



Chartered Institute of Environmental Health (CIEH) - terms and conditions for Registered Training Account Providers.

1. Definitions

1.1 In this Agreement the following expressions shall, save where the context otherwise requires, have the following meanings:

"Accountable Officer" means the person that is, from time to time, appointed to the position of Accountable Officer within the Provider.

"Agreement" means this contract between the Provider and CIEH under which the Provider is entitled to provide training courses in accordance with these terms and conditions.

"Assessment Credit" means an entitlement by the Provider to undertake an examination of a particular Candidate in respect of his/her ability/knowledge following his/her participation in a Training Course.

"Candidate" means, in respect of each Training Course, a person that has been registered with CIEH for that Training Course.

"Connected Third Party" means any person, organisation or entity employed, engaged, connected to the Provider in connection with the provision of any Training Course.

"Course Materials" means materials produced and/or provided by CIEH in connection with the provision of a Training Course.

"Course Provider Website" means that section of the Website established from time to time for Registered Training Account Providers to have access to Course Materials and to otherwise interface with CIEH regarding the provision and administration of Training Courses and any examination or assessment undertaken in connection with any such Training Courses.

"CIEH" means the Chartered Institute of Environmental Health which is a Royal Charter Company whose principal place of business is at Chadwick Court, 15 Hatfields, London SE1 8DJ.

"Intellectual Property Rights" means any and all patents, trademarks (including without limitation CIEH's name and logo), rights in domain names, rights in designs, copyrights (including for the avoidance of doubt and without limitation, copyrights in Course Materials), and database rights (whether registered or not), rights in confidential information and any applications to register or rights to apply for the registration for any of the foregoing, and all intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world.

"Procedures" means the procedures from time to time established by CIEH.

"Provider" means the person who has registered with CIEH to become a "Registered Training Account Provider".

"Registered Training Account Provider" means a persons who is registered with CIEH as eligible to provide Training Courses.

"Subject" means the various topic streams from time to time made available by CIEH for the provision of Training Courses with each topic stream comprising a number of Training Courses or modules.

"Term" means the period from the date of this Agreement to the date on which this Agreement is terminated (howsoever caused).

"Trainers" means persons from time to time engaged or employed by the Provider to provide training courses and who have been approved (without such approval having been revoked) by the Accountable Officer.

"Training Courses" means training courses which are devised by CIEH and in respect of which certain training materials are, from time to time, made available by CIEH for downloading from the Website.

"Website" means the website with the domain name www.cieh.org or such other domain as CIEH may from time to time notify to the Provider.

1.2 Headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, references to any gender include every gender; and
- (b) references to person(s) include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.

1.4 Reference to days means working days in England unless specified to be otherwise.

1.5 Reference to any law, statute or regulation shall be a reference to such law, statute or regulation as amended from time to time.

2. Registered Training Account Provider

2.1 The Provider is appointed as a Registered Training Account Provider for CIEH for the Subjects for which it has been accepted by CIEH. Such appointment shall continue throughout the Term.

2.2 The Provider being appointed as a Registered Training Account Provider does not mean that CIEH has approved:

- (a) all or any teaching and course materials that may be used by the Provider; and/or
- (b) the way in which any Training Course may be provided,

in either case as being satisfactory and fit for purpose. It is the responsibility of the Provider to ensure that such matters are fit for purpose and are approved by the Accountable Officer.

2.3 The Provider acknowledges and agrees that its appointment is non-exclusive and CIEH shall be free at any time to appoint other Registered Training Account Providers on such terms as CIEH may in its absolute discretion determine.

3. Requirements of a Registered Training Account Provider

3.1 The Provider agrees that:

- (a) throughout the Term it shall have in office with the Provider an Accountable Officer and if for whatever reason it does not have in office an Accountable Officer that meets the requirements of Clause 5, then it shall suspend any examinations and assessments for which it has purchased Assessment Credits until a new Accountable Officer, that meets those requirements, is in office;
- (b) where reasonably practicable it shall give CIEH advance notice of any change to the Accountable Officer;
- (c) all Training Courses provided by or on behalf of the Provider shall only be provided at premises, by Trainers, to the latest syllabus for such Training Courses published by CIEH and otherwise in a manner from time to time approved in writing by the Accountable Officer and any other requirements from time to time notified to the Provider by CIEH;
- (d) Training Courses shall only be provided by or on behalf of the Provider to individuals that have been registered (in accordance with Clause 10 and the Procedures) with CIEH as Candidates for the relevant Training Course;
- (e) the Provider shall comply with all laws, regulatory requirements, guidance and codes of practice (including without limitation those relating to anti-discrimination, anti-bribery and corruption and data protection) applicable to the Provider's operation of this Agreement, the Provider's performance of its obligations under this Agreement and/or the exercise of its rights under this Agreement which shall include an obligation to ensure that:
 - (i) any promotion or advertisement relating to the Provider or a Training Course;
 - (ii) any website, social media channel or other digital account which is used to convey information relating to the Provider or a Training Course;
 - (iii) any terms and conditions on which a Training Course is made available to Candidates;
 - (iv) any information which the Training Provider collects and processes for its own benefit or for the benefit of or use by a third party (including the ability to send direct marketing to Candidates),

complies with all laws, regulatory requirements, guidance and codes of practice.

- (f) except as otherwise provided in this Agreement, the Provider shall obtain, maintain and make available all necessary assets, equipment, premises, vehicles, personnel and other facilities required for running of any Training Course;

- (g) the Provider shall ensure that the manner in which any Training Course is provided is not detrimental to CIEH's name, business, or Intellectual Property Rights or any other such similar rights and interests of CIEH;
- (h) once a Candidate has completed a Training Course, the Providers shall:
 - (i) procure that its Accountable Officer shall certify whether the Candidate has passed or failed the relevant Training Course; and
 - (ii) register (in accordance with the Procedures) such result (as certified by the Accountable Officer) with CIEH;
- (i) all statements and representations which the Provider makes to CIEH (whether in respect of its operations, Candidates passing or failing, Training Courses or otherwise) shall be made in good faith and shall be true and accurate in all material respects;
- (j) the Provider shall act dutifully and in good faith towards CIEH in all matters relating to the performance of its obligations under this Agreement;
- (k) the Provider shall inform CIEH as soon as reasonably practicable, and provide CIEH with reasonable details thereof, of any event or circumstance which the Provider is aware (or ought reasonably to have been aware) is likely to have a detrimental effect on CIEH and/or the provision or appropriateness of any Training Course;
- (l) the Provider shall follow CIEH's lawful and reasonable orders and instructions from time to time in relation to the provision of any Training Course and, in the absence of any such orders or instructions in relation to any particular matter, act in such manner as the Provider ought reasonably to have considered to be most beneficial to CIEH;
- (m) the Provider shall have and maintain throughout the Term of this Agreement its own Complaint and Dispute Resolution Procedure, shall ensure that all Candidates are aware of how to complain to the Provider and appeal against any decision of the Provider and shall deal with any such complaints or appeals reasonably and without unreasonable delay;
- (n) the Provider shall have and maintain at all times throughout the Term of this Agreement and for 6 years after its expiry or termination, adequate insurance cover with a reputable insurance company, in respect of all types of liability for which the Provider may be potentially liable under this Agreement or as a result of the provision of any Training Course, including but not limited to employers' liability, public liability and professional indemnity liability and, if so requested by CIEH, to provide to CIEH both the insurance certificates (giving details of all such cover) and the receipts for the current year's premiums;
- (o) the Provider shall not describe itself as agent or representative of CIEH and/or commit or bind CIEH, or purport to do so, in any way except as expressly authorised by CIEH in writing;

- (p) the Provider shall not make any representations or give any warranties or guarantees to Candidates in relation to success or any other outcome in any examination or assessment relating to any Training Course;
- (q) the Provider shall provide promptly in writing to CIEH full details of any change in the name, trading name, management, control or ownership of the Provider, (including but not limited to changes to any owners, directors or partners of the Provider); and
- (r) the Provider shall ensure all fees and other amounts levied by the Provider in relation to any Training Course are expressed clearly and unambiguously in writing (and, where appropriate, itemised) to the Candidate or relevant payer and shall state clearly whether such fees and other amounts levied by the Provider are inclusive or exclusive of all sums associated with any relevant examination or assessment and any VAT or local taxes.

4. Accountable Officer

- 4.1 The first Accountable Officer of the Provider shall be the person that, at the time that the Provider entered into this Agreement, the Provider notified to CIEH would be the Accountable Officer of the Provider. The Provider undertakes to CIEH that such person has agreed to be the Accountable Officer of the Provider and satisfies the requirements of Clause 5.
- 4.2 The Provider may from time to time and by notice to CIEH change the person that is to be the Accountable Officer of the Provider. The Provider undertakes to CIEH that any such person as may be notified by the Provider will have agreed to be the Accountable Officer of the Provider and will satisfy the requirements of Clause 5. Any appointment of an alternative Accountable Officer shall only take effect upon CIEH notifying the Provider that such appointment is accepted.

5. Requirements of an Accountable Officer

- 5.1 The Accountable Officer must at all times be:
 - (a) a Member of CIEH; and
 - (b) contracted with the Provider to act as the Accountable Officer of the Provider.
- 5.2 The Provider agrees that the fact that an Accountable Officer may be a member of CIEH at the required level does not imply any warranty or representation by CIEH that the relevant person has the relevant teaching, academic, technical or other skills required for acting as an Accountable Officer and so any employment or engagement of an Accountable Officer by the Provider is entirely at the risk of the Provider.

6. Duties of the Accountable Officer

- 6.1 The Accountable Officer shall be expected to comply with the relevant requirements for an "Accountable Officer" as may be published by CIEH from time to time. Failure to comply with such requirements may result in disciplinary action being taken against the Accountable Officer by CIEH.

7. Training Courses and Training Materials

7.1 Subject to Clause 3, the Provider shall be entitled to, and shall only, provide Training Courses where:

- (a) the Training Courses fall within the Subject for which the Provider is registered with CIEH; and
- (b) the content of such Training Courses meet the requirements of the syllabus for such Training Courses published by CIEH from time to time.

7.2 The Provider shall be entitled to download copies of Course Materials provided by CIEH for such Training Courses from the Website in accordance with the Procedures.

7.3 The Provider agrees to send to CIEH, within 7 days of a request for the same from CIEH, copies or sample copies (as CIEH may specify in its sole discretion) of all course notes and examination or assessment papers to be used in the Training Courses whatsoever prepared them.

7.4 Where CIEH requires any change to:

- (a) the course materials being used by the Provider in respect of any Training Course;
- (b) the way and/or location in which any Training Course is provided;
- (c) the Trainer providing any Training Course; and/or
- (d) the way in which the outcome of any Training Course is examined or assessed

then the Provider agrees that it shall adopt such requirement.

8. Licence to Use Training Materials

8.1 CIEH grants the Provider a non-exclusive, non-assignable, royalty free licence during the Term to use, modify, adapt, copy and reproduce any Course Materials but only for the purpose of providing Training Courses to Candidates in respect of which Assessment Credits have been purchased in accordance with Clause 10. All other use of Course Materials, including sub-licencing use of the Course Materials to a third party, is subject to CIEH's prior written approval.

8.2 The Provider acknowledges and agrees that it shall not acquire any right, title or interest in or to any of the Course Materials (including any modifications or amendments to any Course Materials) save for the licence set out in Clause 8.1.

8.3 In the event that any Intellectual Property Rights in any Course Materials (including any adaptations of or modifications or amendments to any Course Materials) vest in the Provider or any Connected Third Party, then the Provider hereby assigns and shall procure that any such Connected Third Party shall assign to CIEH with full title guarantee, title to all present and future rights and interests to such Intellectual Property Rights.

8.4 The Provider shall perform any actions and sign any documentation required by CIEH to assign or to perfect the assignment of Intellectual Property Rights above.

8.5 In respect of any adaptations of or modifications or amendments to the Course Materials which are made by the Provider or a Connected Third Party, the Provider shall and shall procure that any Connected Third Party shall waive any moral rights in respect of any adaptations of or modifications or amendments to the Course Materials.

9. Use of CIEH's Logo

9.1 CIEH shall allow the Provider to use CIEH's logo from time to time, provided that such use complies with the requirements set out in CIEH's branding guidelines, as published from time to time, and this Agreement. Any other use by the Provider of CIEH's name or logo, shall be subject to CIEH's prior written approval. CIEH reserves the right to suspend or terminate the Course Provider's right to use CIEH's logo at any time and the Course Provider shall immediately cease use of CIEH's logo on notice from CIEH.

9.2 The Provider acknowledges and agrees that it shall not acquire any right, title or interest in or to CIEH's name or logo save as set out in Clause 9.1 and that the Provider shall not register seek to register or use any trademark, trade name or domain name similar to or reasonably likely to cause confusion with CIEH's name, brand, trading image, trademarks, trade name, logo and/or domain name (nor create or use any website, social media channel or other digital facility which adopts the look and feel of, or is confusingly similar, to the Website)

10. Assessment Credits for Training Courses

10.1 The Provider shall be entitled to purchase Assessment Credits for Training Courses.

10.2 Each Assessment Credit for each Training Course shall entitle the Provider to register (in accordance with the Procedures) one Candidate for participation in the relevant examination for the relevant Training Course to be provided by the Provider.

10.3 The Provider agrees that it shall not provide any Training Course to any person that shall not have been so registered as a Candidate with CIEH.

11. Fees

11.1 The Provider shall be required to pay a fee (at the level from time to time determined by CIEH) for each Subject for which it is registered as a Registered Training Account Provider. Such fee shall be payable upon registration for the relevant Subject and thereafter on each anniversary of the relevant registration (where the Provider wishes to maintain the relevant registration).

11.2 The Provider shall be required to purchase Assessment Credits as required under Clause 10 from CIEH in accordance with the Procedures and at the rates from time to time published by CIEH. Once purchased, Assessment Credits shall be non-refundable and shall be non-transferable to other Registered Training Course Providers of CIEH.

11.3 All fees payable by the Provider shall be paid in sterling plus any applicable VAT which may be due on such fees.

11.3.1 CIEH reserves the right to charge additional fees to, or to vary existing fees payable by, the Provider in respect of it acting as a Registered Training Account Provider. The Provider shall be given at least 2 months' notice of any additional or varied charges.

11.4 Where any amount is payable by the Provider to CIEH, then unless otherwise provided in the Procedures or agreed in writing with CIEH, such amount shall be payable at the time of purchase.

11.5 Without prejudice to any of its other rights, CIEH shall be entitled to charge (both before and after judgement) interest on overdue payments at the rate of 4% above the base rate from time to time of HSBC Bank plc, until payment is received by CIEH in full and cleared funds.

12. Awarding

12.1 Following the provision of any Training Course, the Provider shall assess whether or not the relevant Candidates have satisfied the requirements laid down by CIEH and the Accountable Officer for the relevant Training Course. Candidates shall be eligible to be awarded such level of learning as CIEH shall specify from time to time (or in the absence of a direction) a pass or fail. Awards shall be determined by the Provider.

12.2 The Provider agrees that in determining the level of learning to be awarded to a Candidate the Provider shall:

(a) ensure that all Candidates are assessed on a consistent basis using the examination (and applying the marking scheme) for the relevant Training Course from time to time published by CIEH; and

(b) only grant a level where both:

(i) the requirements of that level have been both properly and reasonably assessed by the Provider; and

(ii) the award has been approved by the Accountable Officer.

12.3 The Provider shall ensure that no conflict of interest or potential conflict of interest arises between it, any of its employees and/or the Accountable Officer with regard to the awarding of any level of learning. Where any such conflict of interest or potential conflict of interest arises, the Provider must notify CIEH as soon as reasonably practicable then, at its cost, adopt such action as CIEH may specify to eliminate the actual or potential conflict of interest.

12.4 Failure to inform CIEH in advance of any potential or actual conflict of interest, or to make appropriate arrangements to eliminate the same as set out in Clause 12.3, may result in the relevant Candidate's results being voided. The Provider shall then be required to indemnify the relevant Candidate and CIEH for any resulting cost, loss, liability, claim or expense (including legal fees).

12.5 The outcome of any assessment of a Candidate shall be registered by the Provider with CIEH. Where a Candidate has been registered with CIEH as having passed a Training Course, CIEH shall record such fact within its records and issue an electronic certificate confirming this and recording the level of pass (if applicable) to the Provider.

12.6 The Provider shall be entitled to purchase paper copies of the certificate in accordance with the Procedures.

13. Maintenance of Records

13.1 The Provider shall maintain a complete and accurate record of:

- (a) all Training Courses provided by the Provider and the locations at which they were provided;
- (b) all certifications given by the Accountable Officer in respect of any such Training Course and/or Candidates participating in such Training Course;
- (c) all course materials used for the purposes of any such Training Course;
- (d) all examination or assessment scripts/answer sheets obtained by the Provider in respect of the relevant Training Course; and
- (e) any feedback received by the Provider in respect of any such Training Course.

13.2 Records maintained in accordance with Clause 13.1, shall be retained by the Provider for at least six years after the conclusion of the relevant Training Course.

14. Use of CIEH's Website

14.1 The Provider may only access, use and/or link to any part of the Website (whether through hyperlinks or otherwise) in accordance with the terms of use posted by CIEH from time to time on the Website and only during the Term of this Agreement.

14.2 The Provider shall:

- (a) procure that only its employees and officers duly authorised to act on its behalf will use the Provider's log-in details for the Website and then only for the purposes of the Provider's business as acting as a Registered Training Account Provider;
- (b) itself, and shall procure that its employees and officers shall:
 - (i) keep any user-name and password to access the Website confidential;
 - (ii) not share any Website log-in details with any third parties; and
 - (iii) notify CIEH immediately if any Website log-in details are subject to any unauthorised use or disclosure.

14.3 The Provider shall ensure that any website, domain name, social media (e.g. Facebook, Twitter) or email address it or any person acting on its behalf uses to promote its provision of any Training Course or other services does not have a name, domain name, sub-domain name or email address which indicates any relationship with or ownership by CIEH (subject only to the Provider's right to use CIEH's logo in accordance with clause 9 above).

15. Audit by CIEH

15.1 For the purpose of monitoring the Provider's compliance with this Agreement and for general quality assurance purposes, the Provider undertakes to allow CIEH and/or any appointed representatives of CIEH all reasonable access to:

- (a) teaching materials, classes, venues and notes used by the Provider in providing any Training Course;
- (b) records maintained by the provider in accordance with Clause 13;

- (c) the Accountable Officer; and
- (d) the Provider's premises, including but not limited to systems (including secure areas of any websites/systems), course administration, support services and materials (in each case to the extent applicable to the Provider's provision of Training Courses or activities as a Registered Training Course Provider).

15.2 Such access includes but is not limited to monitoring visits, unannounced inspection visits by CIEH and/or any appointed representatives of CIEH at any time, including at the time of any Training Course delivery, examination or other assessment. Access and/or visits may be undertaken physically or remotely. Visits will normally be undertaken on written notice by CIEH, except where CIEH considers in its sole discretion that it has reason to do otherwise.

15.3 Where CIEH reasonably believes:

- (a) that the Provider has committed a breach of this Agreement; and/or
- (b) that any of the Training Courses, examinations and/or assessments provided and the award by the Provider do not meet the standard required by CIEH

CIEH may, at its discretion:

- (i) impose any additional conditions on the Provider for the running of Training Courses or the holding of examinations or assessments;
- (ii) refuse to register further Candidates for Training Courses provided by the Provider;
- (iii) terminate the registration of a Candidate for any Training Course which has not yet been completed;
- (iv) transfer any Candidates for whom a registration has been completed to an alternative Registered Training Course Provider (in which case the Provider shall pass any fee previously charged to the relevant Candidate for such training course to such alternative provider);
- (v) suspend the ability of the Provider to provide Training Courses; and/or
- (vi) terminate this Agreement in accordance with Clause 18.3.

16. Publishing by CIEH

16.1 The Provider acknowledges and agrees that where this Agreement provides for any matter in respect of any guidance or information published by CIEH, this shall be sufficiently published where it is made available for download by the Provider from the Website, regardless of whether or not formal notice of the relevant matter has been given to the Provider.

17. Data Protection

17.1 The Provider shall comply with all laws, regulations, regulatory requirements, guidance and codes of practice in relation to the collection and use of personal data in connection with this Agreement.

- 17.2 The Provider acknowledges and agrees that personal data of the Provider's and Connected Third Parties' personnel may be processed by CIEH and its service providers in order to:
- (a) contact the Provider, its Connected Third Parties and their respective personnel in connection with this Agreement;
 - (b) send marketing communications to and permit third parties to send marketing communications to the Provider in electronic and non-electronic form (both in respect of CIEH's products and services and any third party products and services which CIEH may select from time to time); and
 - (c) create and maintain a database of information relating to information about Candidates including information created by Candidates and uploaded by the Provider to CIEH's Website or other IT-enabled repository.
- 17.3 The Provider acknowledges and agrees that personal data of Candidates (including their name, contact details, date of birth, Training Course attended, location of Training Course, date of Training Course, details of Course Provider and result) may be processed by CIEH and its service providers in order to:
- (a) notify Candidates of the result/outcome of their examination in respect of any Training Course;
 - (b) award qualifications to successful Candidates;
 - (c) maintain a register of Candidates, training programmes participated in and levels of learning awarded; and
 - (d) send marketing communications to and permit third parties to send marketing communications to Candidates in electronic and non-electronic form (both in respect of CIEH's products and services and any third party products and services which CIEH may select from time to time).
- 17.4 The Provider shall ensure that it notifies the Provider's and Connected Third Parties' personnel and each Candidate at the point at which it collects their personal data for the first time, that it will collect and share their personal data with CIEH and its service providers for the purposes set out above such that CIEH's and its service providers' use of such personal data for such purposes shall not infringe any laws, regulatory requirements or individuals' rights.
- 18. Term**
- 18.1 This Agreement shall commence on the date that the Provider is notified by CIEH that it has been accepted as a Registered Training Course Provider and shall continue unless and until terminated in accordance with this Clause.
- 18.2 Either party may give the other notice to terminate this Agreement on not less than one months' notice to the other.
- 18.3 In addition, CIEH may by notice to the Provider terminate this agreement (with or without notice) if the Provider:
- (a) commits any material breach of this Agreement;

- (b) repeatedly breaches any of the terms of this Agreement;
- (c) is subject to a change of ultimate ownership or control;
- (d) ceases to carry on its business;
- (e) has a receiver, administrator, administrative receiver or similar officer appointed in respect of, or over, all or any part of the Provider's assets or undertaking;
- (f) makes an agreement for the benefit of, or a composition with, its creditors, or another arrangement of similar import; or
- (g) is placed into liquidation or bankruptcy.

19. Effect of Termination

19.1 Termination of this Agreement shall not affect any liability of CIEH and/or the Provider arising prior to the date of termination nor the operation of any provision which expressly or by implication is to survive the termination of this Agreement (including without limitation Clauses 1 (Definitions), 3.1(o) (insurance), 13 (Maintenance of Records), this Clause 19, 20 (Liability), 21 (Liabilities to Third Parties) and Clauses 24 to 31 (ancillary matters)).

19.2 On termination of this Agreement, the Provider shall:

- (a) immediately cease to provide any Training Courses and any use of the Training Materials and/or Institute's name and/or logo; and
- (b) refund any fees paid by or on behalf of any Candidates in respect of any Training Course which has not been completed at the date of termination.

19.3 The Provider acknowledges and agrees that on termination of this Agreement the employment relationship of any person shall not have effect as if made with CIEH or any other Registered Training Account Provider as a result of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**"). Accordingly if any contract of employment is alleged to have effect as if originally made between CIEH or any other Registered Training Account Provider and any current or former employee of a member of the Provider or any of its Connected Third Parties as a result of the application of TUPE in connection with such termination, CIEH and any relevant Registered Training Account Provider shall be entitled to terminate the relevant contract and to be indemnified by the Provider against any cost, loss, liability, claim or expense (including legal fees) suffered or incurred and arising out of or in connection with such termination including all of the costs of employing the relevant person(s) up to the date of termination of employment.

20. Liability

20.1 Subject to the following provisions of this Clause 20, the maximum liability of CIEH for any loss, liability, claim or expense which the Provider may suffer or incur as a result of any and all breaches by CIEH of its obligations under this Agreement shall not exceed the amount paid by the Provider to CIEH for the registration of Candidates in the 12 months prior to the Provider first bringing any relevant claim.

20.2 Nothing in this Agreement limits or excludes CIEH's liability for:

- (a) death or personal injury caused by its negligence;

- (b) fraud or fraudulent misrepresentation; and/or
- (c) any other liability which cannot be limited or excluded by applicable law.

20.3 Save as set out in Clause 20.2, CIEH shall not be liable to the Provider or any other person, organisation or entity employed or engaged by the Provider in connection with this Agreement Services, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any special, indirect or consequential damage or loss.

21. Liabilities to Third Parties

21.1 The Provider acknowledges and agrees that it is responsible for all Trainers, the content of, manner of provision of and all outcomes from any Training Courses provided under or in connection with this Agreement and all venues, facilities and materials used to provide any Training Course. Accordingly the Provider agrees to indemnify CIEH for any cost, loss, liability, claim or expense (including legal fees) which CIEH may suffer or incur in connection with such matters and whether or not such costs, losses, liabilities, claims or expenses arise or are incurred during the course of this Agreement.

21.2 The Provider further agrees not to act in any way so as to indicate:

- (a) any association between the Trainers or any training venues and CIEH; or
- (b) any approval by CIEH of the materials used by the Provider in the provision of any Training Course; or
- (c) any independent verification by CIEH of the outcome of any such assessment or examination.

22. Anti-Bribery and Corruption

22.1 The Provider undertakes that:

- (a) it will not, and will procure that no Connected Third Party will, in the course of the operation of this Agreement, engage in any activity, practice or conduct which would constitute an offence under anti-money laundering legislation (including the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002) and/or anti-corruption legislation (including but not limited to the Bribery Act 2010) (together the "**Legislation**");
- (b) it has and will maintain in place, and will procure that all Connected Third Parties have and will maintain in place, adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under the Legislation;
- (c) it will immediately notify CIEH if a foreign public official becomes an officer or employee of the Provider or acquires a direct or indirect interest in the Provider (and the Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date on which this Agreement is formed); and
- (d) from time to time, at the reasonable request of CIEH, it will confirm in writing that it has complied with its undertakings under this Clause and will provide any information reasonably requested by CIEH in support of such compliance.

22.2 For the purposes of this Clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another shall be determined in accordance with the Bribery Act 2010 and any guidance issued under that Act. A person associated with the Provider includes but is not limited to any persons or organisation employed, engaged, connected to or facilitated by the Provider in connection with the provision of Training Courses.

23. Notices

23.1 Any notice under or in connection with this Agreement must be in writing and may be given by email (save where it concerns a matter in dispute), post or personal delivery. Any such notice addressed as provided in this Clause will be deemed to have been duly given or made:

- (a) when transmitted by the sender (if sent by email), or
- (b) when left at the address specified by the recipient for the receipt of notices (if delivered personally), or
- (c) two Business Days after posting by first class post (if given or made by post)

provided that any notice received on a day which is not a business day in the place of receipt or after 5 pm (local time at the place of receipt) on any day will be deemed to have been given or made at 10 am on the next business day in such place.

23.2 Any such notice must be addressed to the recipient at its address or email address provided for the purposes of this Agreement. In the case of the Provider it shall be the address and email address provided when it applied to become a Registered Training Course Provider and in the case of CIEH it shall be its address at Chadwick Court, 15 Hatfields, London SE1 8DJ and its email address info@cieh.org Either party may change its address and email address for notices to such other address as may from time to time be notified (in accordance with this Clause) to the other as being the relevant party's address or email address for service. Any such change shall take effect 7 days after it is given.

23.3 To prove service, it is sufficient to prove that the notice was transmitted by email to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

24. Variation

24.1 This Agreement may be varied by a written agreement between CIEH and the Provider. In addition CIEH may vary this Agreement by at least 2 months' notice of the relevant variation to the Provider.

24.2 Save in accordance with 24.1, this Agreement shall not be varied or capable of variation except by written agreement between CIEH and the Provider.

25. Assignment or Subcontracting

25.1 The Provider may not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of CIEH.

26. Entire Agreement

26.1 This Agreement constitutes the entire agreement between the parties relating to the matters contemplated by this Agreement and supersedes any and all previous agreements (whether written or oral) between the parties relating to such matters.

26.2 The Provider acknowledges that it does not rely on and shall have no right or remedy in respect of any warranty or representation (whether innocently or negligently made) by CIEH or any officer, employee, agent or advisor of CIEH except as expressly set out in this Agreement. Nothing in this Clause, however, shall limit or exclude any liability for fraud.

27. Waiver

27.1 No failure or delay to exercise, or other relaxation or indulgence granted in relation to any power, right or remedy under this Agreement shall operate as a waiver of it or impair or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

28. Severability

Each of the provisions of this Agreement is distinct and severable from the others and, if, at any time, one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) shall not in any way be affected or impaired.

29. No Partnership

Nothing in this Agreement shall be construed as giving rise to any partnership between the parties or to authorise either party to act as agent for the other party (save as may be expressly provided in this Agreement).

30. The Contracts (Rights of Third Parties) Act 1999

30.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement so that any other Registered Training Account Provider and any officer, employee, agent or advisor of CIEH may rely on and enforce any provision of this Agreement which confers or purports to confer any right or benefit on them but their consent is not required to rescind or vary this Agreement.

30.2 Except as provided in Clause 30.1, a person (a "**third party**") who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

31. Governing Law

31.1 This Agreement is governed by English law.

31.2 The parties agree that the courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement (including as to formation, enforceability, validity or interpretation) and submit to the jurisdiction of such courts and agree that accordingly any suit, action or proceeding arising out of or in connection with this Agreement (together referred to as "**Proceedings**") may be brought in such courts.

31.3 The parties waive any objection which they may have now or at any time to the laying of the venue of any Proceedings in any such court as is referred to in Clause 31.2 and any claim that any such Proceedings have been brought in an inconvenient forum and further agree that a final judgment in any Proceedings brought in the English courts shall be conclusive and binding and may be enforced in the courts of any other competent jurisdiction.