

Employer Sponsored Training Terms

Version 3.5



1. Introduction

These Employer Sponsored Training Terms apply where an Employer funds or sponsors training places. They form part of the agreement between Law Training Centre and the Employer and govern the participation of nominated learners

2. Definitions and interpretation

2.1 In these Employer Sponsored Training Terms:

- a. "Law Training Centre", "we", "us" means Law Training Centre (Kent) Limited.
- b. "Employer" means the organisation funding or sponsoring training for one or more learners.
- c. "Employer Sponsored Training Arrangement" means an arrangement under which an Employer funds training places for one or more learners, whether as part of a defined intake or otherwise.
- d. "Training Place" means a funded place on a specified course made available under an Employer Sponsored Training Arrangement.
- e. "Learner" means an individual nominated by the Employer to occupy a Training Place.
- f. "Employer Sponsored Training Terms" means these terms.
- g. "General Terms" means Law Training Centre's Terms and Conditions of Service in force at the relevant time.
- h. "Course Transfer Policy" means Law Training Centre's Course Transfer Policy, as amended from time to time.

2.2 Headings are for convenience only and do not affect interpretation.

3. Scope of these terms

3.1 These Employer Sponsored Training Terms apply where training provided by Law Training Centre is funded or sponsored by an Employer.

3.2 These Employer Sponsored Training Terms apply in addition to the General Terms.

3.3 In the event of any conflict or inconsistency, these Employer Sponsored Training Terms shall prevail in respect of Employer Sponsored Training Arrangements, and the General Terms shall apply only to the extent they are not inconsistent.

3.4 The following do not apply to Learners enrolled under an Employer Sponsored Training Arrangement:

- a. Course Transfer Policy; and
- b. any learner-initiated course change or transfer rights set out in the General Terms.

3.5 Other Law Training Centre policies apply only to the extent that they do not conflict with these Employer Sponsored Training Terms.

4. Contracting structure

4.1 The Employer is the contracting customer for the purposes of course selection, pricing, payment, substitution, and termination rights.

4.2 Learners are nominated users of the training services. While they are not contracting parties in respect of course transfers, cancellations, refunds, or payment obligations, they remain fully subject to the General Terms.

4.3 No separate contract is formed between Law Training Centre and a Learner in relation to an Employer Sponsored Training Arrangement; however, each Learner's use of the platform and course materials is conditional upon their continued compliance with the General Terms. A learner's breach of the General Terms may result in suspension or termination of access in accordance with section 10.3

5. Scope of the Employer Sponsored Training Arrangement

- 5.1** Each Employer Sponsored Training Arrangement relates to specified course(s), applies to a defined number of Training Places, and may be linked to a defined intake or activation window.
- 5.2** Training Places are purchased as a package and are not individually priced, cancellable, or refundable once access has commenced.
- 5.3** A Training Place is not permanently allocated to a named individual, subject to clause 7.

6. Nomination and enrolment of learners

- 6.1** The Employer shall nominate a Learner for each Training Place in the manner specified by Law Training Centre.
- 6.2** Law Training Centre will issue individual platform access credentials to each nominated Learner.
- 6.3** Each Learner account is personal, non-transferable, and subject to the General Terms relating to platform use, conduct, assessments, and intellectual property.

7. Learner substitution rights

- 7.1** The Employer may substitute a Learner occupying a Training Place with another individual, subject to this clause.
- 7.2** Substitution is permitted only within the substitution window notified for the relevant Employer Sponsored Training Arrangement and where the original Learner's use of course materials has not exceeded the permitted usage threshold communicated at enrolment.
- 7.3** Substitution requests must be submitted by the Employer in writing and approved by Law Training Centre.
- 7.4** Substitution does not pause, reduce, or reset fees, extend access periods, or give rise to any refund entitlement.
- 7.5** Substitution is one-way. Once a Learner has been substituted out, they may not be reinstated to the same Training Place.
- 7.6** Substitution must only occur on a single occasion per training place.
- 7.7** Sharing login credentials or informal transfer of access is prohibited and may result in suspension of access.

8. Restrictions on learner rights

- 8.1** Learners enrolled under an Employer Sponsored Training Arrangement have no right to transfer between courses, cancel enrolment, request refunds, or rely on consumer cancellation or cooling-off rights.
- 8.2** All decisions relating to continuation, withdrawal, or substitution are matters solely between the Employer and Law Training Centre.

9. Fees, invoicing, and payment

- 9.1** Fees for Employer Sponsored Training are payable by the Employer in accordance with the agreed commercial terms.
- 9.2** Fees are exclusive of VAT unless stated otherwise. VAT will be charged where applicable.

- 9.3** Payment obligations are not affected by learner withdrawal, substitution, changes in employment status, or non-completion.
- 9.4** No refunds are payable once access has commenced for any reason other than where required by law.

10. Access, delivery, and platform use

- 10.1** Access to course materials is provided for the access period specified at enrolment.
- 10.2** Access periods are fixed and do not reset or extend in the event of learner substitution, suspension, or employer initiated withdrawal.
- 10.3** Law Training Centre may suspend or terminate access for any Learner who breaches the General Terms, without affecting the Employer's payment obligations.

11. Termination and suspension

- 11.1** Law Training Centre may suspend or terminate access by written notice where the Employer fails to pay fees, breaches these Employer Sponsored Training Terms, or facilitates misuse of the platform or training materials.
- 11.2** Termination does not give rise to any refund unless required by law.

12. Liability and limitations

- 12.1** Training supplied under these Employer Sponsored Training Terms is provided for professional and business development purposes.
- 12.2** Law Training Centre's total liability to the Employer shall be limited in accordance with the General Terms, subject to mandatory legal requirements.
- 12.3** Law Training Centre shall not be liable for indirect or consequential losses, loss of profit or revenue, loss of business opportunity, or outcomes related to individual Learner performance.

13. Data protection and information sharing

- 13.1** Law Training Centre may share relevant Learner information with the Employer for administration, progress monitoring, and reporting purposes.
- 13.2** Each party shall comply with applicable data protection legislation.

14. Governing law and jurisdiction

- 14.1** These Employer Sponsored Training Terms are governed by the laws of England and Wales.
- 14.2** The courts of England and Wales shall have exclusive jurisdiction.