

## Futureproof Essentials Community Renewal Fund Projects

Terms and Conditions for applicants

Last update: 3/3/22

### General – Inclusions and exclusions

The programme includes access to the Futureproof Essentials training package and upon successful completion, certification from the course and NOCN OneAward.

### General – eligibility criteria

Training is to be completed within four weeks of access to training being granted.

Applications will be accepted until Friday 2<sup>nd</sup> June 2022

#### 1. Introduction.

1.1. Training: The Green Register (TGR) is the provider of training courses (“Courses”). Courses relates to the Futureproof Essentials Training package

1.2. Course Details: Details of this training is available from TGR and set out on at [www.greenregister.org.uk/futureproof](http://www.greenregister.org.uk/futureproof)

1.3. Terms apply to Community Renewal Fund training programmes only. The following terms and conditions (‘these Terms’) shall be incorporated into all agreements for the provision of Course.

#### 2. Definition.

2.1. Definitions: In these Terms, the following expressions shall have the meanings set against them unless the context is inconsistent therewith:

(a) “Course Materials” means any documentation, articles, web pages, online material or consulting project materials provided as part of the Course;

(b) Futureproof Essentials is a trading name of TGR, whose registered office is at The Create Centre, Smeaton Rd, Bristol BS1 6XN

(c) “Online Course” means Course delivered in pre-recorded format.

(e) ‘You’ means any person who uses the Website or whose order for the Course is accepted by TGR.

(f) “Website” refers either to the website at [www.greenregister.org.uk/futureproof-essentials](http://www.greenregister.org.uk/futureproof-essentials), a service provided by TGR, or any other website controlled by TGR.

2.2. Delivery: “Delivery” means when Remote Course Materials have been delivered, or when access to Online Course material has been granted.

2.3. The Regulations: Any reference to a Regulation in these Terms is a reference to one of the Consumer Protection (Distance Selling) Regulations 2000.

#### 3. Acceptance

3.1. Acceptance: By registering to purchase the training or by otherwise agreeing to be supplied with the Course, you agree to be legally bound by these Terms, and that your use of the course material will be on these Terms alone.

3.2. Amendment: TGR reserves the right to change these Terms from time to time. You are responsible for regularly reviewing these Terms and any amended terms posted on the Website or otherwise notified to you. Your continued use of the Website/Training material constitutes your agreement to these Terms as amended. TGR will be bound by any amendment to these Terms only to the extent that such amendments have been approved in writing by a Director of TGR.

#### 4. Price.

4.1. Price List & Changes: Except as otherwise expressly agreed by TGR in writing, the price of the programme shall be the price listed in TGR's published price list current at the date of purchase (subject to any volume discounts set out in the price list).

#### 5. Payment.

5.1. Relevant discount codes may be used to access training free of charge at point of entry, providing entry requirements have been met.

#### 6. Acceptance & Cancellation.

6.1. Offer and Acceptance: Neither the Website nor the TGR's price lists constitute legally binding offers:

Acceptance of your order shall take place only when TGR dispatches its acceptance of your order to you. In this case, granting access to Futureproof Essentials on TGR's learning management system.

6.2. Cancellation Right: You have the right in accordance with Regulation 10 to cancel any Contract made between us, which includes contracts made exclusively by means of the Internet, e-mail, fax, telephone or other means of distance communication. In accordance with the Regulations, notice of cancellation must be received by us during the Cancellation Period. Notice of cancellation must be received by us during the Cancellation Period, beginning on registration and ending SEVEN DAYS after you register for the course.

#### 6.3. Cancellations:

- You may cancel at any time
- All cancellations are subject to a £25 admin fee, unless access to the course is free of charge

#### 7. Intellectual Property Rights.

7.1. Ownership: TGR own all title, copyright and all other intellectual property rights (including without limitation, database rights, trademarks, patents, and designs (whether registered or unregistered) in and to all Training Material. You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in and to the Website or training material and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

7.2. Limited Licence: Except as otherwise expressly stated on the Website or in the Training Material, the training, and the Training Materials are supplied for your private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the

Course Materials and/or the Website is strictly prohibited without the express prior written consent of TGR. The Futureproof Skills & Certification programme is not transferable to any other party.

7.3. Software: Your use (including downloading) of any content or software in connection with the Courses is governed by the terms of the end user licence agreement (if any) which accompanies or is included with such content and/or software. You may not install or use any content or software that is accompanied by or includes a licence agreement unless you first agree to the terms of such licence agreement. You agree that the licensor of any software obtained via us and used by you in connection with the Courses shall have the right (in terms of the Contracts (Rights of Third Parties) Act 1999) to enforce the terms of that licence directly against you. For any content or software not accompanied by a licence agreement, TRA hereby grants to you a revocable personal non-transferable licence to use the content or software for viewing and otherwise in accordance with these Terms.

7.4. Trademarks: The display of any trade names or trademarks on the Website or in any of the Course Materials does not imply that any licence has been granted to any third party in respect of the same. All other product or company names, devices, logos, icons, graphics or designs referred to on the pages of the Website or in any of the Course Materials are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners.

TGR intends no infringement of such trademarks. The appearance or absence of products, services, companies, organisations, home pages or other websites on the Website or any of the Course Materials does not imply any endorsement or non-endorsement thereof by TGR.

7.5. Reservation of Rights: All rights not expressly granted to you under these Terms are reserved to TGR.

7.6. TGR will retain copyright on all authored material, unless otherwise agreed.

## 8. Registration.

8.1. Registration: In order to access and use the Website and training material, you are required to complete the applicable registration form (“the Registration Form”) and to submit the same to TGR. The information requested to be provided on the Registration Form must be current, complete and accurate. Registration is subject to acceptance or refusal by TGR at its sole discretion. By registering you warrant and represent that you can form binding contracts under applicable law.

8.2. Passwords: You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the Website and/or the Courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account. You must notify TGR immediately of any unauthorised use of your password or any other breach of security regarding the Website and/or the Courses which comes to your attention. TGR will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by TGR as a result of someone else using your password or account.

8.3 Data and privacy. TGR’s privacy policy is set out [here](#) for your review. Additionally, by registering your details for Futureproof Essentials training under Community Renewal Fund programmes, you are permitting us to share your contact details with our project partners for the sole purpose of fulfilling our obligations to you regarding the programme.

## 9. Warranties & exclusions.

9.1. Warranties: TGR warrants that the Training and the Website shall be provided with reasonable skill and care by qualified and experienced consultants, and that the Course Materials will be of satisfactory quality and compliant with any sample Course Materials supplied to you for approval. If you place an order for Training having been given the opportunity to examine sample Training Materials, TGR shall be under no liability with regard to the Training Material as supplied unless such Training Materials are non-compliant with sample.

9.2. Uptime & Links: TGR will endeavour to make the Website and the Training available but cannot guarantee that the Website and/or the training will operate continuously or without interruptions which could affect use of the Website and/or the Training. The training and/or the Website may provide links to other websites, which are not under the control of TGR. TGR shall not be responsible in any way for the content of any such other websites. You acknowledge that TGR provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by TGR.

9.3. Changes to Courses: TGR reserves the right to alter or cancel any Training material.

9.4. Service Exclusions: The Website and training are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither TGR nor any other TGR entity accepts any responsibility or liability for any loss which may arise from reliance on information contained on the Website and/or in the Courses.

9.5. Limited Warranties: The above warranties are TGR's only warranties and no other warranty or condition, express or implied, will apply to the supply of the Courses, the Course Materials, or any other matter covered by these Terms. No warranty is given that the Course Materials will be fit for any particular purpose. Your statutory rights as a consumer (if any) are not affected by these Terms.

## 10. Termination.

10.1. TGR shall have the right, at any time by serving written notice on you (which notice may be served by the sending from our server of an e-mail to the e-mail address set out on the Registration Form), to cancel your registration and access to the Website and/or the Course training if you are in breach of any material term of these Terms. TGR reserves the right, in its sole discretion, to suspend your registration and/or access to the Website and/or the Courses at any time without notice.

10.2. You have four weeks from the date you are provided with the Login Details for TGR's e-learning system to access the training material and training must be completed within that time. After four weeks, you may continue to access the e-learning system by paying an annual renewal fee

## 11. Notices.

11.1. Address for Notices: Notices to TGR should be sent to [futureproof@greenregister.org.uk](mailto:futureproof@greenregister.org.uk) or by post to the following address:

The Green Register, Create Centre, Smeaton Road, Bristol. BS1 6XN

11.2. Form of Notices and Time of Receipt: Notices to you may be sent to you either by e-mail or to the postal address set out on the Registration Form. Notice will be deemed received twenty-four (24) hours after e-mail is sent or three (3) days after the date of posting.

## 12. Law & Disputes.

12.1. These Terms (and all disputes, whether contractual or otherwise, arising out of or in connection with them) are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales to which jurisdiction the parties hereby irrevocably submit.