or use of our platform.
- (iv) any unauthorized access to or use of our secure servers, including any personal or financial information stored on those servers.
- (v) any interruption or cessation of transmission to or from the Website.
- (vi) any bugs, harmful code or communications which may be transmitted to or through our website by any third party.

Where any law provides a guarantee, which may not be lawfully excluded, our liability will be limited to that provided by law.

In no event shall we, our affiliates, related entities, or suppliers be liable for any loss or any special, incidental, or consequential damages arising out of or in connection with our platform or this Agreement (however arising, including negligence), except as required by law. You agree to accept sole responsibility for the legality of your actions under the laws which apply to you. You agree that we, our affiliates and related entities or our suppliers have no responsibility for the legality of your actions.

### **8.12 ENTIRE AGREEMENT**

These terms represent the entire agreement between us in relation to the provision of professional, Training Courses, Training Materials and Documentation, and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.