

VWV Plus eLearning Solutions

1 Introduction

- 1.1 These terms of service set out the basis on which VWV Plus Limited or any successor organisation(s) will provide the Customer with VWV Plus eLearning Solutions services. They should be read together with the VWV Plus Terms of Service, Proposal and Pricing Options Document, which also form part of this Agreement.

2 Definitions and interpretation

- 2.1 In these Terms of Service the following definitions shall have the following meanings:

Agreement	the agreement between VWV Plus and the Customer incorporating these Terms of Service, the VWV Plus Terms of Services, the Proposal and the Pricing Options Document.
Commencement Date	the date on which VWV Plus acknowledges receipt of the Customer's signed Proposal.
Contract Period	the period from the Commencement Date to the date of termination during which the Services will be provided by VWV Plus to the Customer.
Customer	the organisation named as the customer in the Proposal.
Fees	the fees described in the signature page of the Proposal and as agreed in accordance with the Pricing Options Document.
Modules	the courses selected by the Customer on the signature page of the Proposal to be provided in accordance with the selected subscription option (or as otherwise agreed between the parties in writing) and delivered via the internet on a "software as a service" basis.
Pricing Options Document	the pricing document (setting out the VWV Plus eLearning Solutions annual subscription pricing options) that was sent to the Customer together with the Proposal.
Proposal	the proposal document that was sent to the Customer, and that the Customer signed and returned to VWV Plus.
Services	access to VWV Plus's eLearning solutions platform through which the Customer may access Modules and related services described in the Proposal, either live via the internet or downloadable via SCORM.
Users	the users (any person, individual or entity whose details are created, imported or otherwise entered into the eLearning solutions platform) licensed by VWV Plus to access use or otherwise have their details held within the eLearning solutions platform.
VWV Plus	VWV Plus Limited, a company registered in England and Wales with company number 3318383.
VWV Plus Terms of Service	the terms of service document that was sent to the Customer together with these terms, the Proposal and Pricing Options Document.

- 3 Where the words **include(s)**, **including** or **in particular** are used in these Terms of Service, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

- 3.1 Any obligation on a person not to do something includes an obligation not to agree to, allow, permit or acquiesce in that thing being done.

4 Provision of the Services

- 4.1 The Customer agrees on signature of the Proposal document and confirmation of the selected subscription option (set out in the Pricing Options Document) to the provision of the Services.

- 4.2 VWV Plus will provide the Services from the Commencement Date, and the Agreement will continue for a period of 12 months. It will then automatically renew for successive periods of 12 months, unless either party gives the other party written notice of at least 30 days prior to the relevant anniversary of the Commencement Date (to expire on the relevant anniversary of the Commencement Date).

- 4.3 Where the Modules are accessed via SCORM, the Customer acknowledges that VWV Plus uses its reasonable skill and care to ensure those Modules comply with applicable legal or regulatory requirements at the time of download by the Customer, and the Customer acknowledges that VWV Plus is not in control of the Modules after they have been downloaded, as such the Customer agrees it is solely responsible for ensuring any downloaded Modules remain up-to-date and are otherwise appropriate for the Customer's use after the date of download.

5 Charges and payment

- 5.1 Notwithstanding paragraph 5 of the VWV Plus Terms of Service, the Customer shall pay Fees on a periodic basis during the Contract Period as described in the Proposal and in accordance with the option selected by the Customer from the Pricing Options Document. Subject to paragraph 5.3 of these Terms of Service, the Fees shall be fixed for the first year. The Fees may be subject to an adjustment on an annual basis at the time of renewal.

- 5.2 In accordance with the Proposal, VWV Plus shall invoice the Customer annually or termly in advance in respect of the Fees.

- 5.3 The Customer shall, if relevant to the pricing option selected, be entitled to increase or decrease the number of Users during the Contract Period and VWV Plus will send to the Customer an adjusted invoice accordingly. In any event, the number of Users will be reassessed on each anniversary of the Agreement.

- 5.4 Any other fees relating to additional services that VWV Plus may provide during any month shall be invoiced as and when they arise, monthly in arrears.

- 5.5 All invoices shall be paid within 30 days of the invoice date unless otherwise agreed in writing.
- 5.6 For the avoidance of doubt, where the Customer does not use Modules (or Users do not use Modules) in any particular period which have already been included within the relevant Fees, no refund or credit will be given and the Customer shall not be entitled to roll over any unused Modules (or User licences) to be used in any subsequent period.

6 Restrictions of our liability

- 6.1 Notwithstanding paragraph 9 of the VWV Plus Terms of Service, VWV Plus will have no liability for:
- 6.1.1 any loss or damage which does not arise directly and in the ordinary course of events; and / or
- 6.1.2 any loss of revenue or profit, savings, reputation or goodwill.

7 General

- 7.1 VWV Plus reserves the right to make changes to these terms from time to time.
- 7.2 Except where disclosure may be required by law, both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, and personnel, pupil and / or business information which are of a confidential nature and have been disclosed by one party to the other whether these have been disclosed by or to either party's employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its products.
- 7.3 Except where these terms expressly provide otherwise, they do not give anyone other than you or us any right to enforce them. Both parties are entitled to exercise any right to rescind, terminate or vary these terms without the consent of any third party and without informing any third party.
- 7.4 If the Agreement ends for any reason whatsoever, paragraph 7.2 shall continue to have full effect.