

# BVS TRAINING LIMITED ('BVS') TERMS AND CONDITIONS

## 1 DEFINITION

1.1 'Training Media' shall mean training videos, DVDs, CD-ROMs, online training, books, manuals and other literature and similar products in every format (including via the internet or similar) in relation to various training topics (including filmed lectures, dramatic reproductions) under various titles ('Titles') to be used for staff/personnel training purposes and sold hereunder to Customers by BVS.

1.2 'Customer' shall mean a purchaser from BVS, of any Training Media.

1.3 'Independent Training Consultant' shall mean an individual person or company, who or which as their or its main business carries out tailored individual personal training services for their or its own clients using (inter alia) Training Media. Local authorities and educational establishments shall not be deemed to be Independent Training Consultants.

## 2 PAYMENT TERMS

2.1 Payment is due to BVS before goods are dispatched unless a credit account has been set up.

## 3 PURCHASES AND DELIVERY

3.1 Each Customer may purchase copies of the Training Media on one or more formats for its own use as set out herein.

3.2 We aim to deliver orders within 2 – 5 working days. Next day delivery option is available for an additional fee.

3.3 Deliveries must be checked by the customer and any missing items must be reported within 7 days.

## 4 REFUNDS AND RETURNS

4.1 The customer accepts that BVS Training operates a no refund policy and a no return policy unless the item is faulty, in which case please see Clause 6.

## 5 CREDIT ACCOUNTS & INTEREST CHARGES

5.1 For customers where a credit account has been agreed, the payment needs to be received within 14 days after the date of the invoice.

5.2 In the event that any invoice remains unpaid after 14 days, BVS reserve the right to (i) charge interest thereon, under the Late Payment of Commercial Debts (Interest) Act 1998, at the annual rate of 3% over Bank of England base rate and (ii) instruct a debt collection agency to recover the amount due plus interest and collection charges.

5.3 Credit accounts may be agreed with BVS depending on the size of the order, credit rating and the customer's type of business, e.g., social services departments, local authorities.

## 6 PRODUCT FAULTS

6.1 In the unlikely event of the customer, within six months of the original invoice date, finding a fault with the training material, due to a manufacturing defect, it will be replaced free of charge subject to clause 6.2.

6.2 The customer shall make BVS aware of a fault as soon as it becomes apparent. Having returned the faulty training material to BVS, an assessment of the reason for the fault will be made by BVS. Final decision as to whether the fault is due to a manufacturing defect lies with BVS.

## 7 COPYRIGHT, RESTRICTIONS ON USE AND LICENCE

7.1 The Customer acknowledges that BVS owns the entire worldwide copyright in and to all Training Media and the content thereon in perpetuity. BVS hereby licences the Customer to use the Training Media but only on the specific format purchased hereunder and solely in the United Kingdom and in accordance with these terms and conditions.

7.2 The Training Media shall not be edited, altered or changed in any way, reproduced, copied, sold, re-sold, rented, loaned, leased, licensed or otherwise disseminated by any method nor on any format, to any third party or internal user for any purpose whatsoever without the express prior written permission of BVS.

7.3 The Training Media shall not be reproduced in whole or in part for incorporation in any other production, TV programme, web broadcast, other media production or coupled with any other materials without prior written permission from BVS.

7.4 Any unauthorised copying, hiring, rental, lending, public performance, radio, television, web broadcast or other lending or media performance of the Training Media is strictly prohibited and all rights are reserved.

7.5 If the Customer is not an Independent Training Consultant then these terms and conditions shall constitute a one user licence in perpetuity entitling the Customer to use any one purchased copy of the Training Media on any format, at up to four (4) locations. If the Customer requires to use the Training Media at more than four (4) locations, a further licence is required from BVS and a further fee will be payable to BVS.

7.6 If the Customer is an Independent Training Consultant then these terms and conditions shall constitute a one user licence in perpetuity entitling the Customer to use any number of purchased copies of the Training Media, in any location situated in the United Kingdom provided that he or she retains possession and control of the Training Media at all times.

## 8 DISCLAIMERS

8.1 Except insofar as permitted by law BVS shall not be liable to the Customer for any loss or damage, costs, expenses or other claims whatsoever (and whether caused by the negligence of the Customer, its employees or agents or otherwise) which arise out of or in connection with the supply of Training Media hereunder or their use. The Customer acknowledges that the Training Media is used and followed at the Customers own risk.

8.2 BVS strives to provide accurate information for all training materials and products. Production is made under the best knowledge of BVS. The Customer understands that the Training Material supplied by BVS Training is intended to promote best known practice but that it is the Customer's responsibility to make his/her own judgement as to the use of any material presented.