

NPL Training Terms and Conditions

These Training Terms and Conditions, in addition to the [Website Terms of Use](#), apply to the use of the Website and purchase of any Course. Please read each of these terms carefully before purchasing a Course and print off a copy for your records.

NPL will not file or otherwise keep a copy of any agreement concluded between you and NPL and a copy of the concluded agreement will not be available from NPL at a future time and date.

If there is any conflict between these Training Terms and Conditions and the [Website Terms of Use](#), these Training Terms and Conditions shall take precedence in respect of such conflict.

1. Definitions

"**NPL**" means NPL Management Limited;

"**Agreement**" means a binding agreement between you and NPL formed upon NPL's acceptance of your offer in accordance with clause 2.4, which shall incorporate these Terms.

"**Course**" means an Online Course, or a Blended Course, or a Classroom Course.

"**Course Fee**" means the total fees payable for the Course, including VAT, any fees for Course Materials and any transaction fees, in accordance with clause 3 below.

"**Course Materials**" means any materials provided by NPL during the delivery of the Course, including course companions, study materials, online tests, slides or eBooks, which may be (i) downloaded from the Website or (ii) accessed and viewed on or through the Website; or (iii) provided or shown during Classroom Courses or Blended Courses (or any combination of (i), (ii) and (iii));

"**Delegate/s**" means, when the Course is purchased via NPL Customer Services (see clause 2.2.) by a person or a legal entity, the individual/s actually undertaking the Course;

"**Licence Period**" means, after you purchase a Course, the period of time within which NPL makes the Course available to you, in accordance with clauses 5.3 and 5.4.

"**Online Course**" means any course provided online by NPL on or through the Website, including the Course Materials or any other set of online materials for that course, which can be delivered in the form of a Self-Paced Online Course, synchronous Online Course, Step-by-step modules, or good practice online modules ;

"**Self-Paced Online Course**" means an online course which does not have a predetermined start date and is available for study immediately following its purchase;

"**Blended Course**" means an online course which uses traditional classroom components (e.g., face-to-face sessions), which is only available for access on a predetermined start date;

"**Classroom Course**" means a traditional classroom course (e.g., face-to-face course), which is only available on a predetermined start date;

"**Terms**" means these Training Terms and Conditions;

"**Website**" means <https://training.npl.co.uk> ;

"**NPL Customer Services**" means the team at NPL responsible for customer services, see details and contact options at <https://www.npl.co.uk/products-services>;

"**you**" means the individual registering on the Website and purchasing a Course via the Website or, where a purchase order has been received by NPL, the legal entity specified on the purchase order.

2. Ordering Procedures

2.1 Ordering via the Website:

2.1.1 In order to purchase a Course via the Website you must first register for an online account on the Website. If you have already registered on the Website, you can log onto your account using the username and password that you were provided with when you registered.

- 2.1.2 When purchasing a Course via the Website, you can change your order at any time, up to the point at which you confirm the payment, by pressing the button "Pay Now".
 - 2.1.3 Following receipt by NPL of your order for a Course via the Website, you will receive an automated email confirming that your order has been received by NPL. Your order will be subject to acceptance by NPL of your offer to purchase in accordance with Clause 2.4 below.
 - 2.2 Ordering via NPL Customer Services:
 - 2.2.1 This service is usually dedicated to (i) volume licensing requests (i.e. multiple licences for the same Course), (ii) multiple Courses (iii) Blended Courses; (iv) Classroom Courses and/or (iv) special orders where the Website is not fit for purpose.
 - 2.2.2 In order to purchase a Course via this service, you would need to contact NPL Customer Services in accordance with the instructions set out in the description of the relevant Course on the Website. Once all the details have been agreed, you will need to send a purchase order to NPL Customer Services with such details. Your order will be subject to acceptance by NPL of your offer to purchase in accordance with Clause 2.4 below.
 - 2.3 When you place an order for a Course via the Website or by sending a purchase order to NPL Customer Services, you are offering to purchase that Course on these Terms. NPL reserves the right to decline or cancel your order, or any part of your order.
 - 2.4 A legally binding agreement shall not come into existence until NPL has accepted your offer to purchase a Course by either sending you an acceptance confirmation email or unlocking your access to the Course purchased.
 - 2.5 NPL reserves the right to withdraw at any time Courses advertised for sale on the Website and/or a brochure.
- 3. Payment Terms and VAT**
- 3.1 If you purchase a Course via the Website:
 - 3.1.1 The Course Fee, including any delivery charges payable in relation to delivery of Course Materials, if applicable, will be shown in the checkout area, prior to completion of the online transaction.
 - 3.1.2 Payment details are collected through your chosen payment platform, over a secure link and an authorised amount is taken immediately. We do not store credit card details nor do we share customer details with any third parties.
 - 3.2 If you purchase a Course via NPL Customer Services:
 - 3.2.1 The Course Fee and any delivery charges payable in relation to delivery of Course Materials, if applicable, will be confirmed by NPL Customer Services upon placing the order. If the Course Fee indicated by NPL Customer Services differs from the amount displayed on the Website or the brochure, you may choose not to continue with your order. In the event that you have paid for a Course without confirmation from NPL Customer Services, and the Course Fee differs from the amount displayed on the Website or the brochure, you will receive a partial refund if the Course Fee is lower or be required to make an additional payment if the Course Fee is higher. If you wish to cancel your order, you will receive a full refund, subject to clause 4 below.
 - 3.2.2 Once a purchase order has been raised, NPL Customer Services will enable you to pay the Course Fee through bank transfer or other payment methods. We do not store bank, credit card details, nor do we share customer details with any third parties.
 - 3.4 The provision of the Course is contingent upon NPL having received cleared funds from you, or your employer if your Online Course is paid by your employer, in respect of the Course Fee for the relevant Course.
 - 3.5 VAT:
 - 3.5.1 The UK VAT rate at present is set at 20%. This amount may decrease or increase in accordance with UK's legislation. For the purpose of clarification, NPL will be charging the VAT rate in the following circumstances:
 - a) UK based customers pay VAT 20%; and

- b) all customers based outside of the UK are exempt from VAT (VAT 0%) on any Online Course purchases.

3.5.2 Where multiple licences are purchased through the NPL Customer Services, NPL will automatically charge the VAT in accordance with Clause 3.5.1 above.

3.5.3 If you have been charged VAT for a Course purchase and you are VAT exempt, you may request a refund from NPL Customer Services.

4. Cancellation, Deferral and Refund Terms

- 4.1 You may cancel an Online Course by notifying NPL in writing. You will be eligible for a refund in accordance with clause 4.5.
- 4.2 You may cancel a Classroom Course or a Blended Course if you notify NPL in writing 14 days in advance of the commencement date of such Classroom or Blended Course. You will be eligible for a refund in accordance with clause 4.5.
- 4.3 You may defer a Course if you have not accessed the Course or the Course Materials within the Licence Period, by contacting NPL Customer Services.
- 4.4 NPL may cancel any Course at any time. If NPL cancels a Course, clauses 4.5 and 4.7 below will apply.
- 4.5 You are eligible for a refund if either you or NPL cancels a Course: (i) after the Course Fee has been paid; (ii) the Course and any Course Materials have not been accessed by you or the Delegates at the time of cancellation; and (iii) the Licence Period for that Course has not expired at the time of cancellation. If all three foregoing conditions are met, NPL will refund the Course Fee (less a 12% administration fee) to the same payment details used to pay that Course Fee, within 30 days of receiving your notice of cancellation/giving notice to you of such cancellation.
- 4.6 Except as set out in clauses 4.1 - 4.3 and 4.5, no cancellations and no deferrals will be permitted by you for a Course and no refunds will be made by NPL. Your statutory rights in the event of receiving faulty goods are not affected.
- 4.7 If there are exceptional circumstances which fall outside of clauses 4.1-4.3 and 4.5, NPL reserves the right to determine, in its sole discretion, whether to (i) accept cancellations and/or deferrals requests; (ii) charge additional fees in case of an acceptance under option (i); (ii) make refunds; (iii) offer alternative licence start dates for the same Course; or (iv) offer a pro-rated licence to a new Course.

5. Course Content and Access Terms

- 5.1 Please see the description of the Courses on the Website for details of the contents of the available Courses.
- 5.2 Except as set out in the description of the Course on the Website, no additional Course Materials will be provided by NPL.
- 5.3 Your access to a Self-Paced Online Course will be automatically unlocked upon your payment. This is the date your licence to such Course commences. The Licence Period will be specified on the Website or confirmed by NPL Customer Services.
- 5.4 Regarding other types of Courses with a predetermined start date, the licence start date and the Licence Period will be specified on the Website or confirmed by NPL Customer Services.
- 5.5 The receipt of a Course is personal to you and you may not transfer your rights to access the Course or provide a Course to any person other than to the Delegates, where you have made a purchase via NPL Customer Services in accordance with clause 2.2 above.
- 5.6 Where the Course is being undertaken by Delegates, you will inform the Delegates of the provisions of this Agreement.

6. System Requirements for Online and Blended Courses

Please note that it is your responsibility to check that the device you plan to use to access Course Materials and/or the Online Course is compatible with the minimum system requirements that relate to the Course you are ordering. View the minimum specification for each Course, available on the Website - see [FAQ](#).

7. Modifications to content of existing courses or technology enhancements

From time to time, NPL may make modifications, enhancements or issue clarifications (for example, to clarify ambiguous regulatory drafting) to the audiovisual, interactive or written Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Course purchased by you, and within the Licence Period.

8. Annual (or other term) Updates

- 8.1 Certain Courses will periodically be superseded by new legislation or the issue of new regulations. Following the enactment of new legislation or the issue of new regulations, NPL may produce Courses covering the new material. If new legislation or regulations supersedes existing Courses, these may be available for purchase as new Courses.
- 8.2 For the avoidance of doubt, purchase of a current Course does not entitle you to have access to future revised Courses as part of the original purchase.

9. Technical Support and Access

- 9.1 NPL will provide technical support to you or your Delegates in respect of the Online Course or Blended Course purchased, in accordance with the provisions referred to below.
- 9.2 If you report a fault to NPL, NPL will use reasonable endeavours to provide a solution but NPL does not guarantee that the technical support provided will resolve your technical problems. NPL does not give any warranties as to the technical advice given. If you receive technical advice from NPL, then NPL will not accept any responsibility for any problem.
- 9.3 NPL is not obliged to offer you any technical support in relation to your use of any of the free demonstrations available on the Website, but NPL may elect to offer technical support and the extent of any such technical support is entirely at the discretion of NPL.
- 9.4 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical support may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.
- 9.5 NPL will use reasonable endeavours to make the Online Course or Blended Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. NPL reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.
- 9.6 You also accept and acknowledge that NPL cannot be held responsible for any delay or disruptions to your access to the Online Course or Blended Course as a result of such suspension or any of the following:
 - 9.6.1 The operation of the internet and the World Wide Web, including but not limited to viruses;
 - 9.6.2 Any firewall restrictions that have been placed on your or your Delegates' network or the device you or your Delegates' are using to access the Online Course or Blended Course;
 - 9.6.3 Incompatibility between your or your Delegates' device and the Course's minimum system requirements (see clause 6);
 - 9.6.4 Failures of telecommunications links and equipment; or
 - 9.6.5 Updated browser issues.

10. Warranties

- 10.1 NPL will provide the Course Materials in accordance with the Course description which is set out on the Website (see clause 5).
- 10.2 NPL expects you to take reasonable care to verify that the Course and Course Materials in question will meet your needs. NPL does not make any commitment to you that you or your Delegates will obtain any particular outcome from your use of the Course Materials or that you or your Delegates will obtain any particular qualification on completion of the Course (unless otherwise stated on the Website).
- 10.3 NPL does not make any representation, guarantee or commitment to you that the Course or the Course Materials will not infringe any third party intellectual property rights or that they will be error free.

- 10.4 NPL does not make any commitment that the Course or the Course Materials will be compatible with or operate with your or your Delegates' software or hardware.
- 10.5 All representations, warranties and / or terms and / or commitments not expressly set out in this Agreement (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

11. **Limitation of liability**

- 11.1 The exclusions and limitations of liability contained in these Terms do not apply to your or NPL's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded or limited.
- 11.2 Except as set out in these Terms, NPL shall not be liable to you or your Delegates for any losses that arise in connection with the Courses or these Terms and which fall into the following categories: indirect or consequential losses; loss of income or revenue; loss of business; loss of anticipated savings; or loss or corruption of data.
- 11.3 NPL is not liable to you or your Delegates for any data that you lose either (a) as a result of accessing the Course Materials or (b) during completion of any Course. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the device from which you or your Delegates are accessing the Course Materials and (ii) all data that you or your Delegates are inputting when completing the Course.
- 11.4 NPL's maximum aggregate liability to you and to your Delegates for any claims that you or your Delegates may have against NPL for direct loss in contract, tort or otherwise arising out of or in connection with the Agreement, the Course, your use of the Course Materials or any technical support, shall be limited to the amount of the Course Fee which has been paid, or is payable, by you or on your behalf, in respect of the relevant Course.
- 11.5 NPL will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond NPL's reasonable control. This condition does not affect your statutory rights.
- 11.6 Each provision in this Clause 11 shall be construed separately as between you and NPL. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

12. **Disclaimer**

The Courses are for training purposes only. NPL will not be liable to you or your Delegates or any party for the use of the Course or the Course Materials for any purposes other than training for your or your Delegates' own education, such other purposes including (without limitation) the giving of advice by you to any third party.

13. **Intellectual Property**

- 13.1 At all times, NPL and / or its licensors, remain the owners of any intellectual property rights in the Courses and the Course Materials. No Course and / or Course Material, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of NPL.
- 13.2 In consideration of receipt by NPL of the Course Fee, NPL grants to you and to each of your Delegates a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for the Course. In the case of Online Courses, the licence granted to the Course Materials is to use them on one computer device (such as a desktop or a laptop) and one mobile device (such as a smartphone or a tablet) only.
- 13.3 Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Course and/or Course Materials, create derivative works based on the whole of or any of their parts, or incorporate these into any software program. The use of the Course and / or Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either NPL's copyright and / or NPL's other intellectual property rights, and / or its licensors.

14. **Data Protection**

NPL will process the information it receives from you or otherwise holds about you and your Delegates in accordance with these Terms and its [Privacy Notice](#). You consent to the use by NPL of such information in accordance with these Terms and NPL's [Privacy Notice](#). You have the right to receive details of the personal information held by NPL. A fee of £15 will be payable. For more information, please refer to NPL's [Privacy Notice](#).

15. **General**

- 15.1 NPL may update or amend these Terms from time to time to comply with applicable laws or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the Website.
- 15.2 The Agreement constitutes the entire agreement and understanding between you and NPL and supersedes and replaces: (i) any other terms and conditions previously published by us, (ii) any terms included in a purchase order sent by you; and (iii) any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise; relating to the subject matter of the Agreement.
- 15.3 You may not assign or sub-contract any of your rights or obligations under this Agreement to any third party unless we agree in writing. NPL may assign, transfer or sub-contract any of its rights or obligations under this Agreement to any third party at its discretion.
- 15.4 No relaxation or delay by NPL in exercising any right or remedy under this Agreement shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by NPL in writing. No waiver of any one right or remedy shall constitute a waiver of any other right or remedy.
- 15.5 If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.
- 15.6 Any notices required to be served on you by NPL under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to NPL in writing, such option to be exercised at NPL's discretion. Any notices required to be served on NPL by you will be deemed properly served if sent to the address in clause 16, or when receiving a reply form NPL after contacting the NPL Customer Services.
- 15.7 A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by fax or email is deemed to be given on the day it was sent.
- 15.8 The Agreement between you and NPL will be concluded in English only.
- 15.9 The Agreement is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 15.10 The Agreement, and any other matters arising out of or in relation to the Agreement, is governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Agreement.

16. **Contact us**

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