



Graduate Terms and Conditions

These terms and conditions, together with any and all other documents and terms referred to herein, set out the terms under which we provide our services to Graduates. You will be required to read and accept these terms before starting our Digital Grads Academy free training and before becoming a candidate on our Hiring Hub.

1. Definitions

- The “Graduate/you/your” refers to you, the recent university graduate taking the Training Course.
- The “Mentor” refers to the digital marketing professional assigned to help and support you through your training.
- The “Business Partner” refers to any business in which the Graduate is engaged as an intern.
- The “Training Course” refers to the programme comprising online video training tutorials (covering working in the digital marketing industry, online digital marketing skills and how to create a winning application).
- The “Employer” refers to businesses who may wish to employ you after the Training Course has finished.
- “DigitalGrads/we/us/our” refers to us, DigitalGrads trading as LHS Digital Ltd, a company registered in England and Wales under number 8829606, whose registered office is at 20-22 Wenlock Road, London, England, N1 7GU.

2. Costs

There are no costs payable by the Graduate for the Training Course or for any subsequent placement in an internship, employment, contractor or any other role.

3. Training course application

Training Course bookings are made once the Graduate has completed the [Graduate Application Form](#), had a telephone interview with a DigitalGrads representative to collect information about your interests, skills and experience and establish your eligibility, and these Terms and Conditions have been accepted by you online by ticking a box on our website indicating that you have read the terms and agree to comply with them.

4. Cancellations

Should your circumstances mean that you have to cancel your Training Course please email DigitalGrads on hello@digitalgrads.com

5. Conduct, Intellectual Property and Confidentiality

The Graduate agrees to provide true, accurate, complete and up-to-date information to us throughout the application process and thereafter. Where any of the information submitted contains details which may be used to identify a third party (including, but not limited to, referees), you must obtain the permission of that party to supply their details



prior to submitting the information.

Graduates are expected to behave in a professional, polite and courteous manner at all times during the Training Course and in any subsequent internship and refrain from doing anything disruptive or detrimental to us or our Business Partners, their activities or reputation. If any problems or queries arise during the Training Course or any subsequent internship, they should be raised with your Mentor directly.

Graduates will be given access to our community of digital marketing graduates and professionals and are expected to interact in a respect and lawful manner in these community forums.

As part of the Training Course, Graduates will also be provided with access to our bank of digital marketing campaign templates. All copyright and other intellectual property rights in all material created by us and/or provided by us to you ("Project Materials") shall at all times remain our property (or that of our licensors, as appropriate). We grant you a limited, non-exclusive, non-transferable licence to use the Project Materials for the purpose for which they were provided. You are not permitted to make any commercial profit from the Project Materials or to otherwise reproduce, copy, distribute Project Materials unless clearly given express permission to do so.

You agree to assign the rights in any concepts, content and materials created during any internship to the Business Partner and you agree to waive any moral rights you may have in these materials.

Unless authorised or required by law, you agree to keep confidential any and all information concerning us and our Business Partners and our/their business (including but not limited to products, services, concepts, ideas, pricing, projections, forecasts or other information which is given to you in the course of the Training Course and any subsequent internship.

6. Unforeseen circumstances

On very rare occasions, unforeseen circumstances may require us to cancel a Training Course. In such circumstances you will be given as much notice as possible and a free transfer to another Training Course.

7. Graduate eligibility

- Graduates must be recent University graduates having passed and graduated in the last 3 years. By booking a Training Course, the Graduate confirms that they meet this criteria.
- It is recommended that Graduates commit to the entire Training Course in order to benefit fully from it and we suggest committing a minimum of 5 hours per week.
- It is the Graduate's responsibility to ensure that they are free from any condition which would affect their capability to undertake the Training Course and any



subsequent internship, and that they have the aptitude to cope with an intensive course of study.

- We reserve the right to refuse admission to the Training Course at any point during the process if we feel that the Graduate is not suitable.

8. Graduate guidelines and responsibilities

All training is carried out remotely and can be completed flexibly in your own time. It is the Graduate's responsibility to use their best efforts to make themselves available at agreed times for catch-up calls with their Mentor.

All Graduates need to have a computer with consistent internet connection and a web cam. Graduates are required to download software for video calls. We recommend Skype.

9. Liability

If we are in breach of these terms, we will only be responsible for any losses to the extent that they are a foreseeable consequence to both of us. Our liability shall not in any event include business losses such as lost data, lost profits, loss of business opportunity, goodwill or reputation, or business interruption.

To the fullest extent permissible by law, we accept no liability for any loss or damage, whether foreseeable or otherwise, arising out of or in connection with the use of or reliance upon any content or materials included as part of the Training Course, any acts or omissions of any Business Partner, any material submitted by you to us, or your failure to secure an internship or employment with a Business Partner or Employer after the Training Course. Insofar as is permitted by law, we make no representation, warranty, or guarantee that the Training Course will meet your requirements, that it will be compatible with all software and hardware, or that it will be secure.

Nothing in these terms seeks to exclude or limit our liability for failing to perform the services we provide to you with reasonable care and skill or in accordance with information provided by us about our Services or about us.

10. Training Termination

- The Training Course runs for approximately 2-4 weeks from its published start date, as notified to you in advance of booking.
- Should the Graduate need to terminate the Training Course for any reason they are encouraged to discuss this with their Mentor.

11. Post-training internships, working and employment

- Upon successful completion of the Training Course, your profile will be made live in the Hiring Hub where an Employer or Business Partner may wish to engage you as an intern, contractor or employee, or to invite you to take part in their recruitment process.
- Internships:



- For Graduates who do not have the requisite work experience to fill an Employer's full-time, part-time or contractor role, one of our Business Partners may take you on as an intern for a defined period of months (between 1 and 6). We shall provide temporary work finding and representation services as an employment business in accordance with the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Businesses Regulations 2003 and shall represent you in all matters relating to the finding of assignments and all negotiations and agreements relevant thereto. We shall provide these services with reasonable skill and care, commensurate with best practice in the employment business sector and in accordance with any and all codes of practice and statutory requirements including but not limited to the Agency Workers Regulations 2010. We shall use our best and reasonable endeavours to find and secure suitable internships but we cannot guarantee to find a suitable assignment and are under no obligation to do so.
- Where specific experience, qualifications and authorisations are required by the Business Partner, by law or by any professional body, you shall provide up-to-date evidence of the same to us prior to the start of any internship to which they apply. You shall also grant permission to us to supply any such evidence to the Business Partner.
- As an intern, DigitalGrads is your employer and pays you your salary and lawful benefits in line with National Living Wage whilst you are gaining work experience with the Business Partner, and in accordance with the internship agreement provided to you in writing. You will be provided with our Standard Short-Term Employment contract which you are required to sign before the Internship can start.
- DigitalGrads assigns you with a Mentor for the period of the internship to whom you report to weekly and who helps you succeed in your internship.
- Direct recruitment:
 - Upon successful completion of the Training Course, an Employer may wish to offer you a role that is full-time, part-time, or a contract role. You will be required to provide details which shall include, but not be limited to, those regarding your contact information, qualifications, training, experience, employment history and references.
 - When applying for a vacancy, you must ensure that you have read the complete details and requirements of the vacancy, meet those requirements, possess any requisite qualifications required by the vacancy, and have obtained or applied for any relevant permits or authorisations.
 - The recruitment decision, role details, salary and anything else pertaining to your engagement by the Employer under the direct recruitment programme is the sole responsibility of the Employer. Whilst we require our Employer contacts to ensure that all information provided is complete, accurate and up-to-date, we do not provide any warranty or guarantee of any kind that the vacancy advertisements and other information made available to you are



complete, accurate and up-to-date, or that you will be informed of available vacancies.

- All employers are required to meet certain laws and regulations governing the terms on which employment is made (including in relation to minimum wage and employment benefits). If you have any concerns regarding any offer of employment made to you by an Employer, you should seek independent legal advice.
- You acknowledge that our Employer contacts are under no obligation to employ or otherwise recruit or engage a Graduate at the end of the Training Course. Equally, you are under no obligation to accept any engagement offer made to you by a Business Partner or an Employer.
- You shall indemnify us against any costs, liability, damages, loss, claims or proceedings which may arise out of your use of our services; submission of any information set out in these Terms or any other information; any applications we may submit to any Business Partner or Employer; or any breach of any part of these Terms.

12. Your personal details and data

All information that we hold about you will be collected, held and processed by DigitalGrads strictly in accordance with the provisions of the current data protection legislation, including the General Data Protection Regulation 2016 and the Data Protection Act 2018, as well as our Data Privacy Policy found at <https://www.digitalgrads.com/privacy-policy/>.

We will process your personal data only where there is a lawful basis to do so, such as when it is necessary for us to provide services or where we have consent or legitimate interest.

We will use your personal data to administer our relationship with you as a Graduate on the Training Course, including sharing your personal information with our Business Partners and other potential Employers for the purpose of the relevant vacancy only.

We will not, without your consent, supply your name and personal details to any other third parties except where (1) such transfer is a necessary part of the activities that we undertake, or (2) we are required to do so due to a legal obligation.

We will never send you marketing communications, including emails, of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link.

As an individual, you have various rights, such as to obtain information from us, including a description of the data that we hold about you and a copy of such data. Should you have any queries concerning this right or any other rights, please contact us at hello@digitalgrads.com.



For further information on how we process your personal data please see our Data Privacy Policy found at <https://www.digitalgrads.com/privacy-policy/>.

13. General

- Any typographical, clerical or other error or omission in any sales literature, administrative documentation, course materials, or other document or information issued by DigitalGrads or its Business Partners shall be subject to correction without any liability on the part of DigitalGrads.
- These terms form the entire agreement between us in relation to their subject matter, unless and to the extent that other terms have been expressly incorporated herein. The provisions of these Terms and Conditions will take precedence in the event of any inconsistency with any other terms.
- No variation to these Terms and Conditions shall be effective unless made in writing and signed by both parties (or their authorised representatives).
- DigitalGrads may assign or sub-contract the whole or any part of the Training Course and/or our obligations and rights under these terms to any person, firm or company but you may not do this.
- No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right.
- If any provision of these terms are held by any court to be invalid or unenforceable in whole or in part, it shall be deemed severed from these terms and the remainder of the terms shall continue to be valid.
- Unless expressly stated, nothing in these terms shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between us.
- These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.