

MTD Training Terms & Conditions

Skillshub White Label Programme

This agreement is made by the supplier and the Client and is a COVID-19 special offer.

Skillshub is a product of the supplier MTD Training Group (MTD) of 5 Orchard Court, Coventry, CV3 2TQ. Company registration: 4345673

You will be referred to in this agreement as (Client) and the people to whom the Client sells subscriptions to will be referred to as (Authorised Users) whether that be as a whole company or individuals.

Agreement & Application Of Conditions

These conditions shall:

- Apply to the provision of the services detailed in the contract; and
- Prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

The Client is deemed to have accepted these conditions by accepting the terms contained in the proposal or order form.

If the proposal or order form contains any terms or conditions that are inconsistent with these conditions then in relation to such terms or conditions the proposal or order form shall prevail.

The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

Each Party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract.

Nothing in this condition shall limit or exclude any liability for fraud.

MTD's Obligations & Services

MTD agrees to:

- Set up a subdomain of the Client's choice
- Brand the learning platform with the Client's logo
- Give the Client access to that subdomain with the Skillshub learning platform and 500 online courses loaded onto it
- Host the Client's white label platform for the duration of the contract

The Client is given express permission by MTD to be able to sell subscriptions to the white label platform and charge their Authorised Users for the privilege. The Client is responsible for collecting the monies owed.

In return the Client will pay MTD a monthly subscription fee based on the option that the Client has agreed to and for the duration of the contract.

Commencement & Duration

The services supplied under the contract shall be provided by MTD as soon as is reasonably possible after the date of receipt of the proposal or order form and agreement to the these terms and conditions by the Client

MTD's obligation to provide the services shall be considered fulfilled upon delivery of the Services outlined in this contract or proposal or after the agreed contract duration, whichever is the sooner, unless otherwise agreed in writing with the Client.

Client's Obligations

The Client shall:

- Co-operate with MTD in all matters relating to the Services and promptly appoint the key person in relation to the Services and notify to MTD such person's name and contact details;
- Provide MTD, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Client's premises, office accommodation, data and other facilities as reasonably required by MTD or any of them;
- Provide to MTD, in a timely manner, such in-put material and other information as MTD may reasonably require and ensure that it is accurate in all material respects;
- Inform MTD of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
- If MTD's performance of its obligations under the contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees or Authorised Users, MTD shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- The Client shall be liable to pay to MTD, on demand, all reasonable costs, charges or losses sustained or incurred by MTD (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the contract, subject to MTD confirming such costs, charges and losses to the Client in writing

Payments

In consideration of the provision of the services by MTD, the Client shall pay the charges as set out in the Client's payment plan in the proposal or order form.

All prices set out in the proposal or order form exclude VAT, which MTD shall add to its invoices at the appropriate rate.

Total fees are due for payment in GBP to a bank account nominated in writing by MTD or by Direct Debit on rolling monthly subscription.

Without prejudice to any other right or remedy that it may have, if the Client fails to pay MTD on the due date, MTD may:

- charge interest on such sum after 30 days from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand; and suspend all services until payment has been made in full.

Time for payment shall be of the essence of the Contract.

This is COVID-19 special offer for a fixed term. If the Client wishes to continue the services after the duration of the contract then a new monthly fee will be negotiated in line with Skillshub's standard pricing structure and based upon Client usage. It will be a minimum of £500 per month.

Cancellation term for all Direct Debit payments is 30 days.

All sums payable to MTD under the contract shall become due immediately on its termination despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

MTD may, without prejudice to any other rights it may have, set off any liability of the Client to MTD against any liability of MTD to the Client.

Terms Of Usage

Access to Skillshub and the Digital Learning Content is personal to the Client and the Authorised Users and the Client and the Authorised Users undertakes not to share its password and other account details with anyone except as agreed in writing with MTD.

The Client agrees that it is solely responsible for all costs and expenses incurred by it in relation to your use of Skillshub and for their Authorised Users.

The Authorised Users and the Client is responsible for keeping all passwords and other account details confidential and ensuring that any other person given those passwords and account details keeps them confidential.

Skillshub and the Digital Learning Content is intended for use only by those who can access it from within the UK.

If the Client or any Authorised Users chooses to access Skillshub or the Digital Learning Content from locations outside the UK, it is responsible for compliance with local laws where they are applicable.

MTD may prevent or suspend a Client's and any Authorised Users' access to Skillshub or any Digital Learning Content if a Client does not comply with any part of this Contract, any terms or policies to which they refer or any applicable law.

MTD may suspend or terminate operation of Skillshub or amend or remove any of the Digital Learning Content at any time as we see fit.

As a condition of the Client's and the Authorised Users use of Skillshub or the Digital Learning Content, the Client and the Authorised Users agrees:

- not to use Skillshub for any purpose that is unlawful under any applicable law or prohibited by this Contract;
- not to use Skillshub to commit any act of fraud;
- not to use Skillshub to distribute viruses or malware or other similar harmful software code;
- not to use Skillshub for purposes of promoting unsolicited advertising or sending spam;
- not to use Skillshub to simulate communications from MTD or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- not to use Skillshub in any manner that disrupts the operation of our Skillshub or business or the website or business of any other entity;
- not to use Skillshub in any manner that harms minors;
- not to promote any unlawful activity;
- not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- not to use Skillshub to gain unauthorised access to or use of computers, data, systems, accounts or networks;
- not to attempt to circumvent password or user authentication methods; and
- to comply with the provisions relating to our intellectual property rights and software contained in these terms.

The Digital Learning Content and/or Learning Platform:

- is made available on a non-exclusive licence to each Client and each Authorised User. MTD may supply the same or similar Digital Learning Content to other users;
- may be used only by the Client and Authorised Users;
- contains information which is owned by MTD or third parties or both. The Client and an Authorised User must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

may not be:

- copied by the Client or Authorised Users;
- changed by the Client or Authorised Users (which means, in particular, that the Client or an Authorised Users is not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
- combined or merged with, or used in, any other computer programme;
- distributed or sold by the Client or an Authorised Users to any third party;

Except where the Client or an Authorised User has permission to use the Digital Learning Content and Learning Platform as set out in a separate contract, the Client or an Authorised User will not obtain any rights of ownership or other rights (of whatever nature) in the Digital Learning Content, the Learning Platform or in any copies of it.

The Client is responsible for the use by all Authorised Users' of Skillshub and the Digital Learning Content and their compliance with these terms and conditions.

Ownership, Use & Intellectual Property Rights

Skillshub, the Digital Learning Content and all Intellectual Property Rights in them are owned by MTD, its licensors or both (as applicable). MTD and its licensors reserve all rights in any intellectual property in connection with Skillshub or the Digital Learning Content.

Nothing in this contract grants the Client or an Authorised User any legal rights in Skillshub or any Digital Learning Content other than as necessary to enable the Client or an Authorised User to access Skillshub or the Digital Learning Content during the Term.

The Client or an Authorised User will:

- not use any Intellectual Property owned by MTD (or its licensors) otherwise than for the purposes set out in this contract or agreed to in writing in advance by MTD;
- not take or authorise any action whereby the Intellectual Property Rights will or might be jeopardised or invalidated;
- at MTD's request and expense, assist MTD in maintaining the validity and enforceability of MTD's Intellectual Property Rights; and
- immediately inform MTD of any actual or threatened infringement of MTD's Intellectual Property Rights of which it becomes aware.
- not adjust to try to circumvent or delete any notices contained on Skillshub (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within Skillshub or the Digital Learning Content.

Limitation Of Liability

This condition sets out the entire financial liability of MTD (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

- any breach of the Contract;
- any use made by the Client of the Services, the deliverables or any part of them; and
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

Nothing in these Conditions limits or excludes the liability of MTD:

- for death or personal injury resulting from negligence; or
- for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by MTD; or
- for any liability incurred by the Client as a result of any breach by MTD of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

MTD shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, nor any loss of, theft of, damage to, or corruption of, the Client's data and/or documents;

MTD shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses for any usage of its content and or/platform from the Client or their Authorised users.

MTD shall not be liable for any losses or actions made by the Client and/or their Authorised Users as a result of consuming the content or learning platform.

MTD's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services or any amount payable under MTD's insurance policies from time to time in place in respect of such liability, whichever is greater;

MTD is providing the services at the Client's request and the Client is responsible for verifying that the information it provides to MTD is correct. MTD will not be liable for any services it provides which are incorrect as a result of that information.

Data Protection

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency.

Personal data relating to the Client's employees, Clients, Authorised Users and/or suppliers may be processed by MTD for the purposes of, and for the duration of, the delivery of the Services, in which case the Client shall ensure that the data protection principles specified in the General Data Protection Regulation are complied with.

The Client remains legally responsible for the processing of any personal data carried out by the Client in relation to the delivery of the Services, and shall not instruct MTD to process personal data where the Client does not have a secure basis in law to process that data.

MTD shall at all times process personal data in relation to the delivery of the Services only on documented instructions from the Client and in accordance with the General Data Protection Regulation, unless required to do so by law.

MTD shall have in place appropriate technical and organisational security measures that protect any personal data it is contracted to process on behalf of the Client from unauthorised or unlawful processing, accidental loss, destruction or damage.

MTD shall assist the Client in ensuring compliance with the obligations in relation to security of personal data, the notification of personal data breaches and data protection impact assessments.

MTD shall have in place appropriate measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights in relation to their personal data.

MTD shall ensure that that anybody authorised to process any personal data has committed themselves to maintain its confidentiality.

MTD shall not share any personal data that is processed by MTD in relation to the delivery of the Services with any third party without the prior written permission of the Client or process personal data on behalf of the Client in any way or for any purpose that has not been instructed and authorised by the Client.

The Client shall authorise MTD to engage third party processors to process the Client's personal data in order to deliver the Services. MTD shall inform the Client of any intended changes to those third party processors in order to provide the Client with the opportunity to object to the engagement.

Any third party processors engaged shall have imposed on them the same data protection obligations contained in these Conditions by way of a binding contract.

MTD shall not transfer personal data processed on behalf of the Client to any territory outside the European Economic Area.

MTD shall make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this condition and allow for and contribute to audits, including inspections, conducted by the Client (or another auditor mandated by the Client) at the Client's expense.

MTD shall, at the choice of the Client, delete or return any personal data processed on behalf of the Client to the Client after the end of the provision of Services, and delete any existing copies.

MTD shall notify the Client without undue delay after becoming aware of a security incident relating to any personal data processed on behalf of the Client.

The Client acknowledges and agrees that MTD may use the Client's name and company logo in its marketing materials unless MTD is advised to the contrary in writing by the Client at any time.

Termination

The Client agrees to honour the contract for the agreed duration and cannot terminate the contract unless there is a breach of terms and conditions based on the information contained within this agreement. If the Client does not wish to use Skillshub they can cancel the agreement upon which the Client shall immediately pay to MTD all of MTD's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, MTD may submit an invoice, which shall be payable immediately on receipt.

Without prejudice to any other rights or remedies which the parties may have, either Party may terminate the Contract without liability to the other immediately on giving notice to the other if:

- the other Party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- the other Party commits a material breach of any of the terms of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
- the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- the other Party takes any action, or any third party takes any action in relation to the other Party, or its assets, which leads the Party seeking to terminate the Contract pursuant to this clause reasonably to believe that the other Party may be insolvent, may become insolvent, or may be or become the subject of insolvency-related proceedings of any nature whatsoever;
- any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the points above or
- the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

On termination of the Contract whether it be either party, the following conditions shall survive and continue in full force and effect:

- Ownership, Use & Intellectual Property
- Limitation Of Liability
- Data Protection
- Termination
- Governing Law

Variation

MTD may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

MTD may amend the Conditions at any time by reasonable notice, and such amended Conditions will be binding on the Customer.

Subject to these conditions, no variation of the proposal or order forms shall be valid unless agreed in writing by both of the Parties.

Force Majeure

MTD shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs, government sanctions and orders or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Governing Law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).