

eLEARNING TERMS & CONDITIONS

BVS eLearning portal

The eLearning provided by BVS Training Ltd consists of any courses provided on the following web site:

<https://caretutor.org>

ACCESS TO THE CareTutor eLEARNING SITES WITH A SUBSCRIPTION LICENCE

- A CareTutor eLearning subscription licence grants the Customer and their associated Users the right to access the eLearning, throughout the length of the contract. The subscription fee is based on the number of employees in the Customer's organisation. BVS Training Ltd. reserves the right to change the subscription fee if the number of Users is more than the stated amount and this amount is then payable by the Customer. If the number of Users does exceed the amount stated on the Customer's original subscription invoice, additional Users will be added to the subscription from the date that the original subscription began, and the cost for those Users will be owed by the Customer at the same rate as the Users on the Customer's original subscription invoice, unless agreed otherwise with BVS Training Ltd. The subscription allows for a 25% staff turnover rate; therefore, a subscription for 100 employees would allow for up to 125 Users to access the eLearning within a 12-month period. Only 100 Users would have access at any time but up to 25 additional Users could be archived within the subscription contract for 100 Users.

RENEWAL OF SUBSCRIPTION LICENCE

Unless cancelled in writing before the renewal date or a new subscription licence agreed, the subscription licence will automatically renew for a period of 12 months on the date of expiry, for the same number of users and at the same fee per user as the previous licence. Any client use of the eLearning Portal after the renewal date will be deemed to be acceptance of the renewed subscription.

USE OF eLEARNING CREDITS

eLearning Credits are valid for a period of 12 months. Courses purchased with eLearning Credits can be accessed by a User for a period of 12 months from the date the course is purchased. Courses that have not been started by a User may be reallocated to another User, at the discretion of CareTutor. Once a course has been started by a User, the User will have access to the course for a period of 30 days, and the course may not be reallocated to another User. If a User fails the assessment quiz at the end of the course 3 times the course will be marked as complete and failed and another credit will have to be used to reallocate the course to the User for any further attempts at the quiz. A certificate of completion will only be issued upon successful completion of the assessment quiz.

USERNAMES

Usernames, if entered incorrectly, can only be changed by CareTutor Administrators, on request. User accounts cannot be reused for different individuals. User accounts being reused by different individuals is a breach of contract and is covered by CareTutor's fair usage policy.

ACCOUNTS, USERNAME AND PASSWORDS

The Customer agrees not to disclose his/her Username and password to another party. As an Administrator the Customer will set up other User accounts according to the number of subscriptions the Customer has purchased. When the Customer sets up other User accounts, the Customer agrees to ensure each Username and password is only used by one person. CareTutor reserves the right to cancel subscriptions where multiple Users access the eLearning using one account.

FAIR USAGE POLICY

Access to the eLearning is subject to a fair usage policy, which is based on the average number of courses accessed, and the number of times courses are accessed, by Users.

DISCLAIMER

The Customer accepts all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from using this eLearning site and any information or material available from it. To the maximum permitted by law, BVS Training Ltd. excludes all liability to any person arising directly or indirectly from using this eLearning site and any information or material available from it. User feedback for courses is optional, but we do use this to help improve our products. We may use feedback comments, keeping the individual user anonymous, in order to help other potential Users gain insight into our range of different courses.

TRAINING MATERIAL

Undertaking the Training Material on this eLearning site does not remove or lessen in any way the obligation of employers to provide a safe work environment or the obligation of employees to adopt safe work practices. The Training Material is subject to change without notice. Whilst CareTutor endeavours to ensure that all its training material is in line with the current legislation and is accurate, CareTutor cannot guarantee that this is always the case. The Training Material is not a substitute for independent professional advice and Customers should obtain any appropriate professional advice relevant to their particular circumstances. The Customer understands that the Training Material supplied by CareTutor 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 Training Material presented.

All Users are entitled to make up to three attempts to pass the quiz at the end of the eLearning Training Material. Once a User passes a quiz, he/she will be able to download the relevant CareTutor certificate. Should a User fail the three attempts, no certificate will be issued, and the User will need to be enrolled on the course again. Certificates issued by CareTutor are based on the answers provided by the User to the quizzes. CareTutor cannot guarantee that the User fully understands the subject and can perform his/her duties when being left on his/her own.

SECURITY RISKS AND COMPUTER VIRUSES

The Internet operates across insecure, public networks. The Customer assumes all risks associated with use of this eLearning learning site, including the risk of the Customer's computer, software or data being damaged by any virus, disabling codes, worms or other devices and defects which might be transmitted or activated via the website, or the Customer's access to it or the downloading of files from the eLearning learning site and connections transmitted to and from the eLearning site being intercepted and modified by third parties.

PAYMENT TERMS & INTEREST CHARGES

Electronic pre-payment is normally required for access to eLearning courses unless agreed beforehand with BVS Training Ltd. Should BVS Training Ltd. grant the payment after invoicing, the payment is due to BVS Training Ltd. within 14 days after the date of invoice subject to satisfactory credit checking. Subject to any applicable Free Trial Period, in the event that any invoice remains unpaid after 14 days, BVS Training Ltd. reserves 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, (ii) instruct a debt collection agency to recover the amount due plus interest and collection charges, (iii) Suspend access to all Training Media until all outstanding invoices have been paid.

REFUND/CREDIT

Due to the nature of eLearning, BVS Training Ltd. will not be able to issue any refund for any reason whatsoever after the payment has been authorised electronically or cleared if not paid electronically. A credit may be issued if it is established that there is a technical fault with the course.

COPYRIGHT AND RESTRICTIONS ON USE

The Customer acknowledges that BVS Training Ltd. owns the entire worldwide copyright in and to all Training Media and the content thereon in perpetuity, except for any content used under an open license agreement. BVS Training Ltd. hereby licences the Customer to use the Training Media but only on the specific format purchased hereunder and in accordance with these terms and conditions. BVS Training Ltd. reserves the right to make any changes in specification of the Training Media, which are required to conform to any applicable safety or other statutory requirements, or which do not materially affect their quality or performance.

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BREACH OF TERMS & CONDITIONS

If there is any breach of the Terms & Conditions, BVS Training Ltd. reserves the right to suspend access to the eLearning at any time, until the breach has been remedied.