

Distribution Agreement

1. The agreement is made between:

Gatehouse Awards ('GA') is a company incorporated in England and Wales with registered number 07298045, whose registered office is at Queensgate House, 23 N Park Rd, Harrogate HG1 5PD, UK; and

The Distributor, whose details are as follows:

Centre Name	
Centre Address	
Head of Centre Name	
Contact details (email/phone)	

(together the *parties*).

2. This Agreement documents an understanding between the parties regarding the sale and distribution of licences for online TEFL courses and qualifications. This Agreement commences on the date of signing and is renewed every 12 months with the Distributor's centre reapproval.
3. The underlying principle of the relationship is that GA at its own cost will provide and maintain with timely updates the intellectual content of the courses and qualifications. This will include all narrative and written content and approval of all audio/visual content.
4. GA will provide the licensing of the courses for the Distributor via the online system provided by GA, the Ark. The Distributor will be provided access and training on the system's use.
5. GA will not charge a separate service fee for maintenance or for use of the Ark, the online course content or any other aspect of the delivery and quality assurance of the products and services.
6. Prior to making registrations of candidates on the Ark, the Distributor is responsible for ensuring that candidates' enrolment application forms, pre-enrolment tasks, and confirmation that the candidate has read and accepts the Terms and Conditions along with proof of ID has been received.
7. The Distributor must ensure that the application form and pre-enrolment tasks are evaluated and the course applied for is appropriate for the individual candidate (inclusive of their level of English language proficiency), keeping records of the application on file and making these documents available to GA upon request.
8. GA will give the Distributor reasonable notice of any changes in the pricing of the products or its intention to extend the range of or discontinue any products in addition to informing the Distributor within a reasonable time of any problem in meeting the Distributor's orders.
9. The Distributor will be free to purchase licences to sell onto end user clients based on the commercial model set out below.
10. It is recommended that licences for courses are sold at the prices listed in Appendix A attached. The Distributor is free to sell licences at any other price although the price that will be paid by The Distributor to GA will be fixed at the rate listed in Appendix A.
11. The Distributor will be invoiced monthly.

12. Licence limitation: the licences provided to the Distributor are strictly for retail sales and the courses may not be sold on or marketed by their customers.
13. GA will also make the content available to other distributors and within the terms of a similar exploitation agreement.
14. Immediately following the availability of the licenced courses, the Distributor will make the courses available to their clients and the general public under their brand alongside the branding of GA.
15. The Distributor will actively promote the courses as part of its general marketing and promotional activities.
16. The Distributor will have due regard for restrictions put in place by GA (including, but not limited to, not using the logos of the regulators at any time: this is strictly prohibited).
17. The Distributor will refer to the terms and conditions published on the GA website to clarify queries with customers and potential customers.
18. The Distributor will make available clear information to customers and potential customers regarding privacy and data protection arrangements, including, but not limited to, the arrangements relating to sharing personal data with GA staff in its capacity as the awarding organisation, in line with the requirements of course delivery and administration. No personal data of candidates will be used for marketing or publicity purposes.
19. The Distributor must act conscientiously and in good faith, using its best endeavours to promote and sell the products with diligence and all due care for accuracy.
20. The Distributor may refer to itself as "an approved centre and distributor" of GA TEFL products in all associated promotional materials and premises.
21. The Distributor is responsible for ensuring they maintain full compliance with all and any relevant laws, regulations and insurance, including compliance with all laws, regulations and applicable to the products in their territory, and advise GA of them so far as is relevant.
22. The Distributor must maintain full approved centre status with GA, renewable annually, in order to maintain Distributor status, including, but not limited to, adherence to all terms and conditions of business, the GA centre approval criteria, all aspects of the Centre Declaration and Statement of Commitment, and GA policies and procedures, which may be updated from time to time, promptly informing GA of any changes which may have an impact on the centre's approved status.
23. The Distributor must not make any claim to be a teaching centre of the GA TEFL qualifications, unless the Distributor has received full Qualification Approval from GA authorising them to do so.
24. The Distributor may use or resell the Products only in its ordinary course of trade, but this right will end immediately if any step occurs towards the Distributor's bankruptcy, insolvency, receivership, administration, liquidation, winding up or dissolution (insolvency events), at which point all sums will become immediately due and payable.
25. The Distributor may only use the intellectual property for the purposes of, and during, this Agreement, and only as authorised by GA.
26. Each party must at all times (a) keep confidential and not disclose to any person any Confidential Information and (b) only use such Confidential Information for the purposes of performing its obligations under this Agreement and at all times in line with relevant data protection and privacy regulations and legislation.

27. Either party can end this Agreement by providing 1 calendar month's written notice to the other, to expire at any time during the life of the Agreement.
28. Either party can end this Agreement by immediate written notice if the other party commits a material breach of this Agreement and fails to remedy it within 30 calendar days after being given written notice giving full particulars of the breach and requiring it to be remedied.
29. Either party can end this Agreement by immediate written notice to the other if:
  - a. that other party commits a material breach of this Agreement which is not capable of remedy;
  - b. that other party is dissolved, wound up or becomes unable to pay its debts as they fall due;
  - c. a receiver is appointed, of any of the property or assets of that other party;
  - d. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - e. that other party has a bankruptcy order made against it or goes into liquidation;
  - f. that other party, being an individual, dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs;
  - g. the other party is accused of, charged with or convicted of any criminal or civil fraudulent activity;
  - h. that other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
30. The Distributor can end this Agreement if GA stops producing or supplying the products.
31. GA can also end this Agreement if the Distributor commits any act which may adversely affect the reputation of the qualification(s) or courses, or of GA's ability to comply with its regulatory obligations.
32. Neither party will be liable for any failure or delay in performing an obligation (including a delivery delay or failure) resulting from any cause beyond its reasonable control, but it must as soon as reasonably practicable notify the other party accordingly. In that case, either party can then suspend or end its obligations under this Agreement.
33. GA is not liable for business losses and will have no liability to the Distributor for any loss of profit, loss of business, business interruption, or loss of business opportunity.
34. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party will have any right to enforce or rely on any provision of this Agreement.
35. Unless specifically provided by the parties, nothing in this Agreement will establish any partnership or joint venture between any of the parties, nor does this Agreement authorise any party to enter into any commitments for or on behalf of any other party.
36. Any notice (other than in legal proceedings) to be delivered under this Agreement must be in writing and addressed to the Director, at the registered address or place of business of the notified party or by email to the business email address of the other party.
37. GA can assign, or deal in any other manner with any of its rights under this Agreement or sub-contract all or any of its obligations under it. The Distributor cannot assign or otherwise deal with any of its rights or obligations under this Agreement, or subcontract any of its obligations under it and cannot appoint any agents or sub-distributors.
38. This Agreement will be governed by and interpreted according to English law. All disputes arising under this Agreement will be subject to the exclusive jurisdiction of the English courts.

This Agreement commences on the day(s) and year of the distributor's signing below:

I, the undersigned, acting for and on behalf of the distributor organisation, agree in full to the terms of the agreement above.

----- for and on behalf of -----		DD / MM / YYYY
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