

## WORCESTER ONLINE ACADEMY TERMS AND CONDITIONS

This page (together with any documents referred to in it) sets out the terms and conditions on which the Company (as defined below) provides the Services (as defined below) and is to be read in conjunction with the Company's general terms and conditions for legal and privacy which can be found at <http://www.worcester-bosch.co.uk/homeowner/our-company/legal-and-privacy-information> ("**Legal and Privacy Terms**"). If there is any inconsistency between any of the provisions in these terms and conditions and the Legal and Privacy Terms, the provisions of these terms and conditions shall prevail.

A Customer should read these terms and conditions carefully before registering an account on the Worcester Online Academy. These terms and conditions apply to all and any use of the Worcester Online Academy. If a Customer does not accept these terms and conditions then it should not use the Worcester Online Academy and should leave the Worcester Online Academy immediately. The continued use of the Worcester Online Academy by the Customer shall signify the Customer's acceptance to be bound by these terms and conditions.

The Company reserves the right to make amendments, alterations or variations to these terms and conditions at any time to reflect changes in the market condition affecting the Company's business, changes to technology, changes in relevant laws and regulatory requirements and changes to the Company's system capabilities. The continued use of the Worcester Online Academy by the Customer shall signify the Customer's acceptance to be bound by any amendments, alterations or variations to these terms and conditions.

### 1. DEFINITIONS

The following definitions and rules of interpretation apply in these terms and conditions.

**"1998 Act"** means the Data Protection Act 1998;

**"Company"** means Bosch Thermotechnology Limited, a company registered in England and Wales with company number 01993294, whose registered office address is Cotswold Way, Warndon, Worcester WR4 9SW;

**"Cortexa"** means Cortexa Limited, a company registered in England and Wales with company number 04325377, whose registered office address is 2 Manor Farm Court, Church Lane, Great Doddington, Wellingborough, Northamptonshire NN29 7TR;

**"Customer"** means the person to whom the Company agrees to supply any Services;

**Deliverables** means all Documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);

**"Document"** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

**"Force Majeure Event"** means any circumstance not within the Company's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) interruption or failure of utility services, including internet services.

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Pre-existing Materials”** means all Documents, information and materials provided by the Company relating to the Services which existed prior to the commencement of these terms and conditions, including computer programs, data, reports and specifications;

**“Products”** means domestic boilers (including accessories) and commercial appliances (including accessories);

**“Services”** means the provision of information and online training services on the Products and the sale of the Products, together with any other services which the Company provides or agrees to provide to the Customer, via the Worcester Online Academy; and

**“Worcester Online Academy”** means the portal used by the Company to provide the Services to the Customer.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. INTRODUCTION**

2.1 The Company supplies the Products within the United Kingdom.

2.2 The Company has set up the Worcester Online Academy to provide the Services to the Customer.

## **3. DURATION**

3.1 The Services supplied under these terms and conditions shall continue to be supplied by the Company to the Customer until these terms and conditions are terminated by either party in accordance with clause 14.

## **4. REGISTRATION**

4.1 In consideration of the Company providing the Services, the Customer must register on the Worcester Online Academy by entering its details on the "Registration" page and clicking the confirm button.

4.2 In the event that a Customer is a company owner, or manager, and wishes to bulk register on behalf of multiple learners, the Customer must contact [marketing@uk.bosch.com](mailto:marketing@uk.bosch.com). A bulk registration of up to 30 learners can be accommodated.

## **5. PASSWORD AND SECURITY**

5.1 On completion of the registration form, the Customer will receive an email containing a username and password. The Customer will gain immediate access to the Worcester Online Academy training catalogue.

5.2 To change its password, the Customer must use the forgotten password feature on the Login page.

## **6. COMPANY'S OBLIGATIONS**

6.1 The Company will provide the Services using its reasonable care and skill.

6.2 The Company does not make any warranty or representation that:

- (a) the Services will meet any specific requirement that the Customer may have;
- (b) the Customer will obtain any particular result from the receipt of Services; and
- (c) the Customer will obtain any particular qualification from the receipt of Services, unless stated otherwise on the Worcester Online Academy.

6.3 The Company shall use reasonable endeavours to ensure that all information on the Worcester Online Academy is correct but does not make any warranty or representation, nor does it accept any liability, for the correctness of such information.

6.4 Except as otherwise provided, the Company does not give any warranties or conditions (whether express, implied by law, statutory or otherwise) in relation to the accuracy of the information provided on the Worcester Training Academy.

- 6.5 The Company reserves the right to update the Pre-existing Materials and Deliverables without notice to the Customer.
- 6.6 Any images provided in the Pre-existing Materials and Deliverables serve as a guide only and the colours and finish of such images may vary.
- 6.7 All sizes and measurements provided by the Company in the delivery of the Services (including the Pre-Existing Materials and Deliverables) are approximate. The Company shall use its reasonable endeavours to make sure that they are as accurate as possible.
- 6.8 All representations, warranties, terms and conditions that are not expressly set out in these terms and conditions (whether implied by law, statutory or otherwise) are excluded to the maximum extent permissible by law.

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1 The Customer shall:
- (a) co-operate with the Company in all matters relating to the Services
  - (b) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services.
- 7.2 If the Company's performance of its obligations under these terms and conditions is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Worcester Online Academy ([www.worcesterbosch-academy.co.uk](http://www.worcesterbosch-academy.co.uk)) is owned by Worcester. The content provided on the Worcester Online Academy, including, but not limited to, the Deliverables and Pre-existing Materials are owned by the Company. The platform of the Worcester Online Academy is owned and hosted by Cortexa.
- 8.2 As between the Customer and the Company, all Intellectual Property Rights and all other rights in the Deliverables and Pre-existing Materials shall be owned by the Company.
- 8.3 No content in whole or in part of the Worcester Online Academy, including, but not limited to, the Deliverables and Pre-existing Materials, may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of the Company. Any such use is strictly prohibited and will constitute an infringement of the Intellectual Property Rights of the Company and a material breach of these terms and conditions.
- 8.4 The Customer agrees not to access the Deliverables and Pre-existing Materials by any means other than through the Worcester Online Academy.
- 8.5 The Customer agrees not to delete, change or modify in any way the copyright notices on the Worcester Online Academy.

## **9. PRIVACY POLICY**

- 9.1 A full copy of the Company's Privacy Policy can be found at <http://www.worcester-bosch.co.uk/installer/our-company/legal-and-privacy-information> .

## **10. CONFIDENTIALITY AND THE COMPANY'S PROPERTY**

- 10.1 The Customer undertakes that it shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents, consultants or subcontractors or of any member of the group of companies to which the Company belongs and any other confidential information concerning the Company's business or Products which the Customer may obtain, except as permitted by clause 10.2.
- 10.2 The Customer may disclose the Company's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms and conditions. The Customer shall ensure that its employees, officers, representatives or advisers to whom it discloses the Company's confidential information comply with this clause 10; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 The Customer shall not use the Company's confidential information for any purpose other than to perform its obligations under these terms and conditions.
- 10.4 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Customer (including Pre-existing Materials and Deliverables) shall, at all times, be and remain the exclusive property of the Company, but shall be held by the Customer in safe custody at its own risk.

## **11. LIMITATION OF LIABILITY**

- 11.1 Nothing in these terms and conditions limits or excludes the Company's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 11.2 Subject to clause 11.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions 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 or damage to goodwill;

- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss.

11.3 Subject to clause 11.1 and clause 11.2, the Company shall not have any liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions.

11.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these terms and conditions.

## **12. DATA PROTECTION**

12.1 Each party undertakes to comply at all times with the 1998 Act to the extent it processes any personal data or sensitive personal data on behalf of the other. **'personal data'** and **'sensitive personal data'** shall have the meanings given in the 1998 Act.

12.2 In particular, but without limitation, each party shall:

- (a) only carry out processing of such data in accordance with the other's instructions;
- (b) only disclose it to or allow access to it by those of its employees (or agents or sub-contractors) who are familiar with data protection requirements and whose use of such data relates to their job or function; and
- (c) assist the other with all subject information requests received from data subjects.

12.3 For the avoidance of doubt, neither party (or its agents or sub-contractors) shall acquire any rights in any of the other's personal data or sensitive personal data and shall only be entitled to process it in accordance with its contractual obligations. On termination of these terms and conditions each party (or its agents or sub-contractors) shall immediately cease to use the same and shall arrange for its safe return or destruction as shall be agreed with the other at the relevant time.

12.4 The Customer agrees to indemnify the Company against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur as a result of any breach by the former of any of the undertakings given in this clause 12.

## **13. TERMINATION**

13.1 The Company may cancel the Customer's membership of the Worcester Online Academy at any time by giving one months' prior written notice to the Customer.

13.2 Without affecting any other right or remedy available to it, the Company may cancel a Customer's membership to the Worcester Online Academy with immediate effect if:

- (a) the Customer commits a material breach and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (b) the Customer repeatedly breaches any of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these terms and conditions;
- (c) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

- (d) the Company decides that in its reasonable opinion the Customer has acted in a way to justify the cancellation of its membership to the Worcester Training Academy.
- 13.3 The Customer may cancel its membership of the Worcester Online Academy at any time by giving one months' prior written notice to the Company.
- 13.4 Cancellation of its membership to the Worcester Training Academy may affect a Customer's rights or its membership of other schemes associated with the Company, including, but not limited to, the Worcester Accredited Installer Scheme.
- 13.5 For the purposes of clause 13.2(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Company would otherwise derive from a substantial portion of these terms and conditions. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

#### **14. CONSEQUENCES OF TERMINATION**

- 14.1 On termination or expiry of these terms and conditions:
  - (a) the Customer shall, return or delete all of the Company's Pre-existing Materials and Deliverables. Until they have been returned or deleted, the Customer shall be solely responsible for their safe keeping; and
  - (b) the following clauses shall continue in force: clause 8 (Intellectual property rights), clause 10 (Confidentiality and the Company's property), clause 11 (Limitation of liability), clause 14.1, clause 24 (Notices), clause 25 (Governing law and jurisdiction).
- 14.2 Termination or expiry of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the Company that has accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

#### **15. FORCE MAJEURE**

- 15.1 If the Company is prevented, hindered or delayed in or from performing any of its obligations under these terms and conditions by a Force Majeure Event, the Company shall not be in breach of these terms and conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 15.2 The Company shall:
  - (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Customer of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under these terms and conditions; and
  - (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 15.3 If the Force Majeure Event prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than three months, the Company may terminate the Services by giving one months' written notice to the Customer. On the expiry of this notice period, these terms and conditions will terminate. Such

termination shall be without prejudice to the rights of the Company in respect of any breach of these terms and conditions by the Customer prior to such termination.

**16. VARIATION**

The Company may vary these terms and conditions at any time. Any such variation will take effect when posted on the Worcester Online Academy and it is the Customer's responsibility to read the terms and conditions on each occasion it uses the Worcester Online Academy. The continued use of the Worcester Online Academy by the Customer shall signify the Customer's acceptance to be bound by any amendments, alterations or variation to these terms and conditions.

**17. WAIVER**

No failure or delay by the Company to exercise any right or remedy provided in these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**18. RIGHTS AND REMEDIES**

Except as expressly provided in these terms and conditions, the rights and remedies provided in these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

**19. SEVERANCE**

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

**20. ENTIRE AGREEMENT**

20.1 These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.

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

**21. ASSIGNMENT AND OTHER DEALINGS**

21.1 These terms and conditions are personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations in these terms and conditions.

21.2 The Company may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under these terms and conditions.

## **22. NO PARTNERSHIP OR AGENCY**

- 22.1 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **23. THIRD PARTY RIGHTS**

No one other than a party to these terms and conditions, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **24. NOTICES**

- 24.1 Any notice given to a party under or in connection with these terms and conditions:
- (a) shall be in writing and in English or accompanied by an accurate translation into English;
  - (b) shall be signed by or on behalf of the party giving it;
  - (c) shall be sent to the party for the attention of the contact and at the address listed in clause 24.2;
  - (d) shall be sent by a method listed in clause 24.4; and
  - (e) is deemed received as set out in clause 24.4 if prepared and sent in accordance with this clause.
- 24.2 Any notice for the Company must be sent to:
- [Josi Martin] at Bosch Thermotechnology Limited, Cotswold Way, Warndon, WR4 9SW
- 24.3 If the Company's details change then it will update the details given in clause 24.2, the change taking effect immediately.
- 24.4 This table sets out:
- (a) delivery methods for sending a notice to a party under these terms and conditions; and
  - (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 24.1:

<b>Delivery method</b>	<b>Deemed delivery date and time</b>
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting.
Pre-paid airmail providing proof of delivery.	9.00 am on the fifth Business Day after posting

- 24.5 For the purpose of clause 24.4 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

24.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.7 A notice given under or in connection with these terms and conditions is not valid if sent by e-mail.

## **25. GOVERNING LAW**

These terms and conditions 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.

## **26. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).