

(NOTE: Throughout this document, THE TEACHER TRAINER LTD is referred to as TTT)

TTT POLICY DOCUMENT

Reseller Agreement

Terms governing the relationship between TTT and approved third-party resellers of TTT courses.

Document Control

Document Title	Reseller Agreement
Version	1.0
Effective Date	22 April 2026
Next Review Date	22 April 2027
Policy Owner	Phenil Mehta, Centre Manager
Reseller Relations Contact	phenil@theteachertrainer.co.uk, 01908 736 777
Approved By	Phenil Mehta, Centre Manager
Classification	Public
Applies To	All approved resellers of TTT courses and TTT staff handling reseller relationships

Reseller Agreement

1. Purpose

This policy sets out the basis on which TTT engages third-party resellers to market, promote and sell TTT qualifications and short courses. It protects learners, TTT and awarding organisations by defining what resellers may and may not do, how learners are transferred into TTT delivery and how commercial, quality and data obligations are shared. The policy operates as both an internal TTT policy and as the agreement framework signed with every approved reseller.

2. Scope

This policy applies to:

- Any individual or organisation that has entered or proposes to enter a written agreement with TTT to resell TTT courses
- TTT staff involved in managing reseller relationships, onboarding, settlement and dispute resolution
- Learners enrolled on TTT courses through a reseller channel

3. Definitions

The following terms carry the meanings given throughout this policy.

Reseller	An approved third-party organisation or individual that markets, promotes and sells TTT courses to end learners under a written Reseller Agreement.
Reseller Agreement	The signed written agreement between TTT and a specific Reseller incorporating this policy and any schedule of commercial terms.
End Learner	The individual who enrolls on a TTT course after purchasing through a Reseller.
Reseller Channel	The sales route through which a Reseller introduces End Learners to TTT.
Recommended Sale Price	The price at which TTT recommends the Reseller sells the course to the End Learner, as set out in the Commercial Schedule.
Commercial Schedule	The schedule to the Reseller Agreement setting out pricing, commission or wholesale terms, payment timing and any minimum volumes.
Onboarding	The process through which a prospective Reseller is assessed, approved and set up to operate.

4. Policy Statement

TTT is committed to the following principles and commitments.

1. TTT only works with Resellers that meet its onboarding requirements and sign the Reseller Agreement incorporating this policy.
2. TTT retains the direct educational and contractual relationship with every End Learner from the point of TTT enrolment. The Reseller's role is commercial introduction and aftersales customer service for sales-related queries.
3. Learners purchasing through a Reseller receive the same quality of course, qualification, assessment and support as direct learners.
4. Resellers market TTT courses accurately, lawfully and without exaggeration of outcomes.
5. Personal data of End Learners passing through the Reseller is processed in line with UK GDPR, with clear roles under the Data Protection Policy.
6. TTT acts promptly where a Reseller's conduct puts learners, qualifications or the TTT brand at risk, including termination of the Reseller Agreement with immediate effect in serious cases.
7. Commercial terms, including pricing, commission and payment timing, are agreed in writing before any sale.

5. Reseller Onboarding

Before entering a Reseller relationship, TTT undertakes onboarding covering:

- Identity verification of the prospective Reseller and, where a company, confirmation of Companies House registration
- Review of the Reseller's intended marketing channels, audience and existing reputation
- Confirmation that the Reseller understands and accepts this policy
- Agreement of the Commercial Schedule, including pricing model, commission or wholesale terms and payment timing
- Execution of the signed Reseller Agreement
- Provision of approved marketing assets and a brand usage briefing

TTT may decline a Reseller onboarding for any lawful reason, with the reasons communicated in writing.

6. Reseller Obligations

6.1 Accurate marketing

- The Reseller markets TTT courses using only TTT-approved materials or materials approved in writing by TTT
- Claims about TTT qualifications, awarding organisations, course outcomes, career prospects and regulator recognition must be accurate, verifiable and not misleading
- The Reseller does not make earnings or employment guarantees

-
- The Reseller complies with the Consumer Protection from Unfair Trading Regulations 2008 and with the Advertising Standards Authority CAP Code

6.2 Accurate pre-sale information

- The Reseller provides every prospective End Learner with the pre-enrolment information required under the Consumer Contracts Regulations 2013, which TTT provides in template form
- The Reseller makes clear that the course is delivered and certified by TTT, not by the Reseller
- The Reseller makes clear whose terms apply to cancellation and refund, and directs learners to the correct party for each

6.3 Lawful practice

- The Reseller complies with all applicable UK law, including consumer protection, data protection, electronic communications and advertising law
- The Reseller does not engage in spamming, phone scripting or high-pressure selling
- The Reseller respects the Equality Act 2010 in every learner interaction

6.4 Data protection

- Where the Reseller collects personal data from prospective learners, the Reseller acts as an independent controller for the marketing stage and, on transfer to TTT, as a processor for onboarding data required by TTT
- The Reseller uses clear privacy notices, obtains appropriate lawful basis for each processing activity and transfers data to TTT only through agreed secure channels
- Personal data breaches are notified to TTT without undue delay and within 24 hours of the Reseller becoming aware

6.5 Handover to TTT

- On successful sale, the Reseller transfers the required learner information to TTT using the agreed channel
- From the point TTT confirms enrolment, the learner relationship transfers to TTT; the Reseller does not contact the learner on course delivery matters
- The Reseller refers any course-delivery enquiry from a learner to TTT promptly

6.6 Brand and intellectual property

- The Reseller uses the TTT name, logos and marketing assets only as authorised in the Reseller Agreement
- The Reseller does not register TTT-related domain names, social handles or trade marks
- The Reseller does not modify, copy, reverse-engineer or redistribute TTT course materials
- On termination, the Reseller ceases use of TTT assets and removes them from all channels within 14 calendar days

6.7 Reporting and records

- The Reseller keeps records of every prospective and completed sale, including consents and marketing materials used

-
- The Reseller provides sales, conversion and channel-performance data to TTT on request
 - The Reseller cooperates with any audit TTT reasonably requires

7. TTT Obligations

- TTT provides the Reseller with a clear Commercial Schedule, approved marketing assets and current course information
- TTT delivers each course enrolled through the Reseller with reasonable skill and care, in line with the Course Terms and Conditions
- TTT handles certification and awarding organisation liaison
- TTT pays commissions or processes settlement on the timetable agreed in the Commercial Schedule
- TTT informs the Reseller of any material changes to courses, fees or policy that affect the Reseller's marketing
- TTT handles all course-delivery complaints, appeals and sanctions under the relevant TTT policies

8. Commercial Terms

Commercial terms are set out in the Commercial Schedule specific to each Reseller Agreement. Terms include:

- The pricing model (commission on TTT-captured revenue or wholesale model with Reseller margin)
- The Recommended Sale Price and any minimum sale price below which the Reseller must not sell without written consent
- Payment timing, typically monthly in arrears for commission and on confirmed enrolment for wholesale
- Any minimum volume commitments, tier-based commission or promotional pricing windows
- Chargebacks in the event of a learner cancellation within the 14-day cooling-off period

9. Refunds and Learner Cancellations via Reseller

- Where an End Learner pays the Reseller directly, refund requests within the 14-day cooling-off period are handled by the Reseller under its own terms, which must match or exceed the statutory minimum
- Where a refund is processed by the Reseller, the Reseller is responsible for notifying TTT and TTT is entitled to reclaim any commission or settlement already paid
- Where TTT has not yet enrolled the learner at the time of refund, no further action is required beyond the commission reclaim
- Where TTT has enrolled the learner, TTT unenrolls the learner and removes LMS access on confirmation of the refund

10. Prohibited Conduct

The following conduct by a Reseller is a material breach of this policy and the Reseller Agreement.

- Making false or misleading claims about TTT courses, awarding organisations or outcomes
- Issuing or purporting to issue TTT certificates or documents
- Selling TTT courses without an active written Reseller Agreement
- Reselling TTT courses through unapproved sub-resellers
- Using TTT branding outside the terms of the Reseller Agreement
- Handling learner personal data in breach of UK GDPR or the Reseller Agreement
- Engaging in spam marketing or high-pressure selling
- Bringing TTT into disrepute
- Failing to transfer learner information or payment to TTT in line with the Reseller Agreement

11. Term, Suspension and Termination

Unless otherwise agreed in the Reseller Agreement:

- The Reseller Agreement is for an initial term of 12 months, renewing for further 12-month periods unless either party gives 30 calendar days' written notice before the renewal date
- Either party may terminate for convenience on 30 calendar days' written notice
- TTT may suspend the Reseller immediately where there is a reasonable suspicion of prohibited conduct, pending investigation
- TTT may terminate with immediate effect for material breach, insolvency, regulatory risk or conduct that endangers learners or the TTT brand
- On termination, the Reseller ceases all marketing, removes TTT assets from its channels within 14 calendar days and cooperates with any orderly handover for in-flight learners
- Termination does not affect accrued rights or liabilities

12. Complaints, Disputes and Governing Law

- Complaints against the Reseller are investigated by TTT under this policy and may trigger suspension or termination
- Commercial disputes are, in the first instance, raised in writing to the Centre Manager and addressed in good faith between the parties
- This policy and each Reseller Agreement are governed by English law; both parties submit to the exclusive jurisdiction of the courts of England and Wales

13. Liability and Indemnity

- Each party is liable for its own acts and omissions and indemnifies the other against any loss arising from its material breach of this policy or the Reseller Agreement
- Neither party excludes liability for death or personal injury caused by negligence, fraud or any liability that cannot be excluded by law

- Except as set out above, each party's total liability in any 12-month period is capped at the total fees paid or payable under the Reseller Agreement in that period

14. Records and Retention

TTT retains the following for a minimum of six years after the Reseller Agreement ends, or longer where tax or awarding organisation requirements apply:

- Signed Reseller Agreement and Commercial Schedules
- Onboarding records, including due diligence checks
- Sales, settlement and commission records
- Complaints, audits and any suspension or termination records

Records are held securely in line with the Data Protection Policy and the Data Retention and Disposal Policy.

15. Monitoring and Review

This policy is reviewed annually by the Centre Manager as part of TTT's self-evaluation process. Interim reviews are triggered by changes to consumer or data protection law, awarding organisation changes or significant Reseller incidents. All outcomes are recorded in the Version History at Section 17.

16. Related Documents

This policy should be read alongside:

- Course Terms and Conditions
- Fees, Refunds and Cancellation Policy
- Fair Access and Admissions Policy
- Complaints Policy
- Appeals Policy
- Data Protection and GDPR Policy
- Privacy Notice
- Information Security and Cyber Security Policy
- Data Retention and Disposal Policy
- Malpractice and Maladministration Policy

17. Version History

Version	Date	Author	Summary of Changes
1.0	22/04/2026	Phenil Mehta	Supersedes prior Reseller Agreement dated 07/04/2026. Full rebuild with clearer definitions, separation of Reseller commercial role from TTT educational role, explicit Learner Code and prohibited-conduct list, UK GDPR alignment, and a term/termination framework.

18. Approval

This policy has been reviewed and approved by the Centre Manager of TTT. Where adopted in combination with a signed Reseller Agreement, signatures of both TTT and the Reseller are required below.

Phenil Mehta	<i>P Mehta</i>	22/04/2026
Name	Signature	Date

Reseller Signatory Name	Signature	Date
-------------------------	-----------	------