

General Terms and Conditions for the Engage Academy Training Course Services

2026 / 2027

1. Definitions

“Application Form” means the online UWE application form which the Client has completed;

“Client” means the person, firm or company to whom the General Terms and Conditions apply to and any employees, Sub-Contractors or agents of said person, firm or company;

“Course Date(s)” shall mean the date(s) as specified by UWE in the information available online about the Training Course via the [website](#);

“Data Protection Legislation” shall mean the European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/139/EC) and any applicable legislation and/or regulation implementing or made pursuant to them including but not limited to the Data Protection Act 2018, or which amends, replaces, re-enacts or consolidates any of them (including but not limited to the UK General Data Protection Regulation (“UK GDPR”) from January 2021 and EU General Data Protection Regulation, (“EU GDPR”) to the extent that the parties are subject to it), and including, where applicable, the guidance and codes of practice issued by the supervisory authorities (including the ICO);

“Delegates” shall mean members of staff of the Client attending the Training Course;

“Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including, without limitation, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Training Course” means the Engage Academy development programme as specified by UWE in the information available online via the [website](#);

“Training Materials” shall mean the training materials including originals and copies of any and all of the materials furnished to Delegates as part of the Training Course and includes any new materials based wholly or partly on the content, structure or ideas contained in those materials;

“Term” means from the date the Client completes the Application Form accepting these terms and conditions until the end date as specified by UWE in the information available online via the [website](#);

“UWE” means University of the West of England, Bristol, a higher education corporation established under the terms of the Education Reform Act 1988 (UKPRN: 10007164) and an exempt charity under the terms of the Charities Act 2011 with its registered address at Frenchay Campus, Coldharbour Lane, Bristol BS16 1QY;

"UWE IP" shall mean any materials, information, documents and ideas produced by UWE (included but not limited to the Training Materials) or which relate to recognised qualification or UWE standard shall be deemed to be UWE intellectual property

2. The General Terms and Conditions

UWE agrees to deliver and the Client agrees to attend the Training Course in accordance with these General Terms and Conditions. Delivery of the Training Course shall be taken to imply that the Client has accepted these General Terms and Conditions. If the Training Course commences prior to acceptance by the Client of these General Terms and Conditions, then the provisions herein shall apply retrospectively from the beginning of the Term.

3. The Training Course

3.1 The Training Course shall:

- (i) be provided with reasonable skill care and due diligence on the Course Date(s)
- (ii) conform in every respect with the provisions of the General Terms and Conditions;
- (iii) be capable of all standards of performance specified in the General Terms and Conditions;
- (iv) shall be delivered in person on the 28 January 2027 and 8 July 2027 and online on 24-25 March 2027 and 19-20 May 2026. The dates of the optional three online webinars are advised separately by UWE. This information is as specified and updated from time to time by UWE in the information available online via the website.
- (v) be managed by UWE including the management of all its personnel taking part in the delivery of the Training Course, including the sole right to issue instructions to such personnel and shall have discretion as to the attendance and withdrawal of specific personnel from time-to-time which discretion shall be used in the best interests of the delivery of the Training Course by appropriately qualified personnel.

4. Price and payment

- 4.1 In consideration for UWE providing the Training Course, the Client shall pay UWE the fee as detailed in the booking email confirmation (the "Fee") for the Training Course.
- 4.2 Payment of the Fee is to be made in full for the Training Course notwithstanding the number of Delegates in attendance. There will be no reduction in price for non-attendance by Delegates.
- 4.3 All prices quoted by UWE are in Pound Sterling (GBP), and are exclusive of VAT. Where VAT is applicable, it shall be charged at the rate prevailing on the date of sale.
- 4.4 Payment will be via UWE's online store and will be subject to the acceptance of these General Terms and Conditions and the submission of a completed online Application Form.
- 4.5 If the Client is unable to pay online, the Client may arrange payment via invoice. Payments made in instalments incur an administration fee of £75.00.
- 4.6 If the Training Course is delayed, postponed or cancelled for any reason, UWE shall continue to be entitled to charge the fee in accordance with the terms under condition 8.
- 4.7 Notwithstanding any General Terms and Conditions referenced in any Purchase Order ("PO") which may be raised by the Client, these General Terms and Conditions shall constitute the entire agreement and only between UWE and the Client for the performance of the Training Course and all such Purchase Order terms shall be deemed null and void.

5. Liability and Insurance

- 5.1 UWE shall deliver the Training Course with reasonable care and skill. The Client shall satisfy itself as to the fitness for purpose of any Training Materials and other information provided by UWE as part of the Training Course. UWE shall not be liable for any use to which the Training Materials are put by the Client, Delegates or any third party to whom the Training Materials are made available.
- 5.2 Save for liability in respect of death or personal injury arising from negligence of its personnel, UWE will not accept responsibility for any loss or damage to the Client, Delegates or its staff, representatives or agents or their property, howsoever caused. All warranties or indemnities or conditions implied by law are excluded to the fullest extent permitted by law.
- 5.3 Subject to Condition 5(2), the parties agree that UWE shall under no circumstances be liable to the Client for any indirect, special, or consequential losses or any loss of profits, loss of revenue, loss of data, loss of General Terms and Conditions or opportunity, whether direct or indirect.

- 5.4 UWE shall not be liable or deemed to be in breach of General Terms and Conditions by reason of any delay in performing, or any failure to perform, any of UWE's obligations under these General Terms and Conditions if the delay or failure was due to any cause beyond UWE's reasonable control.
- 5.5 Save in respect of a data protection breach which shall be capped at £500,000 (five hundred thousand pounds), to the extent permitted by law, and in circumstances where UWE is liable to the Client under or otherwise in connection with these General Terms and Conditions or its subject-matter, the maximum limit of UWE's liability, whether in tort, negligence, breach of statutory duty or otherwise shall not exceed the total value of the Fee.
- 5.6 The Client shall hold satisfactory insurance cover with a reputable insurer to fulfil the Client's insurance obligations for the duration of these General Terms and Conditions as appropriate. The Client shall affect insurance against all risks. Satisfactory evidence of such insurance and payment of current premiums shall be shown to UWE upon request.

6. Termination

- 6.1 If the Client breaches or fails to observe any provision of these General Terms and Conditions UWE may give the Client written notice of such breach or non-observance and the Client shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. If the Client fails to rectify the breach or non-observance then UWE shall have the right to give the Client written notice terminating the General Terms and Conditions with immediate effect.
- 6.2 UWE may without replacing or reducing any other rights of UWE terminate the General Terms and Conditions with immediate effect by written notice to the Client if the Client becomes insolvent or bankrupt or any person whom the General Terms and Conditions may have become vested.
- 6.3 A party may terminate upon one month written notice to the other party for any reason.
- 6.4 Whenever under the General Terms and Conditions any sums of money shall be recoverable from or payable by the Client, they may be deducted from any sums then due, or which at any later time become due to UWE under these General Terms and Conditions or under any other General Terms and Conditions the Client may have with UWE.
- 6.5 A party shall not be liable for failure to perform its obligations under these Terms and Conditions nor be liable to any claim for compensation or damage, nor be deemed to be in breach of these Terms and Conditions, if such failure arises from an occurrence or circumstances beyond the reasonable control of UWE or the Client (excluding an obligation to make payment).
- 6.6 Clauses 4, 5, 6, 7, 10, 12, 13 and 14 herein shall survive termination or expiry of these General Terms and Conditions.

7. Ownership of Results

- 7.1 UWE retains ownership in all Intellectual Property Rights in UWE IP which is provided by UWE within the delivery of the Training Course as part of the Training Materials and/or otherwise. The use of UWE IP in delivery of the Training Course and as part of the Training Materials shall not be taken to imply that the same has been transferred to the Client, its Delegates and employees or any other person.
- 7.2 UWE IP may not be copied, made available, retransmitted, reproduced, sold, disseminated, licensed, distributed, published, broadcast or otherwise circulated either wholly or in part without the express written consent of UWE or otherwise in accordance with these General Terms and Conditions. The Client shall in no way claim any UWE IP as its own and shall ensure that any copying, transmission, sale, dissemination, publication or other circulation of the Client information and ideas shall not in any way disclose any UWE IP save as in accordance with the written permission of UWE, the same to be accredited appropriately.
- 7.3 The Client shall not disclose any UWE IP to any person other than the Delegates and/or other the Client employees with a need to know the same. The Client shall instruct the recipients not to use or copy or disclose the Training Materials to any third parties not being employees of the Client for any purpose whatsoever. Breach of UWE IP will be deemed to be a material breach of these General Terms and Conditions.
- 7.4 The Client shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from these General Terms and Conditions is held in strict confidence except for any such information which becomes public knowledge other than by breach of these General Terms and Conditions.

8. Cancellation

- 8.1 UWE will not charge the Fee if a Delegate is offered a place on the Training Course and declines or fails to accept their place within 4 (four) calendar weeks of the offer.
- 8.2 100% of the Fee is payable after a Delegate has accepted a place on the Training Course, regardless of the proportion of the Training Course attended by such Delegate.
- 8.3 UWE shall use all reasonable endeavours to offer an online version of the event for each cancelled in-person Training Course event. Both Parties acknowledge such change from in-person to online event is acceptable and no refund is due in this event.
- 8.4 UWE may change the date of a Training Course event for reasons beyond its reasonable control and UWE will aim to provide 14 days with written notice wherever practical. UWE shall use all reasonable endeavours to run that Training Course event on an alternative date and both Parties shall act reasonably with regard to such change. Where UWE is unable to rearrange the

Training Course event, the Client shall be entitled to a proportionate refund of the Fee.

9. Waiver

A failure at any time to enforce any provision of the General Terms and Conditions shall in no way affect the right at a later date to require complete performance of the General Terms and Conditions; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

10. Notices

All notices and communications required to be sent by the Client or UWE in these General Terms and Conditions shall be made in writing and sent by first class mail and if sent to the Client sent to the Client's registered or head office and if sent to UWE sent to: General Counsel, University of the West of England, Bristol, Coldharbour Lane, Bristol BS16 1QY with a carbon copy being sent to VCOExecsupport@UWE.ac.uk. Email service alone will not constitute properly served legal notice to UWE. Any notice shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

11. Amendment

No addition alteration or substitution of these conditions will bind UWE or form part of the General Terms and Conditions unless and until accepted in writing by UWE.

12. Data Protection

When you accept these General Terms and Conditions you acknowledge and understand that we need to hold and process personal information for administrative purposes in order to provide you with the Training Course(s). We will process personal information in accordance with the relevant Data Protection Legislation that applies at the time and our own policies on data protection and data processing. We will only share your data with third parties in accordance with our policy on data protection where the law either requires or allows us to do so where we have your express consent. More detailed information about how and why UWE processes personal data is available in <https://www.publicengagement.ac.uk/privacy-notice>. Please note, this notice will be regularly reviewed, and where necessary, will be updated to reflect any changes.

13. Confidentiality and Freedom of Information

The Client shall take note that any information supplied to UWE maybe covered by the Freedom of Information Act. The Client accepts that even if information is requested to be held as confidential, then UWE may be required under the Freedom of Information Act

to disclose such information to other parties. In such cases, the Client accepts that UWE will not be held liable for any resulting impacts to the Clients business incurred as a result of such disclosure.

The Client shall keep confidential all information connected with the business of UWE which comes to the Client's knowledge under or as a result of the General Terms and Conditions and shall not disclose it to any third party or use except:

- a) with the prior written agreement of UWE
- b) by requirement or law; or to satisfy a request under the Freedom of Information Act 2000 where disclosure is deemed to be necessary and not covered by any of the exemptions available under the Act.

14. Mediation and Governing Law

- 14.1 If any dispute arises out of these General Terms and Conditions the parties will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute, who are not otherwise involved with the Training Course. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 14.2 These General Terms and Conditions shall be governed, construed, and enforced in accordance with the laws of England and Wales, without regard to its conflict of laws rules. The English and Welsh Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these General Terms and Conditions.