

## The Academy Programme Terms & Conditions

These Terms and Conditions apply to The Academy Programme provided by SCOTLAND FOOD & DRINK (Company Number SC32908) of 1f1, Ratho Park One, 88 Glasgow Road, Newbridge, Edinburgh, United Kingdom, EH28 8PP (SF&D).

You can contact SF&D anytime on [the-academy@foodanddrink.scot](mailto:the-academy@foodanddrink.scot)

Please read these Terms and Conditions carefully before submitting your Application. When you submit your Application on the Website, you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions you should not submit your Application.

### Definitions

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions have the following meanings:

<b>Applicant/You</b>	means the business/person who submits an Application
<b>Application</b>	means your online application submitted on the Website
<b>Confidential Information</b>	means information provided by SF&D to the Delegate in written, graphic, recorded, machine readable or other form concerning and including, without limitation, the Programme Materials, but does not include information in the public domain, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the Delegate
<b>Delegate/You</b>	means a successful Applicant
<b>Discounts</b>	means the discounts described and set out on the Website and includes member discounts and partner discounts
<b>Fee</b>	means the fees paid by you to SF&D for the Academy Programme
<b>Force Majeure</b>	means an event or sequence of events beyond SF&D's reasonable control preventing or delaying it from performing its obligations under these Terms and Conditions including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for the delivery of the Academy Programme, strike, lockout or boycott or other industrial action including those involving the SF&D's or its suppliers' workforce;
<b>Intellectual Property Rights</b>	means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world
<b>Programme Materials</b>	means the information provided by SF&D to accompany The Academy Programme, to include all verbal and digital content
<b>Scottish Producer</b>	means a business that is:- (i) a producer of food and drink based in Scotland; (ii) not a third-party consultant, sales representative, agency or supply chain operator (including logistics, wholesalers, food service and retailers);

- (iii) trade-ready;
- (iv) not a start up.

**The Academy Programme** means the programme owned by the Scotland Food & Drink Partnership and delivered by SF&D comprising three individual programmes, tailored to meet the Delegates' needs:

- (i) Seeding Growth
- (ii) Accelerating Growth
- (iii) Commercial Excellence

**Training Provider** means SF&D appointed contractor

**Website** means <https://foodanddrink.scot/the-academy/>

## 1. Applications for the Academy Programme

- 1.1. When you apply for a place on The Academy Programme via the Website you are offering to take part in The Academy Programme on these Terms and Conditions. SF&D reserves the right to cancel or decline your Application at any time.
- 1.2. Places on The Academy Programme are limited to one person per Application. Additional places may be available subject to availability and will be subject to a Fee, to be confirmed by SF&D.
- 1.3. Following receipt by SF&D of your Application, SF&D will contact you confirming receipt.
- 1.4. A legally binding agreement between SF&D and you shall come into effect when SF&D has:
  - 1.4.1. accepted your Application by sending you an email confirmation; and
  - 1.4.2. received payment of the Fees from you in accordance with clause 3 below.

## 2. Applicants/Delegates warranties and undertakings

- 2.1. You warrant that:
  - 2.1.1. you are a Scottish Producer;
  - 2.1.2. the content of your Application is true, accurate and not misleading.
- 2.2. You undertake to:
  - 2.2.1. use your best endeavours to attend all modules of the Academy Programme;
  - 2.2.2. commit to the support of a specialist/mentor/coach as deemed appropriate by the Training Provider and SF&D;
  - 2.2.3. develop an actionable plan at the end of the Academy Programme.

## 3. Fees

- 3.1. The Fees for the Programme are set out on the Website.
- 3.2. Payment of the Fee can be made via a secure online payment gateway and can be made by credit or debit card. No other billing methods are accepted.
- 3.3. Once payment of the Fee has been received, an email confirmation and a receipt of payment will be sent to you.
- 3.4. Delegates should check when paying the Fees if they are eligible for any Discounts.
- 3.5. Any Delegates who pay the incorrect Fee will be liable to pay the difference before their place on The Academy Programme is confirmed by SF&D. SF&D will issue an invoice for immediate payment.

## 4. Substitutions and Alterations

- 4.1. Delegates may nominate an alternative person from their organisation to attend up to 24 hours prior to the start of The Academy Programme at no extra charge. Should substitution not be possible, Fees will not be refunded.

- 4.2. If the Delegate's nominated person leaves the employ of the Delegate during the course of the Academy Programme, that individual's place will be forfeited. The Delegate may nominate an alternative person to attend the remainder of The Academy Programme.
- 4.3. Notice of any substitutions must be submitted by email to SF&D [the-academy@foodanddrink.scot](mailto:the-academy@foodanddrink.scot).
- 4.4. SF&D reserves the right to make alterations to The Academy Programme, technology and timings.
- 4.5. In the unlikely event of The Academy Programme being cancelled by SF&D, a full refund will be made.
- 4.6. In the event that The Academy Programme is postponed (for any reason) or the dates are changed, SF&D shall not be liable for any expenditure, damage or loss incurred by the Delegate.
- 4.7. If by re-arrangement or postponement The Academy Programme can take place, the booking between the Delegate and SF&D shall remain in force.

## **5. Registration and Delivery of Academy Programme**

- 5.1. Registration information will be sent to Delegates by email at least seven days prior to The Academy Programme. Any Delegate not receiving the registration information should contact us by email to [the-academy@foodanddrink.scot](mailto:the-academy@foodanddrink.scot)
- 5.2. The Academy Programme will be delivered virtually, using the Zoom platform. All modules of The Academy Programme are live.
- 5.3. Delegates must have permissible access to the relevant technology and a secure and stable internet connection.
- 5.4. SF&D will not be liable should the Delegates' technology fail during The Academy Programme delivery.

## **6. Intellectual Property**

- 6.1. All Intellectual Property Rights in the Programme Materials, are and remain, the intellectual property of SF&D or its licensors, whether adapted, written for or customised for the Delegate or not.
- 6.2. Delegates are not authorised to:-
  - 6.2.1. copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Programme Materials without prior written permission;
  - 6.2.2. record on video or audio tape, relay by videophone or other means the Programme;
  - 6.2.3. use the Programme Materials in the provision of any other course or training whether given by us or any third party trainer;
  - 6.2.4. remove any copyright or other notice of SF&D on the Programme Materials;
  - 6.2.5. modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Academy Programme.
  - 6.2.6. Breach by you of this clause 6.2 shall allow SF&D to immediately terminate these Terms and Conditions with you and cease to provide the Academy Programme.
- 6.3. In consideration of the Fee paid by you, SF&D grants to Delegates a limited, non-transferable, non-exclusive licence to use the Programme Materials for the sole purpose of completing the Academy Programme.

## **7. Filming**

For promotional purposes, The Academy Programme may be recorded. Delegates who do not wish to be filmed or recorded should advise SF&D by email [the-academy@foodanddrink.scot](mailto:the-academy@foodanddrink.scot) prior to The Academy Programme.

## **8. Privacy**

We are committed to protecting the privacy of Delegates. Our relationship with you is valuable and we understand the importance you place on the privacy and security of information which

personally identifies you. This <https://foodanddrink.scot/privacy/> explains SF&D's data processing practices which will be adhered to for the delivery of The Academy Programme. Data will be shared with the Training Provide for the purpose of delivering the Academy Programme. SF&D does not store payment details. If you have any queries concerning your personal information or any questions on SF&D's use of the information please contact [info@foodanddrink.scot](mailto:info@foodanddrink.scot).

## **9. Public sector funding**

- 9.1. The Academy Programme is supported by public sector funding. SF&D shall assess the Applicant's public sector funding position based on the information provided in the Application. In the event of an Application being successful, the Applicant shall ensure that any and all public sector funding conditions are adhered to in relation to (i) attendance on The Academy Programme; and (ii) if any other public sector funding is received by the Applicant in the future. The Applicant acknowledges that failure to comply with any such public sector funding conditions could result in recovery of some or all of any public sector funding made available to the Applicant.
- 9.2. This clause shall continue in full force and effect after The Academy Programme has been delivered.

## **10. Liability**

- 10.1. Although SF&D aims to ensure that The Academy Programme is delivered by the Training Provider to the highest standards of the industry, neither SF&D, nor the Training Provider accept any liability for (i) any inaccuracy or misleading information provided in the Academy Programme or Programme Materials and any reliance by Delegates on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of these Terms and Conditions.
- 10.2. Except to the extent that they are expressly set out in these Terms and Conditions, no conditions, warranties or other terms shall apply to The Academy Programme. Subject to clause 10.4 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
- 10.3. Subject to clause 10.4 below, SF&D's total liability arising from or in connection with these Terms and Conditions and in relation to anything which we may have done or not done in connection with these Terms and Conditions and the delivery of The Academy Programme (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fee received by SF&D in connection with the relevant Academy Programme in relation to which a dispute has arisen.
- 10.4. Nothing in these Terms and Conditions shall exclude or limit SF&D's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under Scots law may not be limited or excluded.
- 10.5. Views expressed by the Training Provider are their own. SF&D will not accept liability for advice given, or views expressed, by any Training Provider or in any material provided to Delegates.

## **11. Confidentiality**

- 11.1. The Delegate shall keep the Confidential Information strictly confidential and shall not use it otherwise than for the purposes of taking part in The Academy Programme.
- 11.2. For the avoidance of doubt, the Delegate may not disclose Confidential Information on social media or to colleagues within the Delegate's business.
- 11.3. This clause shall continue in full force and effect after the Academy Programme has been delivered.

**12. Force Majeure**

Neither party shall have any liability under or be deemed to be in breach of the Terms and Conditions for any delays or failures in delivery of The Academy Programme which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 7 days, either party may terminate the Contract by written notice to the other party.

**13. Governing law and jurisdiction**

These Terms and Conditions and any dispute or claim arising out of, or in connection with it, shall be governed by and construed in accordance with Scots Law. The parties irrevocably agree that the Scottish courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.