

SEGEN TRAINING ACADEMY AGREED TERMS

1. About us

- 1.1. **Company details.** Segen Limited (company number 05309114 (**we** and **us**) is a company registered in England and Wales and our registered office is at Wesley Hall, Barrack Road, Aldershot, Hants, GU11 3NP.
- 1.2. **Training Academy.** The address for our Training Academy is Segen Training Academy, Wincanton, Unit 5 Kingnorth Industrial Estate, Rochester, Medway, Me59ND
- 1.3. **Services.** We will provide relevant training courses (Services) from our Training Academy.
- 1.4. **Contacting us.** To contact us, telephone our customer service team at academy@segen.co.uk.

2. Our contract with you

- 2.1. **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). 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.
- 2.2. **Entire agreement.** 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.
- 2.3. **Language.** These Terms and the Contract are made only in the English language.

3. Placing an order and its acceptance

- 3.1. **Placing your order.** Please follow the onscreen prompts to place your order for the Services. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the Services subject to these Terms.
- 3.2. **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

- 3.3. **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.4. **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. **Cancelling the Services**

- 4.1. You may cancel the Contract and receive a refund provided you provide 30 days notice. Any course cancelled with less than 30 days' notice will be charged at 50% of the value of the course.
- 4.2. Any Services cancelled within 7 days of the date of delivery will be non-refundable.
- 4.3. To cancel the Contract, you must email us at academy@segen.co.uk. We will email you by return to confirm we have received your cancellation.
- 4.4. If you cancel the Contract, and are owed a refund, we will refund this by the same method you used for the payment.
- 4.5. In the event that We cancel the Services, we will ensure You are notified as soon as possible. We will endeavour to book an alternative Service for you, or you will be entitled to a full refund of your fees.

5. **Our services**

- 5.1. **The Services.** 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.
- 5.2. **Changes to specification.** 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.
- 5.3. **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 5.4. **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, 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.

6. Your obligations

- 6.1. It is your responsibility to ensure that:
- (a) the terms of your order are complete and accurate;
 - (b) you agree to the adhere to the Academy Rules as set out in Schedule 1;
 - (c) if the Service you sign up to is an accredited course, you understand and adhere to the detail set out in Schedule 2;
 - (d) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) you comply with all applicable laws, including health and safety laws;
 - (f) you keep all of our materials, equipment, documents and other property (**Our Materials**) in safe custody.

7. Charges

- 7.1. In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 8.
- 7.2. The Charges are the prices quoted on our site at the time you submit your order.
- 7.3. 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, please see clause 7.5 for what happens if we discover an error in the price of the Services you ordered.
- 7.4. Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 7.5. It is always possible that, despite our best efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order.

8. How to pay

- 8.1. Payment for the Services is in advance. We will take your payment upon acceptance of your order via Paypal.

8.2. Payment must be in Sterling.

9. Rebate

9.1. Once you have completed the course, you will need to go on to the portal and make an order of £2,000 or more.

9.2. When that order ships, a credit will be applied to your account to the value of 20% of the value of the course. This credit can be redeemed against your next Segen order.

9.3. This mechanism will continue until 100% of the value of the course has been redeemed against Segen orders.

9.4. The rebate will expire 6 months after the date on which the course was completed.

9.5. Segen reserve the right to amend/retract the rebate offer at any time.

10. Complaints

10.1. If a problem arises or you are dissatisfied with the Services please initially contact our Training Academy administrator at academy@segen.co.uk . If your complaint cannot be resolved at this level we will escalate the complaint to senior management.

11. Intellectual property rights

11.1. All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

11.2. We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 11.2.

12. How we may use your personal information

12.1. We will 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 products or services that we provide, but you may stop receiving these at any time by contacting us.

13. Limitation of liability.

- 13.1. We have obtained insurance cover in respect of our own legal liability for individual claims.
- 13.2. 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).
- 13.3. Subject to clause 13.2, 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; and
 - (d) any indirect or consequential loss.
- 13.4. Subject to clause 13.2, 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 100% of the total Charges paid under the Contract.
- 13.5. This clause 13 will survive termination of the Contract.

14. Confidentiality

- 14.1. We each undertake that we will not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning one another's business, material, affairs, customers, clients or suppliers, except as permitted by clause 14.2.
- 14.2. We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

15. Events outside our control

15.1. 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 (**Event Outside Our Control**).

15.2. 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.

15.3. You may cancel the Contract affected by an Event Outside Our Control. 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 us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

16. Non-solicitation

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you [and for a period of six months following termination of the Contract.

17. Communications between us

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

17.2. Any notice or other communication given 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.

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

(a) if delivered personally, on signature of a delivery receipt;

- (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.
- 17.4. 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.
- 17.5. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1. Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

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

18.3. **Waiver.** 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.

18.4. **Severance.** 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.

18.5. **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6. **Governing law and jurisdiction.** 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.

Schedule 1 – Academy Rules For all Services

Eligibility to book a course

- All our courses will be delivered in English. A good level of English comprehension is required. Some basic mathematics ability is required to understand and solve calculations.
- As there is a practical element to the course candidates are expected to have reasonable health and fitness.

Behaviour

- Segen Training Academy operates a zero tolerance of Alcohol or Drug use during courses and will not tolerate abusive or offensive behaviour. Any evidence of such behaviour will result in the candidate being removed from the course.
- Any candidate found cheating will be removed from the course without refund and, for accredited courses, LCL awards will be informed and they may impose further sanctions.
- Photographs are banned from being taken in the Academy
- Any candidate caught using any kind of recording equipment or tampering with resources will result in the candidate being removed from the course.

Attendance

- 100% attendance is required to pass the course.
- There are no refunds for absenteeism whatever the reason.
- Segen Course Manager reserves the right to require a candidate to repeat a module if there is a lack of knowledge or any of the course content has been missed.

Schedule 2 – Accredited Course Rules

Eligibility to book a course

- In order to participate in our Accredited Courses, you must either:
 - be qualified according to BS7671 (IET Wiring Regulations qualification (18th edition)); and
 - Be qualified under the Initial Verification & Certification of Electrical Installations; and
 - Hold a level 3 Domestic Installer qualification
- Or, for individuals that cannot meet the above qualifications we will also consider Recognition of Prior Learning (RPL) experience, as set out on the LCL website (www.lclawards.co.uk)
- Acceptable RPL will be reviewed by our Course Manager. Types of experience that may be considered include but not limited to;
 - On-the job learning and training
 - Self-directed development
 - non-certificated assessments and learning
 - Portfolio records of other courses or qualifications undertaken by the learner
 - Original certificates of qualifications or accreditations held by learners
 - Course work
 - Projects
- Our Course Manager will have sole responsibility for assessing the evidence provided and will have an ultimate decision on whether you are accepted on to the course.
- If you are not accepted, you will be offered a refund in accordance with clause 4.
- All our courses will be delivered in English. A good level of English comprehension is required. Some basic mathematics ability is required to understand and solve calculations.
- As there is a practical element to the course candidates are expected to have reasonable health and fitness.

Accreditation

- Courses will be accredited by LCL Awards.
- All literature issued as part of the course remains under copyright to LCL awards

Course Completion

- Once a candidate successfully completes an accredited course in the Training Academy they're result is subject to ratification by LCL awards'.
- Only once a certificate from LCL is received has the candidate officially completed the course content and assessments to the awarding bodies satisfaction

Re-Sits

- If a candidate fails a final online assessment, they will be entitled to one free re-sit on the same day.
- Extra training will not be provided.
- If the re-sit is also failed, candidates can elect to return on a subsequent date (within 28 days), subject to availability at the Training Academy. There will be a charge for this assessment.
- Should the candidate fail the second resit, the Course Manager will whether to allow the candidate to re-sit the exam a second time.
- The Course Manager's decision is final and binding as it is representing the awarding bodies criteria.

Verification of Course Assessment

- Segen will assess and mark the completed examination scripts and will then send them to LCL to issue the award.
- LCL will then review and confirm if the candidate was successful. They aim to complete this within 28 days.
- If candidates have any concerns regarding issuance of the LCL certificate they should contact the Training Academy and we will investigate.