

## LMS Licence Agreement

THIS AGREEMENT is made on

2026

### Parties

- (1) BVRLA Services Limited incorporated and registered in England and Wales with company number 05548372 whose registered office is at River Lodge, Badminton Court, Amersham, BUCKS HP7 0DD (**BVRLA**); and
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Customer**),

each a “party” and together the “parties”.

### Recitals

- (A) BVRLA has commissioned a software developer, Absorb Software UK Ltd (“Absorb”) to develop a Learning Management System (as defined below), which the Customer wishes to use in its business operations.
- (B) BVRLA has agreed to provide and the Customer has agreed to take and pay for the Learning Management System subject to the terms and conditions of this Agreement.

### Agreed terms

#### 1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

<b>“Absorb Agreement”</b>	the agreement in place between BVRLA and Absorb for the provision of the Learning Management System.
<b>“AI Generated Content”</b>	content generated using artificial intelligence based algorithms, features or functionalities provided as part of the LMS.
<b>“Authorised Users”</b>	those employees, agents and independent contractors of the Customer, or any Group Company of the Customer, who are authorised by the Customer to use the Learning Management System, as further described in clause 2 (User subscriptions).
<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England.
<b>“BVRLA Personal Data”</b>	any personal data which BVRLA processes in connection with this Agreement, in the capacity of a controller as detailed in Part 1 of Schedule 1 (Controller details).

<b>"Contract Year"</b>	the 12 month period from the Effective Date and each 12 month period thereafter.
<b>"Customer Data"</b>	the data inputted by the Customer, Authorised Users, or BVRLA on the Customer's behalf for the purpose of using the Learning Management System or facilitating the Customer's use of the Learning Management System.
<b>"Customer Personal Data"</b>	any personal data which BVRLA processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.
<b>"Data Protection Legislation"</b>	the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, including but not limited to the Data Protection Act 2018 and the UK GDPR.
<b>"Documentation"</b>	the document(s) and other materials made available to the Customer by BVRLA from time to time which sets out a description of the LMS and the user instructions for the LMS.
<b>"Effective Date"</b>	the date of this Agreement.
<b>"EULA"</b>	the end user licence agreement provided to individuals prior to their use of the LMS.
<b>"Group Company"</b>	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
<b>"Initial Subscription Term"</b>	12 months.
<b>"Intellectual Property Rights"</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

<b>"Learning Management System" or "LMS"</b>	the learning management system provided by BVRLA to the Customer under this Agreement BVRLA as more particularly described in the Documentation.
<b>"Normal Business Hours"</b>	8.00 am to 6.00 pm local UK time, each Business Day.
<b>"Prohibited Data"</b>	means: <ul style="list-style-type: none"> <li>a) any special category data (as defined in the Data Protection Legislation);</li> <li>b) any card or bank account details; and</li> <li>c) any identification number provided on a government identity card or passport.</li> </ul>
<b>"Quotation"</b>	means the quotation for the provision of the Learning Management System as provided by BVRLA by email.
<b>"Renewal Period"</b>	the period described in clause 14.1.
<b>"Subscription Fees"</b>	means the fees set out the Quotation, as amended from time to time in accordance with this Agreement..
<b>"Subscription Term"</b>	has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
<b>"User Subscriptions"</b>	means the number of subscriptions set out in the Quotation, as amended from time to time in accordance with this Agreement, which entitle Authorised Users to access and use the LMS and the Documentation in accordance with this Agreement.
<b>"Virus"</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to **writing** or **written** includes email.

## **2. User subscriptions**

- 2.1 Subject to the Customer making payment in accordance with clause 9 (Charges), the restrictions set out in this clause 2, and the other terms and conditions of this Agreement, BVRLA hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the LMS and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
  - 2.2.1 the maximum number of Authorised Users that it authorises to access and use the LMS and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
  - 2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the LMS and/or Documentation; and
  - 2.2.3 it shall use commercially reasonable efforts to prevent unauthorised access to or use of the LMS, and notify BVRLA promptly of any such unauthorised access or use.
- 2.3 The Customer shall not access, store, distribute or transmit any Viruses or malicious code, or any material during the course of its use of the LMS that:
  - 2.3.1 constitutes Prohibited Data;
  - 2.3.2 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 2.3.3 facilitates illegal activity;
  - 2.3.4 depicts sexually explicit images;
  - 2.3.5 promotes unlawful violence;

2.3.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.7 is otherwise illegal or causes damage or injury to any person or property;

and BVRLA reserves the right, without liability or prejudice to its other rights to the Customer, to immediately suspend the Customer's access to the LMS if the Customer (or any of its Authorised Users) breaches this clause 2.3.

2.4 The Customer shall not, and shall not allow or assist anyone else, except as may be allowed by any applicable law which is incapable of exclusion to:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the LMS and/or Documentation (as applicable) in any form or media or by any means;
- (b) attempt to de-compile, reverse compile, disassemble, re-engineer or attempt to create or permit, allow or assist others to create the source code of the LMS or its structural framework, as applicable;
- (c) access all or any part of the LMS and Documentation in order to build a product or service which competes with the LMS and/or the Documentation;
- (d) interfere with or disrupt the integrity or performance of the LMS, or any third party content therein;
- (e) use the LMS and/or Documentation to provide LMS to third parties, or allow any third party to access the LMS;
- (f) license, sell, publish, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the LMS and/or Documentation available to any third party except the Authorised Users;
- (g) attempt to obtain, or assist third parties in obtaining, access to the LMS and/or Documentation, other than as provided under this clause 2; or
- (h) introduce or permit the introduction of any Virus into the LMS or BVRLA's network and information systems.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the LMS and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify BVRLA.

### **3. Additional user subscriptions**

- 3.1 The Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions and BVRLA shall grant access to the LMS and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.
- 3.2 Any additional User Subscriptions will be agreed in writing by the parties and will come into effect on the date agreed between the parties and this Agreement will be deemed to be amended accordingly. The Customer will pay the additional Subscription Fees in accordance with clause 9 (Charges and payment).

### **4. Learning Management System**

- 4.1 BVRLA shall, during the Subscription Term, provide the Learning Management System and make available the Documentation to the Customer, on and subject to the terms of this Agreement.
- 4.2 BVRLA shall use commercially reasonable endeavours to make the LMS available 24 hours a day, seven days a week, except for planned and/or unplanned maintenance. BVRLA will use reasonable endeavours to provide 48 hours' notice of any planned maintenance and BVRLA will notify the Customer as soon as BVRLA becomes aware of any unplanned maintenance.
- 4.3 BVRLA may, from time to time, make changes to the Services, which may include modifying or discontinuing features or components of the LMS.
- 4.4 Where the LMS produce any AI Generated Content, the Customer acknowledges that:
  - 4.4.1 BVRLA cannot guarantee any specific results or outcomes from the AI Generated Content, and that the results of the AI Generated Content may not be consistent, reliable or accurate; and
  - 4.4.2 the Customer Data may be used to train, validate and improve the underlying AI models, provided BVRLA (and Absorb) have used reasonable technical and organisation measures to de-identify, aggregate and/or anonymise the Customer Data.

### **5. Data protection**

- 5.1 For the purposes of this clause 5, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.
- 5.2 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
- 5.3 The parties have determined that, for the purposes of Data Protection Legislation:

- 5.3.1 BVRLA shall act as controller in respect of the personal data and processing activities set out in Part 1 Schedule 1 (Controller details); and
- 5.3.2 BVRLA shall process the personal data set out in Part 2 of Schedule 1 (Processor details), as a processor on behalf of the Customer in respect of the processing activities set out in Part 2 of Schedule 1 (Processor details).
- 5.4 Where there are any changes in the way in which BVRLA uses or processes personal data, BVRLA will provide the Customer with an updated Schedule 1 which shall be deemed to be incorporated into this Agreement from the date on which it is provided.
- 5.5 By entering into this Agreement, the Customer agrees that BVRLA shall process the BVRLA Personal Data as a data controller and in accordance with the then-current version of BVRLA's privacy policy available at <https://www.bvrla.co.uk/Privacy-policy> (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.
- 5.6 Without prejudice to the generality of clause 5.2 (Compliance), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the BVRLA Personal Data and the Customer Personal Data to BVRLA, and the lawful collection of the same by BVRLA for the duration and purposes of this Agreement.
- 5.7 In relation to the Customer Personal Data, Part 2 of Schedule 1 sets out the scope, nature and purpose of processing by BVRLA, the duration of the processing and the types of personal data and categories of data subject.
- 5.8 Without prejudice to the generality of clause 5.2 BVRLA shall when acting as a processor of the Customer Personal Data set out in Part 2 of Schedule 1:
- 5.8.1 process the Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Part 2 of Schedule 1 (Processing details), unless BVRLA is required by applicable laws to otherwise process the Customer Personal Data. Where BVRLA is relying on applicable law as the basis for processing Customer Personal Data, BVRLA shall notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit BVRLA from so notifying the Customer on important grounds of public interest;
- 5.8.2 implement the technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 5.8.3 ensure that any personnel engaged and authorised by BVRLA to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

- 5.8.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to BVRLA), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.8.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- 5.8.6 at the written direction of the Customer, delete or return the Customer Personal Data and copies thereof to the Customer on termination of the agreement unless BVRLA is required by applicable law to continue to process that Customer Personal Data. For the purposes of this clause 5.8.6 Customer Personal Data shall be considered deleted where it is put beyond further use by BVRLA; and
- 5.8.7 maintain records to demonstrate its compliance with this clause 5 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.
- 5.9 The Customer hereby provides its prior, general authorisation for BVRLA to:
  - 5.9.1 appoint processors to process the Customer Personal Data, provided that BVRLA:
    - (a) shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on BVRLA in this clause 5;
    - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of BVRLA; and
    - (c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors.
  - 5.9.2 transfer Customer Personal Data outside of the UK as required for the purpose of providing the LMS, provided that BVRLA shall ensure that all such transfers are effected in accordance with the Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of BVRLA, including any request to enter into standard data protection clauses adopted by the UK Information Commissioner from time to time.

## **6. Third party providers**

The Customer acknowledges that the LMS may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. BVRLA makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any



transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not BVRLA. BVRLA recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. BVRLA does not endorse or approve any third-party website nor the content of any of the third-party website made available via the LMS.

## **7. BVRLA's obligations**

- 7.1 BVRLA provide the Learning Management System in accordance with the Documentation and in a professional and workmanlike manner.
- 7.2 BVRLA's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the LMS contrary to BVRLA's instructions, or modification or alteration of the LMS by any party other than BVRLA or BVRLA's duly authorised contractors or agents.
- 7.3 BVRLA warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.4 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against BVRLA shall be for BVRLA to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by BVRLA (or its subcontractor).

## **8. Customer's obligations**

- 8.1 The Customer shall:
  - 8.1.1 provide BVRLA with:
    - (a) all necessary co-operation in relation to this Agreement; and
    - (b) all necessary access to such information as may be required by BVRLA;
  - in order to provide the LMS, including but not limited to Customer Data;
- 8.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 8.1.3 ensure that the Authorised Users use the LMS and the Documentation in accordance with the terms and conditions of this Agreement and the EULA, and shall be responsible for any Authorised User's breach of this Agreement and/or the EULA;
- 8.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for BVRLA, its contractors and agents to perform their obligations under this Agreement, including without limitation the LMS;

- 8.1.5 ensure that its network and systems comply with the relevant specifications provided by BVRLA from time to time; and
- 8.1.6 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to BVRLA's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.2 As between the parties the Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. The Customer grants to BVRLA a worldwide, royalty-free, non-exclusive, sub-licensable, irrevocable licence to use the Customer Data for the purposes of BVRLA performing its obligations under this Agreement.

## **9. Charges and payment**

- 9.1 The Customer shall pay the Subscription Fees to BVRLA for the User Subscriptions in accordance with this clause 9. The Customer shall pay each invoice within 30 days of receipt. The Customer shall not be entitled to a discount if the number of User Subscriptions actually used by the Customer is less than the number set out in this Agreement.
- 9.2 If BVRLA has not received payment within 30 days of the due date, and without prejudice to any other rights and remedies of BVRLA:
- 9.2.1 BVRLA may suspend the Customer's access to the LMS; and
- 9.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to [3]% over the then current base lending rate of [HSBC] from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.3 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to BVRLA's invoice(s) at the appropriate rate.
- 9.4 BVRLA shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2 (Additional subscriptions), at the start of each Renewal Period upon at least 45 days' prior notice to the Customer and this Agreement shall be deemed to have been amended accordingly.

## **10. Proprietary rights**

- 10.1 The Customer acknowledges and agrees that BVRLA and/or its licensors own all Intellectual Property Rights in the LMS and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to such Intellectual Property Rights.

## **11. Confidentiality**

- 11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- 11.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **12. Indemnity**

- 12.1 Subject to clause 12.2, the Customer shall defend, indemnify on demand and hold harmless BVRLA against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the LMS and/or Documentation (including any claim which arises in relation to the Customer Data).
- 12.2 The indemnity in clause 12.1 shall not apply to any claim that:
- 12.2.1 is solely a result of BVRLA's breach of this Agreement; or
- 12.2.2 the LMS infringes the Intellectual Property Rights of any third party.

## **13. Limitation of liability**

- 13.1 The following definitions apply in this clause 13:
- 13.1.1 **liability:** every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
- 13.1.2 **default:** any act or omission resulting in one party incurring liability to the other.
- 13.2 Except as expressly and specifically provided in this Agreement:

13.2.1 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

13.2.2 the LMS and the Documentation are provided to the Customer on an "as is" basis.

13.3 Nothing in this Agreement excludes the liability of BVRLA:

13.3.1 for death or personal injury caused by BVRLA's negligence; or

13.3.2 for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 (No warranties) and clause 13.3 (Exclusions of liability):

13.4.1 BVRLA shall have no liability for any:

(a) loss of profits,

(b) loss of business,

(c) wasted expenditure,

(d) business interruption,

(e) depletion of goodwill and/or similar losses,

(f) loss or corruption of data or information, or

(g) any special, indirect or consequential loss, costs, damages, charges or expenses;  
and

13.4.2 BVRLA's total aggregate liability to the Customer in each Contract Year, in respect of all defaults shall not exceed the Subscription Fees paid and/or payable in that Contract Year.

13.5 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of BVRLA's Intellectual Property Rights.

#### **14. Term and termination**

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- 14.1.1 either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 14.1.2 otherwise terminated in accordance with the provisions of this Agreement;
- and the Initial Subscription Term together with any subsequent Renewal Period shall constitute the **Subscription Term**.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 14.2.1 the Absorb Agreement terminates for any reason;
- 14.2.2 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- 14.2.3 the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 14.2.4 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.2.4;
- 14.2.5 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 14.2.6 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 14.3 On termination of this Agreement for any reason:
- 14.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the LMS and/or the Documentation;
- 14.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 14.3.3 BVRLA may destroy or otherwise dispose of any of the Customer Data in its possession; and

- 14.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **15. Force majeure**

Neither party shall be in breach of this Agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control, including any failure by a sub-contractor or provider to BVRLA. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Agreement by giving not less than 10 days' written notice to the affected party.

## **16. General**

- 16.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement prevail.
- 16.2 BVRLA may amend this Agreement by providing the Customer with at least 5 days' notice. If the Customer does not agree to such variation, the Customer may terminate this Agreement immediately on written notice to BVRLA[, in which case, BVRLA shall provide the Customer with a pro-rata refund of the Subscription Fees for the remainder of the Initial Subscription Term or Renewal Period (as applicable)].
- 16.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.4 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 16.6 If any provision or part-provision of this Agreement is deemed deleted under clause 16.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 16.8 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty

(whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

16.9 Neither party shall not, without the prior written consent of the other party, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

16.10 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **17. Notices**

17.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

(a) BVRLA: [ADDRESS].

(b) The Customer: [ADDRESS].

17.2 Any notice shall be deemed to have been received:

17.2.1 if delivered by hand, at the time the notice is left at the proper address;

17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

17.2.3 if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **18. Governing law and Jurisdiction**

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

- 18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



This has been entered into on the date stated at the beginning of it.

Signed by [NAME OF  
] for and on behalf of  
BVRLA Services  
Limited

.....

Authorised Signatory

Signed by [NAME OF  
AUTHORISED  
SIGNATORY] for and  
on behalf of [NAME  
OF CUSTOMER]

.....

Authorised Signatory

## **Schedule 1      Role of the Parties**

### **Part 1   Where BVRLA acts as a controller**

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BVRLA will act as a controller of the following personal data, for the following purposes:

**Data:** Authorised Users' name, gender, job title, employee number (if applicable), team, location, line manager, gender, email address.

#### **Purposes:**

- To contact individuals about membership options, events, and new courses.
- To undertake analytics and reporting, and to develop new courses.

This data will be processed in accordance with BVRLA's privacy policy.

### **Part 2   Where BVRLA acts as a processor**

#### **1.      Particulars of processing**

##### **1.1      Scope**

1.1.1    To provide the LMS in accordance with this agreement.

##### **1.2      Nature**

1.2.1    The collection, and storage of the data, and the sharing of the data with the Customer.

##### **1.3      Purpose of processing**

1.4      Processing in order to provide the Learning Management System and to provide the Customer with information regarding the Authorised Users' progress and achievements using the system.

##### **1.5      Duration of the processing**

1.6      The term of this agreement.

#### **2.      Types of Personal Data**

3.      Name, gender, job title, employee number (if applicable), team, location, line manager, gender, email address, the courses undertaken LMS and the marks obtained on those courses **Categories of Data Subject**

Employees and contractors of the Customer and its Group Companies.

