

National Institute of Teaching Terms and Conditions

Last updated: 26th September 2022.

Definitions:

The following definitions and rules of interpretation apply to these terms and conditions:

Applicant: An individual who applies to one of our Programmes or Services.

Cancellation Policy: The NIoT has a formal Cancellation Policy setting out the terms and any charges that apply on cancellation.

Charges: Programme fees.

Commencement: This is the point at which the Contract between the applicant and the NIoT will come into existence.

Confidential Information: Any special category data or other information provided to us that we would be required to keep confidential due to any law or other relevant policy from time to time.

Confirmation: An email sent by The NIoT to the Participant confirming acceptance of the application and enrollment onto the Programme.

Content: Any digital materials - resources, files, videos on Our Website and Digital Platform relating to and/or forming part of, the Programme materials.

Contract: provision of our Services to you in exchange for payment of the Programme fee or funding from the government. Includes the 'agreement' between Participants enrolling onto the Initial Teacher Training (ITT) Programme and The NIoT.

Contracting Parties: The NIoT and the Participant. Please refer to clause 3.4 for further details.

Delivery Team: Everyone involved with the delivery of our Programmes and Services, including, but not limited to, facilitators and coaches.

Digital Platform: The NIoT's Learning Management System.

Entire Agreement: The full Terms of the Contract as set out here and in any additional written or spoken correspondence provided to the Participant by The NIoT at the time of the Commencement.

Events Outside Our Control: any event outside our control, including but not limited to, a national or global pandemic and lockdown resulting therefrom.

Order: The submission of your application via the application form on Our Website.

Our Materials: all physical materials, files, books, devices and property provided to you by us at the Commencement date.

Our Website: www.niot.org.uk.

Participant: An individual delegate who applies, and is accepted onto one of our Programmes or Services, also referred to as 'you' or 'your.'

Programme(s): ITT, Early Career Framework (ECF), National Professional Qualifications (NRQs) for: Executive Leadership, Headship, Early Years Leadership, Leading Teaching,

Leading Behaviour and Culture, Leading Literacy, Leading Teacher Development, Senior Leadership, Early Heads Coaching Offer and National Leader of Education and Assessment only route to QTS.

Service(s): any Programme, course or qualification offered, and any Research carried out, by The NIoT.

Specification: An outline of the structure and content of the Programme.

Terms: The terms and conditions as set out here.

The Contracting Parties: You, the Participant and us, the service provider.

The Founding MATs: Harris Federation, Oasis Community Learning, Outwood Grange Academies Trust and Star Academies.

The NIoT: The National Institute of Teaching also referred to throughout these Terms as 'we,' 'us' and 'our.'

User: Any user of Our Website who has not become an Applicant as they have not yet been accepted onto one of our Programmes. This includes visitors to Our Website, those who have registered an interest or submitted an application but not yet received Confirmation.

Written Notice: Confirmation in writing following Your Default setting out the action to be taken against you and any cost implications to you resulting from Your Default.

Your Default: failure by you to comply with any of your obligations set out in clause 15.2.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

Words expressed using the singular shall include the plural and vice versa.

1. About us:

1.1 Welcome and thank you for visiting the Our Website for The NIoT.

1.2 The NIoT is a new specialist teacher development provider in England. Co-founded by The Founding MATs via the vehicle the School-Led Development Trust, The NIoT will provide innovative teacher and school leader development Programmes.

1.3 The NIoT is currently in the process of being registered as a charity in England, the details relating to this will be added here as soon as that registration is complete.

1.4 To contact us via email, the address is info@niot.org.uk

2. The Terms:

2.1 These Terms apply to the use of Our Website and any registration of interest or application made by you and cover the supply of Services by us to you under Contract.

2.2 They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 The Terms will be reviewed regularly. We reserve the right to update the Terms at any time without notice. If you require further information on this, please contact us using the details set out above.

3. The Contract:

3.1 The application by you and acceptance onto one of our Programmes by us and the supply of Services by us to you.

3.2 The Contract is the Entire Agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3.3 Individual or tailored services/products bought or contracted from us, or products/services funded directly from the Department for Education ('DfE') may be subject to terms and conditions outlined in that contract. If that is the case, those terms and conditions will supersede these Terms in the event of any conflict between the two.

3.4 The Contracting Parties agree to the terms of the Contract. If you are entering into this Contract on behalf of a school, multi-academy trust or other educational establishment, you warrant that you have the appropriate authority to enter into this Contract on behalf of that school, multi-academy trust or other educational establishment.

4. Registering your interest:

4.1 Registering your interest on Our Website does not guarantee that you will be accepted onto one of our Programmes and does not constitute a Contract between you and us.

4.2 When you register your interest on Our Website, we will respond to you with relevant information about the Programme as soon as we have information to provide.

4.3 In registering your interest on Our Website, you acknowledge that the information will be covered by our [Privacy Notice for Candidates](#).

5. Submitting an application and its acceptance

5.1 Submitting an application – please use the relevant application form via Our Website, following the onscreen questions to submit your application for one of our Services.

5.2 You may only apply using the relevant method set out on Our Website.

5.3 Your application is an offer by you to buy or undertake the Services subject to these Terms.

5.4 It is your responsibility to ensure that you are submitting the correct application for the Service that you are wishing to purchase.

5.5 You are responsible for ensuring that your application and any other details submitted by you are complete and accurate.

5.6 Any attempt to supply false or knowingly misleading information may result in a forfeit of Programme fees paid, withdrawal from the Programme or other appropriate action.

5.7 Once you have submitted your application, you will receive an email from us to acknowledge receipt of your application. This does not constitute acceptance of your application and does not mean that you have been enrolled on to one of our Services.

5.8 Our acceptance of your application takes place when we send an email of Confirmation to you. This is the Commencement of the Contract between you and us.

5.10 The NIoT reserves the right to decline any application for enrolment on a Programme.

5.11 The Contract will only relate to those Services confirmed in the Confirmation.

5.12 If we are unable to supply the Services to you for any reason, we will inform you of this by email and we will not process your application. If you have already paid for the Services, we will refund you the full amount paid. Such refund will be paid to the method you used to make the payment.

6. Payment:

6.1 In consideration for us providing the Services that are non-government funded, you must pay our charges in accordance with clause 6.

6.2 The Charges are the prices quoted on Our Website or the relevant application form at the time that you submit your Order.

6.3 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, in the event of an error with the prices stated, please refer to clause 6.4.

6.4 If, despite our reasonable efforts, there is an error with the pricing of one, or more, of the Services on Our Website, then one of the following will apply:

- a. If the correct price for Services is higher than the price stated on Our Website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing with your purchase at the correct (higher) price or cancelling your application; or
- b. If the correct price for Services is lower than the price stated on Our Website, we will contact you as soon as possible to inform you of this error.

6.5 If clause 6.4(a) applies, we will not continue to process your Order until we receive instructions from you. If we are unable to contact you using the contact details you provided on your application, we will cancel the Order and inform you in writing.

6.6 If we mistakenly accept and process your Order where a pricing error is obvious and unmistakable, and could reasonably have been recognised by you as a mispricing, we may cancel your Services and refund any sums you have paid back to you.

6.7 If clause 6.4(b) applies, we will continue to process your Order. If you have already paid the higher price in full, we will refund the difference between what you have paid and the correct price for the Service.

6.8 Our Charges may change from time to time; any changes will not affect your Order if it has already been placed.

6.9 Our Services are exclusive of VAT. Where VAT is payable in respect of our Services, you must pay the applicable rate of VAT at the time in addition to the Charges for the Programme.

6.10 Programme fees will be invoiced at the beginning of the Programme and payment will need to be made in one of the following ways:

- (a) In full - within 30 days of the invoice date; or, if agreed in writing
- (b) In instalments – in three instalments as set out in the Confirmation email.

6.11 Where Programme fees have not been paid within the agreed timescales, we reserve the right to withdraw the Participant from the Programme or withhold the award for the related qualification.

6.12 If a Participant leaves their current employment and the employer had agreed to pay the Programme Charges including the assessment fees in full, then the liability for paying/arranging payment of any unpaid Charges will transfer to the Participant.

6.13 Payment of the Services is in advance, unless otherwise stated in the Confirmation email. We will take your payment upon acceptance of your Order. You may not access or use the Services prior to our receipt of your payment, or, in circumstances where we have agreed that you can pay in instalments upon receipt of the first instalment.

6.14 Details of how to pay are set out in the invoice and/or Confirmation email.

6.15 If you fail to make a payment under the Contract by the due date stated on the invoice, then, without limiting our remedies under clause 22 (Termination), you will be liable to pay interest on the overdue sum from the due date until the payment of the overdue sum is made, whether before or after judgment.

6.16 Interest will accrue each day at a rate of 4% a year above the Bank of England's base rate from time to time, or at a rate of 4% a year for any period when the Bank of England base rate is at 0% or below.

7. Assessment and certificate Charges:

7.1 In some instances assessment or certificate fees are separate from the Programme fees and you will be required to pay any assessment or certificate fees in addition to the Programme fees.

8. Funding, Bursaries and scholarships.

8.1 Where the Programme is government funded, the Participant must ensure that they meet the eligibility criteria and submit all relevant information/applications to the DfE as required for such funding.

8.2 Where a Programme is funded, entitles a Participant or school/setting to be awarded with a bursary or a scholarship in support of their study, failure to engage fully with the Programme and all associated elements thereof will affect the funding, bursary payments or scholarship.

8.3 Withdrawal (whether instigated by you or us) and deferral/interruption from the chosen Programme may result in funding/bursary/scholarship payments being terminated or suspended depending on the funding requirements. Details of funding/bursary/scholarship payment options/implications will be confirmed with Participants at the time of the deferral, interruption or withdrawal.

8.4 If you are awarded a scholarship and you defer/interrupt or withdraw from the Programme, you may be liable to repay any scholarship funding already awarded.

8.4 If you are unsuccessful in a scholarship application you will be required to pay the full cost of the Programme in accordance with the payment terms set out in clause 6.

9. Cancellation or withdrawal by you:

9.1 The Contract with us is subject to a 14-day 'cooling-off' period. This 'cooling-off' period starts from the Commencement date. During the 'cooling-off' period you may withdraw from the Programme without Charge, save for a £50 administrative fee.

9.2 You must contact us via email if you wish to cancel during the 'cooling-off' period and that email must reach us within the 14-day 'cooling-off' period.

9.3 If you wish to cancel or withdraw from the Programme outside of the 'cooling-off' period you must provide a reason to us in writing, via email. You will be required to pay the cancellation or withdrawal fees in line with our Cancellation Policy.

9.4 If you email us to cancel/withdraw then please include details that will help us to identify you and your application.

9.5 The cancellation will be effective from the date that you send the email to us.

9.6 If you cancel the Contract, any refund that we may decide to grant for the Services shall be made to the method you used for payment. We will deduct any amount for the supply of Services provided for the period up to the time when you provided your notice to cancel, in line with our Cancellation Policy.

9.7 You cannot cancel the Contract once we have completed providing the Services to you.

10. Transfer by you:

10.1 You cannot transfer your place on the programme to any other person under any circumstances.

10.2 You may only transfer your place from one of our Programmes to another with prior permission from us. Any application to transfer will be considered on a case-by-case basis and will depend on the type of Programme that you wish to transfer from and to and with consideration for any funding implications that may apply.

10.3 You must submit any application to transfer from one Programme to another to us in writing.

11. Deferral/interruption by you:

11.1 You are entitled to apply for a deferral/interruption in exceptional circumstances; for example, sickness, close family member's sickness, bereavement, maternity/paternity leave, or another exceptional reason.

11.2 If you wish to defer/interrupt your place on a Programme you must contact us as soon as possible. We will ask you to complete a deferral/interruption request form with the reasons for deferral/interruption and may ask you to provide supporting evidence, where applicable.

11.3 A deferral/interruption will only be granted in exceptional circumstances and at our discretion.

11.4 To be eligible for deferral/interruption, you must have paid a minimum of one third of the Programme Charges.

11.5 If your deferral/interruption is approved, you will be notified in writing via email. The deferment/interruption will extend the Programme completion date by the period of agreed deferment/interruption.

11.6 A deferral/interruption can be granted for a maximum of twelve months from the date of notifying us of the deferral/interruption, subject to you meeting any changes to the eligibility criteria.

11.7 If you decide not to return to the Programme during/after the period of deferment/interruption, you must notify us of this in writing, via email, as soon as possible. You will be subject to the cancellation/withdrawal terms set out at clause 9 and the terms contained within The NIoT's Cancellation Policy.

11.8 Re-engaging with the Programme, after the deferral/interruption period, should be at the point the deferral/interruption was taken from. For example, if you deferred/interrupted the course after day 2 then you should return to the course, after the period of deferment/interruption, on day 3.

11.9 After your period of deferral/interruption, if you wish to repeat any part of the Programme that had been covered up to the date of your deferral/interrupt, you will be liable to pay a charge up to an amount equal to the proportion of the Programme you are seeking to repeat.

11.10 Multiple deferrals/interruptions are subject to the discretion of The NIoT and may not be granted. If granted, multiple deferrals/interruptions could incur additional fees. Details of such fees will be provided to you at such time that you apply for the deferrals/interruptions.

12. Cancellation by us:

12.1 We are committed to offering high quality Programmes that meet the needs of all our Participants and will do everything we can to avoid cancellation. Occasionally, circumstances will arise which result in the need to cancel a Programme; if this happens, we will take all steps within our control to inform you as soon as possible.

12.2 We reserve the right to reschedule or cancel a Programme or part of a Programme due to insufficient number of Participants enrolled, reasons beyond our control or changes in regulations.

12.3 If we cancel a Programme, we will:

- Provide a credit transfer for an alternative Programme; or
- Offer a refund for any charges paid.

12.4 If we reschedule a Programme and you are unable to meet the new schedule, The NIoT will refund any Charges paid for any part of the Programme that has not yet been delivered.

12.5 We will provide any relevant details and options available at the time of any cancellation.

12.6 The NIoT reserves the right to rearrange a face-to-face session up to five days before the due date, with no financial penalty for either party.

12.7 Where The NIoT cancels or rearranges a Programme or any face-to-face session, it will not be held liable for any transportation, accommodation, loss of earnings or any other associated costs.

13. Sickness and ill health:

13.1 If our performance of any obligation under this Contract is prevented or delayed due to sickness or ill health of any of our employees or Delivery Team we shall inform you as soon as reasonably practicable. Such sickness or ill health shall constitute an event outside our control for the purposes of clause 23.

14. Our obligations:

14.1 These Terms apply to all Services we provide from time to time and cover all of our Programmes.

14.2 Any descriptions, presentations, example Programme content or advertising issued by us via Our Website or social media and any illustrations or descriptions of Programmes contained in any prospectus, brochures or other publication are issued or published for the sole purpose of giving an approximate idea of the Programmes described in them. They shall not form part of the Contract or have any contractual force except where expressly provided for in these Terms.

14.3 Subject to our right to amend the Specification (see clause 14.4), we will supply the Services to you in accordance with the Specification for the Services appearing on Our Website at the date of your Order in all material respects.

14.4 We reserve the right to amend the Specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

14.5 We warrant to you that the Services will be provided using all reasonable care and skill.

14.6 We will use reasonable endeavours to meet any performance dates specified in our Confirmation to you, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

14.7 Participants will be provided with access to online resources for the start of the Programme and for six months after the Programme completion.

14.8 In instances where a deferral/interruption or extension has been granted, this access period may extend beyond the original or normal length of the chosen qualification, subject to The NIoT's confirmation which will be provided at the time of the request to defer/interrupt.

14.9 Removal of the Participant's access to the Digital Platform will also remove all Content added to the Digital Platform.

14.10 Content will not be retained or archived by The NIoT for access at a later date.

14.11 We will not be liable for any failure to perform any or all of our obligations where that failure is due to any cause beyond our reasonable control.

15. Your obligations:

15.1 It is your obligation to ensure that:

- a. The details in your application are complete and accurate;
- b. You inform us, in writing, if there are any changes to your personal information, contact details or personal circumstances;
- c. You co-operate/assist us with all matters relating to the Services;
- d. You provide us, our employees, agents, consultants and subcontractors, with such information and materials that we may reasonably require in order to supply the Services;

- e. You comply with all applicable laws;
- f. If provided, you will keep all of Our Materials safe and secure at your own risk. You will maintain Our Materials in a good condition until these are returned to us. You will not dispose of or use Our Materials other than in accordance with our written instructions or authorisation.
- g. Whilst in attendance at any of our campuses/training premises or venues, you abide by all health and safety policies that are in place from time to time. If you are disruptive to other participants, members of staff, agents or representatives of The NIoT, breach any health and safety guidelines or endanger yourself or anyone else, we reserve the right to ask you to leave the premises. Participants that are asked to leave the course for these reasons are not entitled to a refund.

15.2 If our ability to perform our Services is prevented or delayed by any failure by you to fulfil any of the obligations listed in clause 15.1 above:

- a. We will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from our obligation to perform the Services, in each case, to the extent Your Default prevents or delays performance of the Services. In certain circumstances, Your Default may entitle us to terminate the Contract under clause 22 (Termination);
- b. We will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- c. It will be your responsibility to reimburse us for any costs or losses we sustain or incur which arise as a direct or indirect result of Your Default. Any such costs or losses will be confirmed to you in our Written Notice and must be paid to us within seven days from the date stated in the Written Notice.

15.3 Participants are responsible for managing their attendance at face-to-face sessions. Failure to attend a booked session or failure to cancel a booking without sufficient advance notice may incur a charge of £50. Consideration will be given to exceptional circumstances, including, but not limited to, Ofsted in your school/educational setting or sickness. You must notify us if you believe you have exceptional circumstances for non-attendance as soon as possible, and where reasonably possible at least 48 hours in advance. It is our discretion whether the circumstances amount to exceptional circumstances.

15.4 Participants are responsible for tracking their own progress and completing the Programme and any associated assessment in the allotted timeframe.

15.5 You are solely responsible for securing and backing up your content.

16. Using our website:

16.1 By continuing to browse and use Our Website, all Users are agreeing to comply with, and be bound by these Terms, in particular those set out in clause 16, which together with our ['Privacy Policy for Website Users'](#) governs The NIoT's relationship with you in relation to Our Website.

16.2 If a User disagrees with any part of these Terms, please do not use Our Website.

16.3 The content of the pages of Our Website are for User's general information and use only. While we endeavour to ensure that the information is correct, we do not warrant the accuracy

and completeness of the material. We may make changes to the material on Our Website, or to the products and prices described in it, at any time without notice. The material on Our Website may be out of date, and we make no commitment to update such material.

16.4 Our website uses cookies to monitor browsing preferences. Please refer to our 'Privacy Notice for Website Users' for more information about the cookies we use and how Users can manage their rights relating to these cookies.

16.5 It shall be a User's responsibility to ensure that any products, services or information available through Our Website meet their specific requirements.

16.6 Our Website contains material which is owned by, or licensed to, us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms at clause 19.

16.7 All trademarks reproduced in Our Website, which are not the property of, or licensed to the operator, are acknowledged on Our Website.

16.8 Unauthorised use of Our Website may give rise to a claim for damages and/or be a criminal offence.

16.9 From time to time, Our Website may also include links to other websites. These links are provided for User convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

16.10 The material on Our Website is provided "as is" without any conditions, warranties or other terms of any kind, other than those set out in these Terms. Accordingly, to the extent permitted by law, we provide the User with Our Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these Terms might have effect in relation to Our Website.

16.11 A User's use of Our Website and any dispute arising out of such use is subject to the laws of England, Northern Ireland, Scotland and Wales.

16.12 Our Website will usually be available 24 hours a day, seven days a week. We reserve the right, however, to interrupt or suspend User access to Our Website or the provision of Our Website services and Content, for maintenance, technical or other reasons.

16.13 When accessing and using Our Website and its services and Content, Users must comply with directions, instructions or protocols posted on Our Website or otherwise requested by us.

17. Liability and disclaimer

17.1 We do not promise that the content or User access to Our Website will be uninterrupted or error-free, that any defects will be corrected, or that Our Website or Content are free of viruses or any other harmful components;

17.2 We make no promises regarding User access to, or the results of User access to, Our Website or Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

17.3 Except as provided in an applicable law, we and our affiliates are not liable for indirect, incidental, special or consequential damages, loss or revenue or loss of profits which result from any use of or access to, or any inability to use or access, Our Website.

18. FAIR USE AND PROHIBITED CONDUCT

18.1 You are permitted to download Content from Our Website and Digital Platform to your computer for your own use.

18.2 Your use of Our Website and Digital Platform and the Content must be fair, genuine and reasonable. For example, the total amount of Content you download must be reasonable and in line with your genuine education and learning needs, and the time needed to genuinely engage with the Content. We will use our reasonable discretion to decide whether you have complied with the 'fair use' policy.

18.3 You must not:

(a) mass download Content;

(b) use a false email address, impersonate others, or misrepresent your affiliation with others;

(c) attempt to gain unauthorised access to computer systems or materials through Our Website/Digital Platform;

(d) share your password or any personal information associated with your use of Our Website/Digital Platform with anyone. It is your responsibility to keep your passwords secure;

(e) engage in automatic gathering of information from or through Our Website (such as "spidering", "screen scraping", "database scraping" or harvesting of e-mail addresses);

(f) attempt to interrupt or alter Our Website's operation in any way (for example through sending mass unsolicited messages, "flooding" servers, or introducing a virus, time bomb, trojan horse, worm, cancelbot or other computer routine) or knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

(g) access without authority, interfere with, damage or disrupt:

(i) any part of Our Website or Digital Platform;

(ii) any equipment or network on which Our Website/Digital Platform is stored;

(iii) any software used in the provision of Our Website/Digital Platform; or

(iv) any equipment or network or software owned or used by any third party.

(h) use Our Website, the Digital Platform or the Content in a way that violates applicable law, that violates third party intellectual property or other rights, or that is, fraudulent, obscene, offensive, harmful or defamatory; or

(i) except as allowed in these Terms, copy, distribute, transmit, modify or otherwise exploit the Content or any other data or code made available through Our Website/Digital Platform.

18.4 Clause 18 applies to Users to the extent to which they have access to the Website, Content and Digital Platform.

19. INTELLECTUAL PROPERTY RIGHTS IN CONTENT

19.1 Each item of Content is copyright of The NIoT. We own or are licensed to use all rights in Our Website including its design, compilation and look and feel.

19.2 Acceptance and admission on to one of our programmes gives you a right (a revocable, non-exclusive, non-transferable licence) to use the Content for personal purposes during the term of the Contract.

19.3 You must not redistribute or otherwise make available Content. You may use Content for your own personal educational purposes, but you must not otherwise exploit the Content, files and the assets in them, or redistribute or otherwise make available the Content, files or assets.

19.4 You may use the procedures and techniques demonstrated in the Content (that is, the knowledge you gain) for any educational or personal purpose in accordance with these Terms.

19.5 The trademarks and logos displayed on Our Website are, unless otherwise stated, those belonging to us and you must not use these without our prior written approval.

19.6 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

19.7 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Content specified in your order (excluding materials provided by you) for the purpose of receiving and using the Services and such Content for candidates' educational and development purposes. You may not sub-license, assign or otherwise transfer the rights granted in this clause.

19.8 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

19.9 We are the owner or the licensee of all intellectual property rights in Our Website, Digital Platform and the Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

19.10 You may print off one copy, and may download extracts, of any page(s) from Our Website for your personal educational use and you may draw the attention of others within your organisation to content posted on Our Website.

19.11 Our status (and that of any identified contributors) as the authors of content on Our Website must always be acknowledged.

19.12 You must not use any part of the content on Our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

19.13 If you print off, copy or download any part of Our Website or Digital Platform in breach of these Terms, your right to use Our Website or Digital Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

19.14 Intellectual property complaints

(a) We respect the intellectual property rights of others, and require that you do the same.

(b) Please contact us if you believe that your intellectual property or other rights are being affected by anything on Our Website.

(c) If you are specifically making a copyright-based claim regarding Content, please forward the following information to us:

(i) your address, telephone number, and email address;

(ii) a description of the location of the alleged infringing material;

(iii) a description of the copyright work that has been allegedly infringed; and

(iv) a statement by you that you warrant that the information given in your claim is accurate and that you are either the copyright owner or are authorised to act on the copyright owner's behalf.

20. Data Protection:

20.1 The NIoT takes its obligations to keep your personal safe very seriously.

20.2 We are the Data Controller of any personal information that you provide to us.

20.3 We will only use any personal information you provide to us to:

(a) provide the Services;

(b) process your payment for the Services; and

(c) inform you about similar services that we provide if you have opted to receive such information.

20.4 We will only share your personal data with other organisations if it is necessary for any of the reasons set out in clause 20.3 (a)-(c).

20.5 If we share your personal data with other organisations, we will ensure that the relevant compliance measures have been implemented prior to sharing. This includes, but, is not limited to, a review of the other organisations data protection policies, creation of a data sharing agreement between us and the other organisation or conducting a DPIA.

20.6 Further details of how we will process personal information, our information collection and use of any personal information about you is set out in our ['Privacy Notice for Candidates'](#)

20.7 We may disclose any personal information as necessary to satisfy any law, regulation or government request.

21. CONFIDENTIALITY

21.1 We undertake that, except as provided by sub-clause 21.2 or as authorised in writing by you, we shall, at all times during the continuance of this Contract and after its termination:

- a. keep confidential all Confidential Information;
- b. not disclose any Confidential Information to any other party;
- c. not use any Confidential Information for any purpose other than to enable us to provide you with the Services or in any other way expected by you;
- d. not make any copies of, record in any way or part with possession of any Confidential Information; and
- e. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that party, would be a breach of the provisions set out in clause 21.1.

21.2 We may disclose any Confidential Information to:

- a. any sub-contractor, agent or supplier of ours;
- b. any governmental or other authority or regulatory body; or
- c. any employee or officer or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Contract (including, but not limited to, the provision of the Services), or as required by law. In each case we shall aim to first inform the sub-contractor, agent, supplier, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body or any employee or officer of any such body set out in clause 21.2(b)) obtain a written confidentiality undertaking from the party in question;

21.3 The provisions of clause 21 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract.

21.4 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

22. TERMINATION

22.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you.

22.2 On termination of the Contract you must return all of Our Materials and any Content specified in your Order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

22.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

22.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

23. EVENTS OUTSIDE OUR CONTROL

23.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control.

23.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

23.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 6 months. To cancel please contact us. If you opt to cancel, we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

24. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

24.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

24.2 Subject to clause 24.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

24.3 Subject to clause 24.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract.

24.4 We have given commitments as to compliance of the Services with the relevant Specification in clause 14. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

24.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

24.6 This clause 24 will survive termination of the Contract.

25. COMMUNICATIONS BETWEEN US

25.1 When we refer to "in writing" in these Terms, this includes email.

25.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.

25.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 am the next working day after transmission.

25.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

25.5 The provisions of this clause 25 will not apply to the service of any proceedings or other documents in any legal action.

GENERAL

26. Assignment and transfer

26.1 We may assign or transfer our rights and obligations under the Contract to another entity.

26.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

27 Variation

27.1 Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

28. Waiver

28.1 If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

29. Severance

29.1 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

30. Third party rights

30.1 The Contract is between you and us. No other person has any rights to enforce any of its terms.

31. Governing law and jurisdiction

31.1 The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

32. Complaints

32.1 If a problem arises or you are dissatisfied with the Services, please contact us.