

TERMS AND CONDITIONS FOR THE PURCHASE OF ONLINE AND OFFLINE TRAINING COURSES

Please read these Terms carefully before you submit an order (defined below) to us. Submitting an order will create legal obligations for you.

1. DEFINITIONS

1.1 In these Terms, when we refer to “we, us, our”, we are referring to the College (defined below).

1.2 When we refer to “you, your” we are referring to the Customer (defined below) and the Attendees (defined below).

1.3 In these Terms, when the following words with capital letters are used, this is what they will mean:

“**Attendees**” means any person, business or partnership to whom the College delivers the Services and as more particularly described in the Booking Form;

“**Booking Form**” means the Paper Booking Form or the Online Booking Form (whichever is completed by you to make your Order);

“**Cancellation Period**” is fourteen (14) days from the date on which the Confirmation Letter is issued to you (which is when the Contract is formed), if you are a consumer;

“**College**” means Forth Valley College of Further and Higher Education, with Registered Charity Number SC021191, having its registered office at Grangemouth Road, Falkirk FK2 9AD;

“**Contract**” means:

- the Confirmation Letter;
- these Terms;
- the Quote Proposal (if applicable); and
- the Booking Form, which is formed in accordance with clause 4 below;

“**Confirmation Letter**” means an acceptance letter which confirms the details of the Services and also confirms the date and location at which those Services will be available;

“**Commencement Date**” means the date on which the College commences the provision of the Services as more fully set out in the Confirmation Letter;

“**Consent Form**” means the consent form as completed by an Attendee’s parent or guardian consenting to the Attendee attending the Services on the basis of the Contract;

“**Customer**” means any person, business or partnership who makes the Order and as more particularly described in the Booking Form;

Data Protection Legislation means the Data Protection Act 1998; the General Data Protection Regulation (Regulation (EU) 2016/679); any applicable legislation adopted by the United Kingdom post the United Kingdom ceasing to be a Member State of the European Union (whichever is in force at the time of the Contract); and all applicable laws and regulations relating to the processing of the personal data and privacy;

"Event Outside Our Control" means any act or event beyond our reasonable control including, without limitation, strikes, lock-outs, trade union action or any other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

"Materials" means any materials, including online resources, training manuals, handouts, books or any other materials associated with the provision of the Services (including equipment and tools, drawings, specifications and data);

"Paper Booking Form" means the hard copy booking form as completed, signed and submitted by the Customer setting out the details of the supply of the Services by us;

"Online Booking Form" means the online booking form as completed and submitted by the Customer through the Website and setting out the details of the supply of the Services by us;

"Order" means an order for the purchase of Services which the customer submits to us either:

- through the Website using our Online Booking Form; or
- by completing and returning the Paper Booking Form to us;

"Quote Proposal" means (if applicable) the cover letter and document sent to you by us which provides a quote for the Services and which is valid for the time period set out in the Quote Proposal;

"Terms" means these terms and conditions; an

"Services" means the online and offline training courses which we make available for purchase from time to time;

"Website" means www.forthvalley.ac.uk as operated by the College.

2. GENERAL

2.1 You can contact the College by:

2.1.1 writing to us at: Grangemouth Road, Falkirk FK2 9AD;

2.1.2 emailing us at: businessdevelopment@forthvalley.ac.uk; and/or

2.1.3 calling us on: 01324 403173.

2.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2.3 In some areas you will have different rights under these Terms depending on whether you are a business or consumer. You are a consumer if:

2.3.1 you are an individual; and

2.3.2 you are ordering services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2.4 Our Contract with you is made up of the following documents:

2.4.1 the Confirmation Letter;

2.4.2 these Terms;

2.4.3 if applicable, the Quote Proposal; and

2.4.4 the Booking Form.

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2.5 Customers must be at least 18 years old to Order Services.

2.6 Unless an Order is accompanied by a valid Consent Form completed on terms acceptable to the College, Attendees must be at least 18 years old to receive Services from the College.

3. PLACING AN ORDER

3.1 Placing an order through the website

3.1.1 When you order any services through the Website, these Terms will apply to that order. As part of the order process you will be asked if you accept these Terms, so please read these Terms carefully before checking the box next to “I accept the terms and conditions outlined above”. If you do not accept these Terms, then do not tick the box. You will not be able to order any services through our Website if you do not accept these Term.

3.1.2 If we accept your order, these Terms will form part of the contract between us. Please see clause 4 below for more information on how the contract between us is formed. You should print a copy of these Terms or save them to your computer for future reference.

3.1.3 It is your responsibility to ensure that the details of your order are correct and accurate and that you provide us with all information relevant to your order. Our order process allows you to check and amend any errors before submitting your order through the Website. You should note that we shall not be responsible for any input errors in your order.

3.2 Placing an order by completing a Paper Booking Form.

3.2.1 When you order any services by completing and signing a Paper Booking Form, and returning this to us, these Terms will apply to that order. As part of the order process you will be asked to sign the Paper Booking Form to indicate your acceptance of these Terms. If you

do not accept the Terms, then you should not sign the Paper Booking Form. You will not be able to order any services if you do not accept these Terms.

3.2.2 If we accept your order, these Terms will form part of the Contract between us. Please see clause 4 below for more information on how the contract between us is formed. You should keep a copy of these Terms for future reference.

3.2.3 It is your responsibility to ensure that the details of your order are correct and accurate and that you provide us with all information relevant to your order. Please check the information you insert into the Paper Booking Form before returning this to us. You should note that we shall not be responsible for any input errors in your order.

3.3 Placing an order over the telephone.

3.3.1 When you attempt to order any services over the telephone, we will ask you certain questions to allow us to send you a Paper Booking Form. As part of the order process you will be asked to complete and sign the Paper Booking Form to indicate your acceptance of these Terms. If you do not accept the Terms, then you should not sign the Paper Booking Form. You will not be able to order any services if you do not accept these Terms.

3.3.2 If we accept your order, these Terms will form part of the contract between us. Please see clause 4 below for more information on how the contract between us is formed. You should keep a copy of these Terms for future reference.

3.3.3 It is your responsibility to ensure that the details of your order are correct and accurate and that you provide us with all information relevant to your order. Please check the information you insert into the Paper Booking Form before returning this to us. You should note that we shall not be responsible for any input errors in your order.

4. HOW A CONTRACT IS FORMED BETWEEN US

4.1 Placing an order through the Website

4.1.1 **when** you place an order through the Website, you are offering to buy services from us. We will send you an email shortly after you place your order. However, this email is simply confirming receipt of your order and does not mean that your order has been accepted. You should note that:-

- (a) we are not obliged to accept your Order; and
- (b) no Contract exists between us for those Services at this stage.

4.1.2 If we accept your order, we will send you the Confirmation Letter. The Contract between us is formed when we send you the Confirmation Letter.

4.1.3 All the services shown on the Website are subject to availability. If we are unable to supply you with the services, for example, because the course requested is now fully booked, or because of an error in the price on the Website, we will inform you of this by email and we will not process your order.

4.2 Placing an order by completing a Paper Booking Form.

4.2.1 when you complete and sign a Paper Booking Form, and return this to us, you are offering to buy Services from us. You should note that:-

- (a) we are not obliged to accept your Order, and
- (b) no Contract exists between us for those Services at this stage.

4.2.2 If we accept your order, we will send you the Confirmation Letter. The Contract between us is formed when we send you the Confirmation Letter.

4.2.3 All the Services are subject to availability. If we are unable to supply you with the Services, for example, because the course requested is now fully booked we will inform you of this and we will not process your order.

5. OUR SERVICES

5.1 Whilst we display information relating to the Services on the Website and in our other marketing materials (for example, course brochures and course catalogues), these images are for illustrative purposes only. We will do what we reasonably can to make sure that the information provided is a fair representation of the Services, but the actual Services may vary slightly from that set out on the Website and on our other marketing materials.

5.2 For the purpose of the Contract, the description and any specification of the Services will be set out in the Confirmation Letter.

5.3 We reserve the right to alter the Services or any relative specifications (whether such specifications have been submitted by you in the Order or otherwise), at any time, if we are required to do so by law. In such circumstances, we shall notify you as soon as practicable by email and will not process your Order until you have confirmed that you wish us to proceed.

6. PROVIDING THE SERVICES

6.1 Consumers. If you are a consumer, the provision of the Services, and of any of any digital content, will not commence until the end of the Cancellation Period unless expressly requested by you in writing and confirmed by us.

6.2 **Businesses.** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you complete the Booking Form to purchase Services. The Contract constitutes the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between both parties, whether written or oral, relating to its subject matter. Both parties agree that neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

6.3 Consumers and Businesses

6.3.1 Where the Services are provided out with Scotland, you must comply with all applicable laws and regulations of the country in which the Services are provided. We will not be liable or responsible if you break any such law.

6.3.2 We will provide the Services at the location set out in the order on the dates set out in the order.

6.3.3 We reserve the right to alter the location and dates set out in the Order. If we are unable to meet the dates or location, we will contact you with a revised date and/or location.

7. Specific Online Offers

We may offer specific discounts on certain services from time to time. Such discounts will be subject to the specific terms and conditions stated on the Website in respect of these offers, in addition to these Terms.

8. YOUR DUTIES

8.1 You must provide us with such information and/or facilities that we require to undertake the Services.

8.2 You must cooperate with us in all matters relating to the Services, and pay for the Services timeously and on the terms of the Contract.

8.3 If you are a business, we only supply the Services for internal use by your business, and you agree not to use the Services for any re-sale purposes.

9. PRICE AND PAYMENT

9.1 We will do what we reasonably can to ensure that the prices stated on the Website, our Quote Proposal and/or in our other marketing materials (for example, course brochures and course catalogues) are accurate and up to date. In the event of any pricing errors, we will notify you by email and give you the opportunity to re-confirm your Order at the correct price.

9.2 The price(s) on the Website, our Quote Proposal and / or in our other marketing materials are inclusive of VAT and any other applicable taxes in so far as the price(s) relate only to the Services. For other costs and other expenses, the Quote Proposal and / or in our other marketing materials will detail whether such costs and other expenses are inclusive or exclusive of VAT.

9.3 By submitting a credit or debit card number via the Booking Form, you:

9.3.1 confirm that your use of the particular card is authorised and that all information that you submit is true and accurate; and

9.3.2 authorise us to charge to the card for all amounts payable by you to us (including VAT and any other applicable taxes) in connection with your Order.

9.4 If you do not make any payment to us by the date it is due we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Royal Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.5 Placing an order through the Website.

9.5.1 You should note that clicking on the button “Make Payment” this will result in an Order being placed and you will pay for the Services at the time the Order is placed.

9.5.2 You must pay for the Services at the time of submitting your Order, although we will not actually take payment until we issue the Confirmation Letter. Payments must be made by credit or debit card (please see the relevant part of the Website for a list of those payment cards accepted and methods of payment).

9.6 Placing an order by completing a Paper Booking Form.

9.6.1 Payment for the order shall be made in accordance with the method, and on the terms, set out in the Paper Booking Form or Quote Proposal.

9.7 **Businesses.** If you are not a consumer, you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Cancellation and termination

10.1 OUR RIGHT TO CANCEL. We may cancel the Contract (or any part of the Contract) for any reason, in which event we will notify you. We will also refund any payments you have made in respect of the Services unless we have cancelled the Contract because:

10.1.1 you have failed to pay for the Services by the due date, and have failed to remedy the same within 14 days of being required to do so in writing;

10.1.2 you have breached any other term of the Contract; and have failed to remedy the same within 20 days of being required to do so in writing; or

10.1.3 you are a business, and you have ceased to carry on your business or you have had a receiver, administrative receiver, or liquidator appointed over all or any part of your assets.

10.2 CONSUMERS’ RIGHT TO CANCEL. This clause 10.2 deals with consumers’ right to cancel, if you are a business please go to clause 10.3 below.

10.2.1 **How to Cancel.** To cancel the Contract you must notify the College of your decision to cancel. Cancellations may be given by phone on 01324 403173 but must also be confirmed in writing to Grangemouth Road, Falkirk FK2 9AD and/or businessdevelopment@forthvalley.ac.uk.

10.2.2 Cancellation Period.

(a) If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the Cancellation Period when you Order any Services through the Website or over the phone.

(b) You may during the Cancellation Period change your mind or decide for any other reason not to receive the Services, in these circumstances you can notify the College of the decision to cancel the Contract and receive a refund.

(c) To meet the Cancellation Period deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. If a cancellation notice is sent by email or by post, then the cancellation is effective from the date on which the email is sent or the letter is posted to us.

(d) The Cancellation Period does not apply:

(i) if you are not a consumer;

(ii) when you Order the Services by completing a Paper Booking Form and this was not completed with us over the phone;

(iii) in the case of the provision of digital content where the Services began prior to the Cancellation Period; and / or

(iv) where you have requested the commencement of the Services prior to the end of the Cancellation Period.

(e) Advice about the consumer's legal right to cancel the Contract is available from a local Citizens' Advice Bureau or Trading Standards office.

(f) If the event of cancellation of a Contract during the Cancellation Period the College will:

(i) refund the price paid for the Services. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Materials if this has been caused by the mishandling of the Materials in a way which would not be permitted in a shop;

(ii) refund any delivery costs paid by you in relation to the delivery of the Materials, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method on offer. For example, if you choose to have the Materials delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;

(iii) make any refunds due to you as soon as possible, and in any event, within fourteen (14) days.

10.2.3 Ending the Contract where the Cancellation Period has expired

(a) Once the Cancellation Period has expired, you may still cancel the Contract at any time up to the Commencement Date.

(b) In the event of cancellation in accordance with this clause 10.2.3, the College will refund the price paid for the Services; however, please note we are permitted by law (unless the Cancellation Period is still in effect) to reduce your refund to reflect any reduction in the value of the Materials and to apply the following cancellation charges:

NOTICE PERIOD

14 or more days' notice in advance of the Commencement Date - No Charge
13 to 9 days' notice prior to the Commencement Date - 10% Charge
8 to 4 days' notice prior to the Commencement Date - 20% Charge
Less than 4 days' notice prior to the Commencement Date - 50% Charge
Non-appearance on the morning of the Commencement Date - 100% Charge
and no later than one hour after the time set for commencement of the course)

(a) If the Services are cancelled under this clause 10 because they are faulty or misdescribed, we will refund the price of the Services in full, together with any applicable delivery charges in relation to the Materials, and any reasonable costs incurred by you when returning the Materials to us. The above cancellation charges will not apply.

(b) If any Materials were delivered to you, you must return these Materials to us as soon as reasonably practicable upon cancellation. If you cancel the Contract, unless the Materials are faulty or not as described, you will be responsible for the cost of returning the Materials to us. You have a legal obligation to keep the Materials in your possession and to take reasonable care of the Materials while they are in your possession. If you were provided with online access to the Services, this access will be revoked upon cancellation.

10.2.4 Payment of Refunds. We will make any refunds using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. When a refund is made to a credit or debit card it may not show up in your account straight away as the clearing banks take time to process the refund. Typically, this can take up to seven (7) working days but varies depending on your own bank. If you would like further clarification on the timescales involved, please contact your card issuer.

10.3 BUSINESSES' RIGHT TO CANCEL. This clause 10.3 deals with businesses' (non-consumers) right to cancel, if you are a consumer please go to clause 10.2 above.

10.3.1 You can cancel the Contract at any time from the date of the Confirmation Letter up to the Commencement Date.

10.3.2 In the event of cancellation by you, the College will refund the price paid for the Services; however, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Materials and the following cancellation charges will apply:

NOTICE PERIOD

14 or more days' notice in advance of the Commencement Date - No Charge
13 to 9 days' notice prior to the Commencement Date - 10% Charge
8 to 4 days' notice prior to the Commencement Date - 20% Charge
Less than 4 days' notice prior to the Commencement Date - 50% Charge
Non-appearance on the morning of the Commencement Date - 100% Charge
and no later than one hour after the time set for commencement of the course)

10.3.3 If any Materials were delivered to you, you must return these Materials to us as soon as reasonably practicable upon cancellation. If you cancel the Contract, you will be responsible for the cost of returning the Materials to us. You have a legal obligation to keep the Materials in your possession and to take reasonable care of the Materials while they are in

your possession. If you were provided with online access to the Services, this access will be revoked upon cancellation.

10.3.4 How to Cancel. To cancel the Contract you must notify the College of your decision to cancel. Cancellations may be given by phone on 01324 403173 but must also be confirmed in writing to Grangemouth Road, Falkirk FK2 9AD and / or businessdevelopment@forthvalley.ac.uk

10.3.5 Payment of Refunds. We will make any refunds using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. When a refund is made to a credit or debit card it may not show up in your account straight away as the clearing banks take time to process the refund. Typically this can take up to seven (7) working days, but varies depending on your own bank. If you would like further clarification on the timescales involved, please contact your card issuer.

11. OUR LIABILITY

11.1 Consumers

11.1.1 If we fail to comply with these Terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. We will not, however, be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

11.1.2 Nothing in these Terms shall limit any rights you might have as a consumer or other legal rights that may not be excluded by law. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence; or fraud or fraudulent misrepresentation.

11.2 Businesses

11.2.1 The entire financial liability of the College is set out in this clause 11.2 to you in respect of:

- (a) any breach of the Contract;
- (b) any use made by you of the Services; and/or
- (c) any representation, statement or delictual act or omission (including negligence) arising under or in connection with the Contract.

11.2.2 Nothing in the Contract limits or excludes our liability for death or personal injury caused by our negligence; or fraud or fraudulent misrepresentation.

11.2.3 Subject to clause 11.2.2, we will under no circumstances whatever be liable to you, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;

- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

11.2.4 Subject to clause 11.2.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £20,000 or 100% of the price of the Services, whichever is the lesser.

11.2.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

11.2.6 We have no liability for loss, theft or damage to any items or equipment used as part of the Services.

12. INTELLECTUAL PROPERTY

12.1 All materials supplied by us to you shall, at all times, be and remain our exclusive property, but shall be held by you in safe custody and kept in good condition by you until returned to us.

12.2 All ideas, methods, processes, inventions, discoveries, designs and other copyright work made or created by us in providing the Services or relating to or capable of being used by you will remain in the ownership of us unless otherwise stated in the Contract. All intellectual property used by us in the performance of the Services shall be the exclusive property of the party owning it prior to the Commencement Date.

12.3 All intellectual property made or created by us for the purpose of and/or in the provision of the Services, together with any modifications, enhancements or alterations thereto, shall vest and be owned absolutely by us, unless otherwise agreed in writing by us.

13. YOUR INFORMATION

13.1 This clause 13 sets out the basis on which we will process your personal data. Please also see our [Privacy Policy](#) if you order our Services by completing the Online Booking Form. Personal data means information which relates to a living individual who can be identified from that information such as names, e-mail addresses, home addresses, phone numbers, bank account details, personal description and photograph, etc.

13.2 Where we process your personal data we are the data controller for the purposes of the Data Protection Legislation. If you have any questions, comments and requests regarding your personal data please contact us at businessdevelopment@forthvalley.ac.uk.

13.3 If you are unhappy with how we handle your personal data, you can contact us at businessdevelopment@forthvalley.ac.uk and/or notify the Information Commissioner's Office (ICO) by calling their helpline on 0303 123 1113.

13.4 Collecting Personal Data. We will collect the following personal data:

13.4.1 Order by Customer for Customer: personal data about the Customer that we collect from the Customer or that the Customer provides to us during the Order process. This includes information that the Customer gives to us by filling in the Booking Form; or by corresponding with us by phone, e-mail, post or otherwise;

13.4.2 Order by Customer for Attendee: personal data about the Customer and the Attendee(s) that we collect from the Customer and/or the Attendee or that the Customer and/or Attendee provide to us during the Order process. This includes information that the Customer and/or Attendee gives us by filling in the Booking Form; or by corresponding with us by phone, e-mail, post or otherwise;

13.4.3 Online Booking Form: please see our [Privacy Policy](#) for information on the additional types of information we collect when you book via the Website;

13.4.4 Services: personal data about you we collect from you or that you provide to us when we provide the Services to you. This includes information that you give us by corresponding with us by phone, e-mail, post or otherwise;

13.5 Use of Personal Data. We will use your personal information for the following purposes:

13.5.1 Order: to process your Order, and to contact you in relation to your Order;

13.5.2 Online Booking Form: If you order our Services by completing the Online Booking Form, please see our [Privacy Policy](#) for the other purposes that we use your information for when you book via the Website; and

13.5.3 Services: to provide the Service to you; to contact you in relation to the Services, and to process your certification under the Services; and

13.5.4 Direct Marketing: if you have provided your express consent, to provide you with information which we believe may be of interest to you, such as information concerning our courses, products, or services.

13.6 Legal basis for processing Personal Data. We will hold and process your personal data on the following legal basis:

13.6.1 Order and Services: that it is necessary to enter into the Contract, and it is necessary for the performance of the Contract. Accordingly, without your personal data the Contract cannot proceed;

13.6.2 Online Booking Form: processing is necessary for the purposes of legitimate interests pursued by us including ensuring to recognise you and your preferences in order to manage access to the secure areas of the Website and to tailor the Website to match your interests and preferences;

13.6.3 Certification of Services: processing is necessary for compliance with a legal obligation to which we are subject.

13.6.4 **Direct Marketing:** on the basis of your express consent only.

13.7 Sharing Personal Data. We may share your personal data with:

13.7.1 the Scottish Qualification Authority; City and Guilds; NEBOSH; IOSH; and /or JTL for certification purposes;

13.7.2 if relevant, your employer, as the Customer;

13.7.3 depending on your method of payment, our current third-party suppliers Barclay Card and CAPITA Payment Portal, for the purposes of processing your payment; and

13.7.4 with other third parties where we are required to do so in order to comply with our legal and regulatory obligations.

13.8 Retention Period. We will not store your personal information longer than necessary for the purposes outlined above unless it is required to do so to comply with the law and/or any regulatory requirements.

13.9 EEA. We will not transfer your personal data outside the European Economic Area without informing you beforehand.

13.10 Your Rights. You certain rights under the Data Protection Legislation, including:

13.10.1 the right to access the personal data that we hold about you by making a subject access request in accordance with the Data Protection Legislation. Until 25 May 2018, we may charge a fee of £10 for any requests. After 25 May 2018, we may charge a reasonable fee when a request is manifestly unfounded or excessive. You can make your request to businessdevelopment@forthvalley.ac.uk;

13.10.2 the right to have your personal data rectified if it is inaccurate or incomplete. This right can be exercised by contacting: businessdevelopment@forthvalley.ac.uk;

13.10.3 the right to have your personal data deleted in certain specific circumstances as set out in the Data Protection Legislation;

13.10.4 the right to restrict the processing of your personal data in certain specific circumstances as set out in the Data Protection Legislation;

13.10.5 the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by not signing up to our marketing materials. You can also exercise the right at any time (including after signing up) by contacting us at businessdevelopment@forthvalley.ac.uk; and

13.10.6 where you have provided your consent, you can withdraw your consent at any time by contacting us at: businessdevelopment@forthvalley.ac.uk.

14. OTHER IMPORTANT LEGAL TERMS

14.1 Event Outside Our Control. We will not be responsible for any failure to perform or

delay in performance of, any of our obligations under the Contract which are caused by an Event Outside Our Control. If an event outside our control takes place that affects the Contract, we will contact you as soon as reasonably possible to notify you. Please note our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.

14.2 Severance. Each section of these Terms operates separately. If any of these sections is found by any court or relevant authority to be unlawful or unenforceable, the other sections shall not be affected and shall remain in full force and effect. If any section of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the section were deleted, the section in question shall apply with such deletion as may be necessary to make it lawful and enforceable.

14.3 Waiver. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and that will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will do so only in writing, but that will not mean that we automatically waive any later default by you.

14.4 Supply of the Services. We may perform any of our obligations or exercise any of our rights under the Contract ourselves or where applicable, through any other persons (legal or otherwise) or entities. We may transfer our rights and obligation under a Contract to another organisation but this will not affect your rights under these Terms.

14.5 No transfer. You may only transfer your rights or your obligations under these Terms to another person if we give our prior written agreement.

14.6 Notices. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.7 Law. These Terms are governed by Scots law. This means that the Contract and any dispute or claim arising out of or in connection with it will be subject to the laws of Scotland. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction. However, if you are a resident in England or Wales you may also bring proceedings there.