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Training Provider Finder SUBSCRIPTION AGREEMENT

ABOUT THESE TERMS:

- (A) The terms and conditions set out in this agreement (“these Terms”) govern access to and use of the *Training Provider Finder* service as provided by Skills CFA from time to time (“the Service”). SKILLS CFA is a company limited by guarantee incorporated and registered in England and Wales with company number 07066687, and a registered charity (charity number 1144894) whose registered office is at 6 Graphite Square, Vauxhall Walk, London, SE11 5EE.

- (B) In order to access and use the Service, you must signify your agreement to these Terms by clicking on the I AGREE checkbox which appears at the end of this page <http://www.skillscfa.org/training-providers-form>. By doing so, you also confirm that you are authorised to contract with Skills CFA subject to these Terms.

- (C) If you do not accept these Terms, or are not authorised to enter into an agreement with Skills CFA based on these Terms, you must exit the ordering process. You will not then be entitled to access or use the Service.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this agreement, the following words and phrases will have the following meanings:

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Confidential Information:	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information;
Documentation:	any documentation containing instructions for the use of the Service and made available to the Subscriber by Skills CFA via http://www.skillscfa.org/training-provider-finder or such other address or means as may be notified to the Subscriber by Skills CFA from time to time;
Effective Date:	the date on which payment of the Subscription Fee for use of the Service during the Initial Subscription Term or a Renewal Period (as the case may be) is received by Skills CFA;
Initial Subscription Term:	the period of 12 calendar months commencing on the Effective Date;
Malware	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service,

equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

Normal Business Hours:	9.00pm to 5.00pm local UK time, each Business Day;
Renewal Period:	the period described in clause 13.1;
Service:	the <i>Training Provider Finder</i> service made available by Skills CFA via http://www.skillscfa.org/training-provider-finder or any other address notified to the Subscriber by Skills CFA from time to time;
Software:	any software used by Skills CFA in providing the Service or storing or otherwise processing the Subscriber Data;
Subscriber Data:	the data inputted by the Subscriber for the purpose of using the Service or facilitating the Subscriber's use of the Service;
Subscriber Representative	the Subscriber's representative appointed in accordance with clause 7.4, or any replacement, as notified to Skills CFA from time to time;
Subscription:	the subscription purchased pursuant to clause 8.1 entitling the Subscriber to access and use the Service and any Documentation in accordance with this agreement;
Subscription Fees:	the subscription fees payable by the Subscriber to Skills CFA for the Subscription, as set out in the Subscription Form;
Subscription Form	the online subscription form (accessible via clicking the Submit button at http://www.skillscfa.org/training-providers-form) which, when completed and submitted by the Subscriber, and accepted by Skills CFA, creates a binding agreement between the Subscriber and Skills CFA incorporating these terms and conditions;
Subscription Term:	the Initial Subscription Term together with any subsequent Renewal Periods.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires:
- (a) words in the singular shall include the plural and in the plural shall include the singular; and
 - (b) a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision
- (a) is a reference to it as it is in force as at the date of this agreement;
 - (b) shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.7 A reference to writing or written includes faxes and e-mail.

2. USER SUBSCRIPTIONS

- 2.1 Subject to payment of the Subscription Fee by the Subscriber, the restrictions set out in this clause 2 and the other provisions of this agreement, Skills CFA hereby grants to the Subscriber a non-exclusive, non-transferable right to use the Service and any Documentation during the Subscription Term solely for the Subscriber's own internal business operations.
- 2.2 The Subscriber shall not in the course of using or accessing the Service access, store, distribute or transmit any Malware, or any material that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and in the event of any breach of the provisions of this clause, Skills CFA reserves the right, without liability or prejudice to its other rights or obligations to the Subscriber, to disable the Subscriber's access to the Service without prior notice to the Subscriber.

- 2.3 The Subscriber shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (1) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or any Documentation (as applicable) in any form or media or by any means; or

- (2) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (b) access all or any part of the Service and/or any Documentation in order to build a product or service which competes with the Service; or
 - (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or any Documentation available to any third party, or
 - (d) attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under this clause 2; or
 - (e) use the Service to provide services to third parties (provided that nothing in this clause 2 will prevent the Subscriber's use of the Service for advertising the Subscriber's offerings or services to customers or prospective customers).
- 2.4 The Subscriber shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or any Documentation and, in the event of any such unauthorised access or use, shall promptly notify Skills CFA.
- 2.5 The rights provided under this clause 2 are granted to the Subscriber only, and shall not be considered granted to any subsidiary or holding company of the Subscriber.

3. SERVICE PROVISION

- 3.1 Skills CFA shall, during the Subscription Term, provide the Service and make available any Documentation to the Subscriber on and subject to the terms of this agreement.
- 3.2 Skills CFA shall use commercially reasonable endeavours to make the Service available 24 hours a day, 7 days a week, except for:
- (a) unscheduled maintenance performed outside Normal Business Hours, provided that Skills CFA gives the Subscriber such advance notice as may be reasonably practicable.

4. SUBSCRIBER DATA

- 4.1 The Subscriber shall own all right, title and interest in and to all of the Subscriber Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Subscriber Data.
- 4.2 Skills CFA shall follow its standard archiving procedures for Subscriber Data as amended by Skills CFA in its sole discretion from time to time. In the event of any loss or damage to Subscriber Data, the Subscriber's sole and exclusive remedy shall be for Skills CFA to use reasonable commercial endeavours to restore the lost or damaged Subscriber Data from the latest back-up of such Subscriber Data maintained by Skills CFA. Skills CFA shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by Skills CFA to perform services related to Subscriber Data maintenance and back-up).
- 4.3 Skills CFA shall, in providing the Service, comply with its [Privacy and Security Policy] relating to the privacy and security of the Subscriber Data available at

<http://www.skillscfa.org/privacy-policy.html> or such other address as may be notified to the Subscriber from time to time, as such document may be amended from time to time by Skills CFA in its sole discretion.

- 4.4 If Skills CFA processes any personal data on the Subscriber's behalf when performing its obligations under this agreement, the parties record their intention that the Subscriber shall be the data controller and Skills CFA shall be a data processor and in any such case:
- (a) the Subscriber shall ensure that the Subscriber is entitled to transfer the relevant personal data to Skills CFA so that Skills CFA may lawfully use, process and transfer the personal data in accordance with this agreement on the Subscriber's behalf;
 - (b) the Subscriber shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (c) Skills CFA shall process the personal data only as required for its provision of the Service, in accordance with the terms of this agreement and any lawful instructions reasonably given by the Subscriber from time to time; and
 - (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. THIRD PARTY PROVIDERS

The Subscriber acknowledges that the Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Skills CFA makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, or any contract entered into by the Subscriber, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Subscriber and the relevant third party, and not Skills CFA. Skills CFA does not endorse or approve the content of any of third-party website accessible via the Service.

6. SKILLS CFA'S OBLIGATIONS

- 6.1 Skills CFA undertakes that the Service will be performed with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any failure of the Service caused by use of the Service contrary to Skills CFA's instructions, or modification or alteration of the Service by any party other than Skills CFA or its duly authorised contractors or agents. In the event of any failure of the Service Skills CFA will, at its expense, use all reasonable commercial endeavours to correct that failure, and such correction shall constitute the Subscriber's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Skills CFA:
- (a) does not warrant that the Subscriber's use of the Service will be uninterrupted or error-free; or that the Service or any Documentation will meet the Subscriber's requirements; and

- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Subscriber acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 Skills CFA warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. SUBSCRIBER'S OBLIGATIONS

7.1 The Subscriber will at all times have sole responsibility for:

- (a) the quality, accuracy, and integrity of the Subscriber Data;
- (b) the acts and omissions of any of its personnel or third parties involved by it in the use of the Service and/or Documentation;
- (c) compliance with all laws and regulations applicable to its use of the Service; and
- (d) ensuring it has all necessary rights, authority and licences necessary for the lawful transmission or processing of Subscriber Data by means of or in connection with the Service.

7.2 The Subscriber shall not:

- (a) attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; or
- (b) attack the Service, or permit the Service be attacked, via any form of denial-of-service attack or similar means.

7.3 In the event of any breach of clause 7.2,

- (a) the Subscriber's rights to access and/or use the Service and/or the Site will cease forthwith; and
- (b) Skills CFA may report the breach to the relevant law enforcement authorities, and disclose to those authorities any information reasonably required by them, including details of the Subscriber's identity.

7.4 The Subscriber shall nominate a person with authority to act as its representative and point of contact for all purposes related to this agreement, and may also nominate up to two persons to act as deputies to its representative. The Subscriber will provide the names and full contact details of all persons so nominated when completing the Subscription Form.

8. CHARGES AND PAYMENT

8.1 The Subscriber shall pay the Subscription Fee to Skills CFA for the Subscription in accordance with this clause 8 and the Subscription Form. No payment will be effective unless and until received by Skills CFA in cleared funds.

8.2 The Subscriber shall pay the Subscription Fee,

- (a) in respect of the Initial Term, in advance at the time of submitting the Subscription Form; and
 - (b) in respect of any Renewal Period, annually in advance,
- 8.3 Subscription Fees are non-cancellable and non-refundable: the Subscriber's failure to use the Service after payment of the Subscription Fee will not entitle the Subscriber to any refund.
- 8.4 The Subscriber will not be entitled to access or use the Service without first:
 - (a) providing correct identification and contact details as specified in the Subscription Form; and
 - (b) paying the applicable Subscription Fee in full.
- 8.5 The Subscriber will notify Skills CFA of any change to its identification and contact details as soon as reasonably practicable, and in any event within 28 days.
- 8.6 All amounts and fees stated or referred to in this agreement:
 - (a) shall be billed and payable in pounds sterling;
 - (b) are exclusive of value added tax, which shall be added to Skills CFA's invoice(s) at the rate and in the manner prescribed by law.
- 8.7 Skills CFA shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to the Subscriber and the Subscription Form shall be deemed to have been amended accordingly.

9. PROPRIETARY RIGHTS

- 9.1 The Subscriber acknowledges and agrees that Skills CFA and/or its licensors own all intellectual property rights in the Service, the Software and any Documentation. Except as expressly stated herein, this agreement does not grant the Subscriber any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service the Software or any Documentation.
- 9.2 Skills CFA confirms that it has all the rights in relation to the Service and any Documentation necessary to grant the rights it purports to grant under this agreement.

10. CONFIDENTIALITY

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure; or
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on

disclosure; or

- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 10.4 This clause 10 shall survive termination of this agreement, however arising.

11. INDEMNITY

- 11.1 The Subscriber shall defend, indemnify and hold harmless Skills CFA, its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Subscriber's use of the Service and/or any Documentation, provided that:
- (a) the Subscriber is given prompt notice of any such claim;
 - (b) Skills CFA provides reasonable co-operation to the Subscriber in the defence and settlement of such claim, at the Subscriber's expense; and
 - (c) the Subscriber is given sole authority to defend or settle the claim.
- 11.2 Skills CFA shall defend the Subscriber, its officers, directors and employees against any claim that the Subscriber's use of the Service or Documentation in accordance with this agreement infringes any intellectual property right or right of confidentiality of a third party, and shall indemnify the Subscriber for any amounts awarded against the Subscriber in judgment or settlement of such claims, provided that:
- (a) Skills CFA is given prompt notice of any such claim;
 - (b) the Subscriber provides reasonable co-operation to Skills CFA in the defence and settlement of such claim, at Skills CFA's expense; and
 - (c) Skills CFA is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, Skills CFA may procure the right for the Subscriber to continue using the Service, replace or modify the Service so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this agreement on written notice without any additional liability to the Subscriber.
- 11.4 In no event shall Skills CFA, its employees, agents and sub-contractors be liable to the Subscriber to the extent that the alleged infringement is based on:

- (a) a modification of the Service or Documentation by anyone other than Skills CFA or its duly authorised contractors or agents; or
 - (b) the Subscriber's use of the Service or any Documentation in a manner contrary to the instructions given to the Subscriber by Skills CFA; or
 - (c) the Subscriber's use of the Service or Documentation after notice of the alleged or actual infringement from Skills CFA or any appropriate authority.
- 11.5 The foregoing states the Subscriber's sole and exclusive rights and remedies, and the entire obligations and liability of Skills CFA (and its employees, agents and sub-contractors), for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of Skills CFA (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Subscriber:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Subscriber of the Service and/or Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Subscriber assumes sole responsibility for results obtained by the Subscriber from the use of the Service and/or any Documentation, and for conclusions drawn from such use, and Skills CFA shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Skills CFA by the Subscriber in connection with the Service, or any actions taken by Skills CFA at the Subscriber's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Service and any Documentation are provided to the Subscriber on an "as is" basis.

12.3 Nothing in this agreement excludes the liability of Skills CFA:

- (a) for death or personal injury caused by Skills CFA's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clauses 12 .2 and 12.3:

- (a) Skills CFA shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising

under this agreement; and

- (b) Skills CFA's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.

13. TERM AND TERMINATION

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 calendar months (each a **Renewal Period**), unless:

- (a) either party serves the other party with written notice of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement.

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 28 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement 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 the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an

administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(d) to clause 13.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this agreement for any reason no rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall be affected or prejudiced.

14. FORCE MAJEURE

Skills CFA shall have no liability to the Subscriber under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Skills CFA or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Subscriber is notified of such an event and its expected duration as soon as reasonably practicable.

15. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the authorised representatives of both parties.

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

17. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

- 18.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. ENTIRE AGREEMENT

- 19.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 19.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

20. ASSIGNMENT

- 20.1 The Subscriber shall not, without the prior written consent of Skills CFA, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 20.2 Skills CFA may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. NOTICES

Any notice required or permitted to be given under the terms of this agreement will (unless otherwise provided) be in writing and will be sent by facsimile or email to

- (a) in the case of Skills CFA, to the facsimile number or email address specified in the [Contact Us] page of its website at [insert page address]; and
- (b) in the case of the Subscriber, to the facsimile number or email address specified in the Subscription Form;

or to such other facsimile number or email address as may from time to time be designated for that purpose by the relevant party in accordance with this clause 23. Any such notice will be deemed to have been given on the next working day following sending by facsimile or email.

24. GOVERNING LAW

This agreement 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.

25. 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).

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