

Appendix 3

Terms and Conditions of Use

You have been provided with a non-exclusive licence to access SkillGate Courses and Services (the System) on condition you accept the Terms and Conditions of Use shown below.

You have been provided with a Licence for one of three reasons:

- a. Because you are a Registered Employee of an organisation that has purchased the System in order to offer you Courses and training Services. Further conditions of use may be specified in a separate agreement (the Agreement) between SkillGate and your organisation.
- b: You are a Review User
- c: You have purchased a Course

By accessing the System you agree the following Terms and Conditions..

Definitions

"Agreement" means the agreement between SkillGate Ltd and your organisation.

A "User" is any named individual who has access to the System.

"Course" is the general name given to the different learning delivery mechanisms used by The System.

"Organisation" means a company who signs an Agreement with SkillGate for the provision of the System to its Registered Users

"Personal Data" has the meaning set out in the Data Protection Act 1998 and relates only to personal data of which the Organisation is the data controller (as such term is defined in the Data Protection Act 1998) and in relation to which SkillGate is providing services under this Agreement

"Processing" and "Process" has the meaning set out in the Data Protection Act 1998.

"Review User" is an individual user who has access to the system for the purposes of evaluating the suitability of the content

"Registered Employee" means an employee or contractor of the Organisation who has been given access to the System by completion of the on-line registration process provided by The System

"Service" means the provision of The System and Courses to the Organisation by SkillGate

"System" means the software and content provided via any SkillGate website to the organisation and Users.

Terms of Use for all Users

1. You agree to use the system and the service for your personal use only.
2. You agree not to assign or transfer your rights to use this System.
3. You agree not store copy or transfer any of the content of the System apart from your personal learning use.
4. You agree to only print content for your personal learning use
5. Review Users may access the System only for the purpose of the assessment of suitability of the System or Courses.



Duration of your Licence

The amount of time you have to access the System depends on the type of User you are:

1. For Registered Employees the Term will be specified in the Agreement.
2. For Review Users access is at SkillGate's discretion
3. For purchasers of Courses access to the Course purchased will be for one year from the date of purchase

Your Personal Data

1. Details of the way your data is used, and who can access this data, is included in the Privacy Statement.

Content Accuracy

- 1 SkillGate shall use its best endeavours to ensure the completeness and accuracy of any content before placing the same on the System.
- 2 The content of Courses (save those Courses written specifically at the request of the Organisation) has not been written to meet your individual requirements and is supplied on a generic basis. No failure of any part or the whole of the Courses (save those Courses written specifically at the request of the Organisation) to be suitable for your requirements shall give rise to any right or claim against SkillGate or the Organisation.
3. Subject to clause above, the User accepts that SkillGate is in no way liable for any inaccuracies or misleading statements or representations made in any content supplied by SkillGate.

Intellectual Property

- 5.1 All data entered on The System by Users in an Organisation including but not limited to email addresses and activity results shall remain the property of the Organisation and SkillGate shall not use such data save to comply with its obligations under the Agreement.
- 5.2 Nothing that the User does or is entitled to do under the terms of the Agreement or otherwise shall transfer ownership of any Intellectual Property Rights to the Organisation or the User.
- 5.3 SkillGate warrants that the supply of The Service will not infringe any third-party intellectual property rights or other proprietary right.

Refund Policy for purchased Courses:

1. Online Courses:

We offer a 14day money back guarantee on our courses from the day of purchase. A full refund refund will be issued if:

you have made a request in writing or by email within 14 days of purchase

you have not completed the course nor received a Certificate of Achievement or Statement of Participation (whether digital or physical) on the course.



2. Classroom Courses (all face-to-face courses including webinars):

We offer a full refund on any classroom courses cancelled up to 14 days before the classroom course scheduled date. You can move your booking to another date (if available) up to 48 working hours before the classroom start date.

General

1. Whilst SkillGate makes all reasonable attempts to exclude viruses from the Web Site, it cannot ensure such exclusion and no liability is accepted for viruses. The User is recommended to take appropriate measures to protect itself against the risk of virus contamination.
2. SkillGate shall not be liable for any failure or delay in the performance of any of its obligations or for any consequences thereof if such failure or delay is due to reasons beyond its reasonable control.
3. SkillGate may from time to time make changes to these Terms and Agreement.
4. Any dispute or claim arising out of these Terms and Conditions shall be governed by, and construed in accordance with, the law of England.

If you would like to discuss any of this agreement before using your Licence, please contact us via the contact us form on SkillGate.com or contact Amanda Page, Director. Telephone +44 (0)1730 815670 or write to SkillGate Ltd, Gabem House, Heyshott Street, Heyshott Nr. Midhurst, West Sussex, GU29 0DP.

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