

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

Access to the services of Industry Learning Solutions (ILS) Limited and 'Productivity Connected' membership, training materials and guidance ('the Service') within the UK is provided by industrylearningsolutions.com ('we', 'us' or 'our') on the following Terms and Conditions.

By using the Services of ILS you agree to be bound by these Terms and Conditions, which shall take effect immediately on your first use of the Service. If you do not agree to be bound by all of the following Terms and Conditions please do not access, use and/or contribute to the Service.

1. Use of the Service

1. You agree to use the Service only for lawful purposes.
2. You must only use the Service in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the services of industrylearningsolutions.com.
3. We operate a 'fair use' policy to protect the quality of service to our customers, particularly within our membership area, Productivity Connected. If we believe you are using excessive time we reserve the right to manage or regulate your usage of the Service. This may include temporarily suspending your membership.

2. Amendments

1. We reserve the right to make changes to these Terms and Conditions from time to time and so you should check these Terms and Conditions regularly. Your continued use of the Service will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using the Service.
2. If there is any conflict between these Terms and Conditions and specific local terms appearing elsewhere on the Service (including community rules) then the latter shall prevail.

3. Registration

1. In order to participate in, benefit from, and contribute to ILS Services or our Productivity Connected community, you will be required to register and pay an annual membership fee in advance. Any personal information supplied to us as part of this registration process and/or any other interaction with productivityconnected.com will be collected, stored and used in accordance with our GDPR Privacy Policy.
2. You must ensure that the details provided by you on registration or at any time are correct and complete.
3. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.
4. All users of our Services agree to provide us with valid business contact details, email address and telephone number in order for access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice. We may require users

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

to re-validate their account if we believe they have been using an invalid email address.

5. All users of our services agree that they are representing their employer and acting in good faith on their behalf. Contracts for services with Industry Learning Solutions (ILS) are provided to employers not individuals, even though individual employees may be beneficiaries of our services.
6. All services provided are business to business and no contract is entered into directly with employees. Acceptance of ILS services constitutes a contract between ILS and the employer. It is not, therefore a contract with the employee(s) representing their employer company. If employees in which ILS has a business relationship leave their employment, the contract remains with the employer and their appointed representative.

4. Intellectual property

1. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on Service and all content (including all applications and materials) located on or available through the Service shall remain vested in Industry Learning Solutions Ltd.
2. The names, images and logos identifying Productivity Connected or the services of ILS or third parties and their products and services are subject to copyright, design rights and trademarks and/or third parties. Nothing contained in these Terms and Conditions shall be construed as conferring any license or right to use any trademark, design right or copyright of Productivity Connected or any other third party.

5. Availability of the Service

1. Although we aim to offer you the best service possible, we make no promise that the services available will always meet your requirements. We cannot guarantee that the Service will be fault-free. If a fault occurs with the Service you should report it to **info@industrylearningsolutions.com** and we will attempt to correct the fault as soon as we reasonably can.
2. Your access to the Service may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Service as soon as we reasonably can.

6. Right to suspend or cancel your contract or membership

1. We may suspend or cancel your membership registration or service contract immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.
2. You can cancel your contract or membership with ILS at any time by informing us in writing at **info@industrylearningsolutions.com**. If you do so, you must stop using our Service.
3. The suspension or cancellation of your registration or contract and your right to use the Service shall not affect either party's statutory rights or liabilities.

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

7. Disclaimers and limitation of liability

1. All content provided on or through the Services provided by ILS, including the advice, guidance, information, names, images, pictures, logos and icons regarding or relating to productivity connected or ILS, its products and services (or to third party products and services), is provided "as is" and on an "as available" basis. To the extent permitted by law, Industry Learning Solutions Ltd (ILS) services exclude all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
2. Nothing in these terms and conditions limits or excludes ILS's liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, neither ILS nor any of its officers or employees shall be liable for any of the following losses or damages (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity or anticipated savings; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the service regardless of the form of action.
3. ILS does not warrant that functions available on or through the Service or Membership will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

11. Applicable Law

1. These Terms and Conditions will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

12. International use

1. We make no promise that materials available on or through the Service are appropriate or available for use in locations outside the United Kingdom, and accessing the Service from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Service from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

13. Miscellaneous

1. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining Terms and Conditions shall survive and continue to be binding and enforceable.

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

2. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
3. If you breach these Terms and Conditions and Industry Learning Solutions Ltd chooses to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
4. Any training or apprenticeship Service provided by a partner or associate recommended by ILS is subject the terms and conditions of the delivery organisation and the contract between the client and delivery organisation is separate to the Service provided by Industry Learning Solutions Ltd where ILS provides guidance on training, local funding and skills but no guarantees of provision of the same.
5. Any organisation that engages with ILS directly for the provision of staff training, apprenticeship recruitment or consultancy support will be deemed to have a contract directly for the Service agreed and the provision of that Service will be subject to ILS normal terms and conditions.
6. Industry Learning Solutions Ltd or its officers shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
7. ILS gives advice and guidance in good faith as part of its's Service to employers and their representatives, but ILS cannot be held responsible if funding or training service providers recommended to the client change the funding guidance, the eligibility criteria for potential beneficiaries, or if applicants do not meet the eligibility criteria when applications for support are submitted.
8. It is the responsibility of the client to ensure that their employees meet the eligibility requirements, standards of conduct, Health & Safety or employee insurance liabilities. If staff who are beneficiaries of a programme or Service recommended by ILS change employers, ILS accepts no liability for the continuation of the service, training or qualification. The beneficiary needs to negotiate with their new employer their continued support for existing learning. If staff leave a training programme supported for by their existing employers, and that employer decides to invoice the learner for the cost of training before they leave employment, ILS will not be held liable for any cost penalties inflicted by employers or training providers for learners exiting a programme of study early or before the qualification is completed.

14. Publicity

The Services of ILS and membership of ProductivityConnected.com is owned and operated by Industry Learning Solutions Ltd, a company registered in England and Wales and whose registered office address is at Ty Gwenyn, 14 Ethley Drive, Usk, Monmouthshire, NP15 2FD. Company registered in England and Wales: 1117008. If you have any queries, please contact info@industrylearningsolutions.com.

Courses - Terms of Use

These terms relate to the paid-for on-line training services supplied to you through the Industry Learning Solutions Limited and it's training partners (including the "Your Career Academy Service(s)") and should be read in conjunction with our General Terms & Conditions above which shall also apply save where they are inconsistent with these terms.

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

14. Prices and payment

1. Your order is an offer to purchase ILS Services that include: Consultancy, Guidance, Training, Recruitment support, Apprenticeship support and business to business consultancy services. You may also purchase from Industry Learning Solutions Ltd the affiliate services of LTS training, LTS consultancy and Your Career Academy platform and Industry 4.0 apps. The Services and/or Courses requested from ILS will be made available to you once your payment has been authorised and the course session has started. There will be no contract of any kind between you and us unless and until you make authorised payment in full or, where agreed separately, ILS payment area agreed separately by both parties. ILS normal terms of invoicing are 'payment in full' within 14 days from date of invoice.
2. At any point up until then, we may decline to supply the Services to you without giving any reason.
3. The fee for the Services is calculated and payable in advance of the course start date agreed with Industry Learning Solutions Ltd (ILS) unless agree separately. ILS or LTS shall be under no obligation to provide the training, consultancy, app development or access to the Academy Service until the fees have been paid.
4. All prices are expressed exclusive of any VAT payable unless otherwise stated and will be subject to VAT chargeable at 20%.
5. Payment for Services will be by BACS or bank transfer or company cheque within 14 days of date of invoice. Authority for payment must be given at the time of placing your order.

2. Delivery

1. Within 48 hours of purchase (during the working week), a confirmation email will be sent to the customer acknowledging payment and successful enrolment on the specific Service ordered.
2. Within one week before the announced course start date customer will be notified by email of an online URL where the course materials will be located. Customers will be required to create a username and password for logging into the site and accessing the course content.
3. Users will be shown how to use the service and once enrolled on a programme with an external awarding body there is an expectation on the employer that they will support the employee to complete the course and for line managers to have access to progress reports of employees undertaking training or career development.
4. The provision of the Service and access to the Service represents a contract between the employer client and ILS. If employees leave their employer they do not retain automatic right to the work submitted or to the continued of use the LTS learning platform. The IP is retained by the sponsoring employer and any work undertaken up to the point of departure from the company belongs to the employer client not the employee.
5. It is not possible to pause your course or take a holiday midway through your course.

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

3. Using the Your Career Academy Service

1. Please read the description for the Career Academy Service carefully before placing your order as refunds cannot be given (see section 7 below).
2. ILS in partnership with LTS warrants that it has the right to provide the LTS Training and Online Service and will use all reasonable skill and care in making the Service available to you and in ensuring its availability. Because of the nature of the internet, errors and omissions do occur and Service does not give any other warranties in respect of the Online Service.
3. We reserve the right, at our discretion, to make changes to any part of any Service provided that it does not materially reduce its content or functionality.
4. In the event that ILS or LTS withdraws or is permanently unable to deliver a particular Course, Service or programme, a partial refund will be given covering the portion of the course that remains undelivered.

4. Posting of content

1. All content which you provide or upload to our website shall be subject to the relevant provisions of our **General Terms & Conditions**.

5. Fair use policy

1. We operate a 'fair use' policy to protect the quality of our Services. If we believe your use of a Course Service is taking up excessive bandwidth or your use of a Service is adversely affecting the provision of the service (or any part of it) to other users, or other users' enjoyment of the service, we reserve the right to manage or regulate your usage of the Online Service. This may include temporarily suspending your user account and/or access to the Service.

6. No commercial use

1. Subject to clause 4.1, all Online Course Services are available for non-commercial use only. The Service reserves the right to refuse orders from businesses that we consider are for commercial concerns. You may not re-sell or make available to any third party the Services of ILS and LTS without the prior written consent of ILS.

7. Cancellation and refunds

1. Refunds cannot be made for downloadable digital items.
2. Cancellation and refunds are available for subscribers to the Online Course Services only with 14 days of starting the course. If you need to request a refund for whatever reason please contact info@industrylearningsolutions.com.
3. It is not possible to cancel or postpone your course, apart from under the circumstances in item 2 above.
4. Your access to the Service may be terminated by written notice if you are in material breach of these terms and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these terms affects our lawful operation of the Online Course Service or third party customers we may suspend your access to the Online Course Service at any time.

TERMS & CONDITIONS

General Terms and Conditions Updated 24.05.22

10. Interpretation

1. In these terms "ILS", "Productivity Connected", "we", "us" or "our" refers to Industry Learning Solutions Limited a company registered in England and Wales and whose registered office address is at Ty Gwenyn, 14 Ethley Drive, Usk, Wales, NP15 2FD.
2. If you have any queries please contact info@industrylearningsolutions.com.
3. ILS Company Registration No. 11170081

For further information and to discuss your specific queries, call Viv Compton on +44 (0) 1291 691233 or +44 (0) 7966 315507. Alternatively email us, with your contact details and question(s), to: info@industrylearningsolutions.com

www.industrylearningsolutions.com