

## Terms and Conditions

### 1. Definitions

“Bosch” means Bosch Thermotechnology Limited (registered in England and Wales with company number 01993294) whose registered office is at Cotswold Way, Warndon, Worcester WR4 9SW.

“Cancellation Period” means a period of 14 days starting the day after we email you to confirm your enrolment on a Course.

“Certification Body” means Logic Certification Limited who will issue all certifications.

“Confidential Information” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of Bosch Thermotechnology Limited, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in possession of the disclosing party.

“Course” means a course taught by us or a third party in a training or classroom setting to which you attend in person.

“Course Materials” means the information provided by Bosch to accompany a Course provided as part of the Services in hard copy or electronic form (PDF).

“External Assessor” means an individual that decides whether a candidate is competent to set criteria during an examination, subject to final approval by the Certification Body.

“Intellectual Property Rights” means patents, inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off rights in design, , rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Order” means your application for enrolment on any Course in whatever form.

“Re-sit Fee” means the fees paid by you to Bosch if you sit more than one resit examination.

“Services” means the provision of the Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website or by telephone.

“Terms” means the terms and conditions set out in this document.

“Website” means [www.worcesterbosch-academy.co.uk](http://www.worcesterbosch-academy.co.uk)

“You” means the individual purchasing the Services.

## **2. These Terms**

- 2.1. These Terms apply to the sale of any Services provided by Bosch. By booking on to a Course offered through Bosch, you accept these Terms in their entirety. Please read these Terms carefully before you submit your order to us.
- 2.2. Upon enrolment for any Course, you agree to pay for the Course in accordance with these terms. This is subject (if applicable) to any right of cancellation you may have by law to cancel the Course and any contractual cancellation right agreed by Bosch.

## **3. Information about us and how to contact us**

- 3.1. You can contact us by telephoning our training team at 0330 123 0166 or by writing to us at [training@uk.bosch.com](mailto:training@uk.bosch.com) AND Training Department, Worcester Bosch Group, Cotswold Way, Warndon WR4 9SW.

## **4. Our contract with you**

- 4.1. Your Order constitutes an offer to purchase the Services in accordance with these Terms.
- 4.2. Booking for Courses can be made via our Website at the following link: [www.worcesterbosch-academy.co.uk](http://www.worcesterbosch-academy.co.uk) or by contacting us on 0330 123 0166.
- 4.3. Our acceptance of your Order will take place when you receive a confirmation email from us, at which point a contract will come into existence between you and us.
- 4.4. Bosch reserves the right at its sole discretion to decline to accept any Order. Each Course has its own entry requirements as set out on the Website. If your Order is accepted, but it subsequently transpires (at Bosch's sole discretion) that the Course is not appropriate for you, Bosch shall be entitled to cancel the contract at any time (subject to a refund of fees already paid by you, unless cancellation is because of your own misconduct or non-compliance with these Terms).
- 4.5. If we are unable to accept your Order, we will inform you of this in writing or by telephone, and will not charge you for the Services.

## **5. Changes to the Course**

- 5.1. If you wish to make an amendment to your Course please contact us by telephoning 0330 123 0166 or by writing to us at [training@uk.bosch.com](mailto:training@uk.bosch.com). You must give 10 working days' notice before your Course is due to begin. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the fees of the Course, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. There will be no fee for amending your Course.
- 5.2. We may change the Course and these terms:
  - (a) To reflect changes in relevant laws and regulatory requirements;

- (b) To implement minor technical adjustments and improvements, which will not affect the delivery of a Course;
- (c) To accommodate minor or temporary changes to dates and locations; and
- (d) To correct errors

## **6. Cancellation**

- 6.1. You have a right to cancel your Order within 14 days, and receive a refund. If you are cancelling within the 14 day Cancellation Period then please contact us on 0330 123 0166 or by writing to us at [training@uk.bosch.com](mailto:training@uk.bosch.com).
- 6.2. Subject to clause 7.2, you do not have a right to cancel your Order in respect of:
  - (a) Digital content after you have started to download or stream these; and
  - (b) Services, once these have been completed, even if the Cancellation Period is still running.

## **7. Suspension of your Course**

- 7.1. We may have to suspend or cancel the provision of a Course, for example to:
  - (a) Deal with technical problems or make technical changes;
  - (b) Make changes to a Course;
  - (c) Complete a disciplinary procedure.
- 7.2. We will contact you in advance to tell you we will be suspending provision of a Course, unless the problem is urgent or an emergency. You may contact us to end the contract for a Course if we suspend it, or tell you we are going to suspend it and we will refund any fees you have paid in advance for part of the Course that you have paid for but not received.

## **8. Payment of Fees**

- 8.1. The fees of the Course (which includes VAT) will be the price indicated on the booking page on the Website when you make your booking, unless otherwise agreed in writing.
- 8.2. Fees for the Course selected by you on the Website or purchased over the telephone shall be debited from your credit/debit card at the time of purchase. Fees must be paid in full prior to you attending any Course.
- 8.3. Unless otherwise stated on the Website, you are entitled to one examination re-sit free of charge. Any additional re-sit examinations would be subject to an applicable Re-sit Fee. Re-sit Fees shall be borne by you and shall be paid directly to Bosch.
- 8.4. Any fees or Re-sit Fee charged by your debit or credit card provider in connection with your purchase of Services is for your own account and Bosch shall not be responsible for these.
- 8.5. You shall be responsible for all costs you incur in connection with your attendance at any Course. These costs may include, but are not limited to, writing utensils, accommodation, food and travel.

## **9. Liability**

- 9.1. Subject to clause, 9.7, Bosch shall have no liability whatsoever to any person for any loss or damage or expense, however occurring or incurred, whether direct or indirect, resulting from your participation with the Services.
- 9.2. Certification is subject to final approval by the Certification Body. Certification is out of the control of Bosch. Bosch assessors' decisions must be deemed indicative only.
- 9.3. Any opinions expressed by the Course tutor or in the Course Materials represent his/her own views and not necessarily those of Bosch and Bosch shall have no responsibility for them.
- 9.4. Completion of a Course does not guarantee your competence to perform work or your ability to gain employment in the relevant field and Bosch makes no representation, warranty or guarantee as to such competence or ability. In undertaking any work, you must take care to ensure that the work is within your competence and you must seek further instruction or supervision, if necessary.
- 9.5. Any statement made to you by Bosch or its staff regarding the likelihood of obtaining employment and/or your potential earnings shall be treated as a matter of opinion and not representation and shall be non-binding.
- 9.6. Subject to the paragraphs above and clause 9.7, Bosch's total liability arising from or in connection with these Terms and the delivery of Services, shall be limited to the fees received by us in connection with the relevant Course in relation to which a dispute has arisen.
- 9.7. Nothing in these Terms shall exclude or limit Bosch's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation, or (iii) any matter in respect of which it would be unlawful for Bosch to exclude or restrict liability.

## **10. Intellectual Property**

- 10.1. All Intellectual Property Rights in the Services remain the intellectual property of Bosch and you shall not assert or attempt to assert any rights in relation to Bosch's Intellectual Property Rights.
- 10.2. You shall not use or exploit Bosch's Intellectual Property Rights other than as set out in these Terms or as agreed with Bosch in writing.

## **11. Confidentiality**

- 11.1. You shall not at any time duplicate, commercially exploit or disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers or products (including characteristics which can be deduced through knowledge or experience) of Bosch.

## **12. Termination**

- 12.1. We shall be entitled to terminate these Terms and cease to provide you with any Services with immediate effect if you:

- a. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Bosch, any teacher or lecturer who provides the Courses or any student who attends any Course;
  - b. cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
  - c. contravene the terms of assessment found in the Certification Body's rules;
  - d. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Courses;
  - e. intentionally or recklessly damage our property or the property of our employees or other students attending our premises;
  - f. are intoxicated through alcohol or illegal drugs while on our premises;
  - g. commit any criminal offence committed on our premises or where the victim is our employee;
  - h. are in breach of these Terms.
- 12.2. On termination, clause 9 (liability), clause 10 (intellectual property) and clause 11 (confidentiality) shall continue notwithstanding such termination.

### **13. Data Protection**

13.1. We may collect the following information from you:

- a. Username;
- b. Password;
- c. Full name;
- d. Employer's name;
- e. Employer's address;
- f. Contact email;
- g. Contact phone number;
- h. Mobile number; and
- i. Gas Safe and OFTEC number

13.2 We will process your personal data that you provide to us for the purposes of the training contract or any issues or requirements resulting therefrom (including forwarding your data to a third party conducting the training or offering the exam). Our legal basis for processing your personal data is that the processing is necessary for the performance of the training contract. We will not process your personal data for other purposes unless you provide consent to use your personal data for additional purposes or we have another legal basis to do so. We handle your personal data in a secure and confidential manner, and always in accordance with the law, including the Data Protection Act 1998 and from 25th May 2018 the General Data Protection Regulation (2016) and applicable UK law. We will never disclose your personal data to third parties unless there is a legal basis for this. The law provides you with rights in relation to your personal data. To find out more about this and about how we handle your personal data in accordance with the law, please take a look at our website which is updated from time to time as legal requirements change: [worcester-bosch.co.uk/legal-and-privacy](http://worcester-bosch.co.uk/legal-and-privacy)

### **14. Assignment**

14.1. Any Services provided by Bosch under these Terms are personal to you and cannot be assigned to any other person.

## **15. Entire Agreement**

- 15.1. These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

## **16. Force Majeure**

- 16.1. Bosch shall not be liable to you for any breach of its obligations or termination under these Terms arising from causes beyond our reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a Course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

## **17. Law and Jurisdiction**

- 17.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.