

THIS AGREEMENT

is made 2006

Between:-

(1) The Pubshop Limited whose registered office is at 96 Rodwell Avenue, Weymouth, Dorset, DT4 8SQ trading as Nationwide Training Company ("NTC")

and

2.
("the Provider")

WHEREAS:-

- 1) NTC has established a website under the name of The Nationwide Training Company and under the domain address of www.nationwidetrainingcompany.com ("the Site")
- 2) The Pubshop Limited and NTC owns all intellectual property rights of all kinds without limitation including copyright, register designs, design rights, trademarks, service-marks, patents, know-how and data-base rights in the Site and its design
- 3) The Site is intended to provide information to members of the public seeking training courses ("the courses") and further to enable them to enrol on such courses if so desired
- 4) The Provider is an established provider of training courses in the Skills and wishes to advertise its services on the Site and to enrol members of the public on its courses

NOW IT IS HEREBY AGREED:-

1. In consideration of the price herein NTC will provide the following services:-
 - 1.1 To register the Provider as an advertiser on the site forthwith upon payment of the registration fee, and
 - 1.2 During the course of this agreement to use all reasonable endeavours to maintain the design of the Site in an attractive and user friendly format for enquiries
 - 1.3 To post all information delivered to NTC by the provider in accordance with its obligations in this agreement onto the Site as soon as reasonably practicable and in normal circumstances unless prevented by factors beyond its reasonable control within no more than two working days of the information being delivered to NTC
 - 1.4 To use all reasonable endeavours to ensure that all the information on the Site is reasonably up-to-date and accurate subject at all times to the provision of clause 10 of this agreement
 - 1.5 To take all reasonable steps to advertise and promote the Site and in particular to use its best endeavours to ensure that the Site is as highly placed as is reasonably possible on a variety of major internet search engines when responding to reasonably clear keyword enquiries by members of the public seeking information with regard to courses in the Skills
 - 1.6 To ensure that all enquiries made on the Site enquiry forms are sent immediately to the relevant training provider and to keep a record of such enquiries.

2. The Provider will:-

2.1 Give notice to NTC from time to time of the courses which it wishes to advertise on the Site to the intent that the Provider can add or remove courses as required PROVIDED THAT during the first three months the number of free course listings shall not exceed ten

2.2 Provide as early as practicable to NTC all information about its courses including in particular but not exhaustively:-

2.2.1 The name of the course

2.2.2 The qualification or award to which the course can lead

2.2.3 The name of the awarding body or its equivalent

2.2.4 A syllabus and detailed content of the course

2.2.5 The dates and venue of its courses

2.2.6 Its reasonable requirements for potential attendees to fulfil for attendance

2.2.7 Contact details for the Provider including if so desired a direct web link to the Provider

3. The Provider will pay the price for the services contained in clause 1.

4.1 The price shall be:-

4.1.1 The sum of One hundred and twenty five pounds upon registration and payable forthwith upon the signing of this agreement, and

4.1.2 A monthly fee per course advertised by the Provider calculated in accordance with the scale in the schedule hereto payable monthly on the day of each month corresponding to the date of this agreement with the first payment to be made on such day in the fourth month after the date hereof

4.2.2 The monthly fee be payable by standing order

5.1 This agreement shall commence upon the date hereof and subject to earlier termination as herein provided shall continue in force for a period of 15 months from the date hereof and thereafter shall continue unless and until terminated by one party giving to the other not less than three months notice to that effect

5.2 At any time up to the expiry of three months from the date hereof this agreement may be terminated immediately by either part by giving written notice to the other whereupon the liability of the provider to pay any further fees and of NTC to provide the services shall cease on the expiration of the notice

5.3 NTC may by giving written notice to the provider terminate this agreement with immediate effect if:-

5.3.1 The Provider fails to pay the monthly fee within 14 days of the due date for payment, or

5.3.2 The Provider shall otherwise commit a material breach of its obligations in this agreement and shall fail to rectify the same within 30 days of being notified thereof by NTC, or

5.3.3 The Provider shall fail to comply with a reasonable request by NTC for up-dated information about its courses and in the reasonable opinion of NTC the failure to provide such information shall be causing the Site to be brought into disrepute and shall be causing detriment to other providers using the Site

6. Upon termination of this agreement:-

6.1 NTC shall cease to advertise the Provider's courses on its Site, and

6.2 The Provider shall pay all monthly fees due to NTC up to the date of termination, and

6.3 The parties shall otherwise be discharged from any liability for further performance of this agreement

7. NTC reserves the right:-

7.1 To edit all information and material provided by the Provider into a format acceptable to NTC for use on the Site, and

7.2 To refuse to accept or publish information at its sole discretion

8. The Provider warrants that:-

8.1 It has all intellectual property rights in all material and information provided to NTC for the Site, or

8.2 It has a valid licence to use the intellectual property of others in such material

AND will if reasonably required by NTC provide evidence of such rights or licence to NTC

8.3 All information provided to NTC for the site is accurate in all respects

8.4 It is committed to equal opportunities so as to ensure equality of opportunity in education, training and employment and this commitment applies to all regardless of gender, age, race, nationality, creed, sexual orientation, marital status or disability

8.5 It will take all steps to ensure that candidates for its courses with particular requirements are given equal opportunity and ability to demonstrate attainment so as to ensure that all candidates with disabilities and/or learning difficulties have the same access to assessment as all other candidates

9. Neither Pubshop nor the Centre will disclose to any person or release to any of the media any information relating to existing or proposed courses or to any individuals using the site or any other information identified by NTC or the Provider as being confidential

10. Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill

11. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this agreement.

12. Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party.

13. This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

14. The validity, construction and performance of this Agreement shall be governed by English Law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties to this Agreement hereby submit

Signed: for and on behalf of the NTC

Name

Date.

Signed: for and on behalf of The Provider

Name

Date.