

# Terms and Conditions for Training Courses

Important notice: Please read carefully before buying training courses or accessing or downloading any training materials from this website.

This is a legal agreement between you (Licensee or you) and [Analytics in Action Ltd, 6 Catherine Drive, Sutton Coldfield, West Midlands, B73 6AX, UK] (Licensor or we) for your purchase of Analytics in Action training courses and training materials ("Training Courses" and "Training Materials" respectively), which includes printed materials and online documentation (Documentation).

By clicking on the "purchase" button on the checkout page, you agree to these terms which will bind you and (if you are an employer) your employees. If you do not agree to these terms, we shall not sell Training Materials or Documentation to you and you must discontinue the purchasing process now.

## 1. THE PRODUCT – A DESCRIPTION

We describe our products as eLearning [Online training]: Delegate can purchase a training activity online, access and complete the course online.

Please note that we reserve the right to change the course content of any Training Course at any time and without notice.

## 2. THE SALE

The purchase of Training Courses and Training Materials are subject to the following:

- the prices set out for the relevant product on our website; and
- the purchase of the Training Courses and Training Materials includes the granting of a non exclusive, non-transferable licence to use the Training Materials and the Documentation on the terms of such licence, which are set out in the following clause.

Method of Delivery for Training Courses: once your registration for a Training Course has been successfully processed, you will receive an email confirming your registration for our online course.

## 3. THE LICENCE

You may:

- If you are an e-learning customer download and use the Documents for the purposes of completing the associated course on line only either (as agreed between the parties):
- on one CPU if the Licence is a single-user licence or the Software is for single use; or
- if the Licence is a multi-user or network licence, by the number of concurrent users agreed between you and us.

#### 4. LICENSEE'S UNDERTAKINGS

Except as expressly set out in this Licence you undertake (and you undertake to procure that your employees or any other delegate attending a Training Course on your behalf or on your account so undertakes):

- not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
- not to alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- to supervise and control use of the Training Materials and Documents and ensure that they are used by your employees and representatives in accordance with the terms of this Licence;
- to include the copyright notice of Analytics in Action Ltd on all entire and partial copies you may make of the Training Materials or Documents on any medium;
- not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from the Licensor.

#### 5. TRANSFERS AND CANCELLATION OF TRAINING COURSES

Refund Policy: No refunds shall be given for the cancellation of Elearning courses no matter when cancellation is notified to us.

If we cancel a Training Course, or change course content: - we reserve the right to cancel a Training Course at any time, without incurring any additional liability to the Licensor or any delegate. In such circumstances, we will offer alternative courses, a full refund or a credit note.

#### 6. CONFIDENTIALITY

6.1 With regard to any materials that the Licensee may produce to the Licensor during a Training Course pursuant to the curriculum of that Training Course (the "Projects"), The Licensor shall:

1. keep confidential all know-how, including commercial and financial information, that is of a confidential nature, disclosed by the Licensee to the Licensor in a Project;
2. not publish Projects without the express prior written consent of the Licensee; and
3. disclose know-how, and any other confidential information in Projects, only to those persons necessary for the purposes of the relevant Training Course and only to the extent necessary for the proper performance of their duties.

6.2 The Licensor shall procure that the obligations in clause 6.1 are observed by its employees, officers and agents.

6.3 The Licensor shall notify the Licensee immediately if it becomes aware of any disclosure in breach of the obligations in this clause 6. At the request of the Licensee, the Licensor will take

all such steps as are necessary to prevent further disclosure.

6.4 The provisions of this clause 6 shall not apply to:

1. any Project that is required to be disclosed to any third party pursuant to the curriculum of the Training Course in which it was produced and the Licensee was aware of this requirement at the time of presenting the Project to the Licensor;
2. any information which is in the public domain at the date of the presentation of the Project to the Licensor, or which subsequently comes into the public domain other than by breach of this clause 6; or
3. any information already in the possession of the Licensor at the date of presentation of the Project, other than under an obligation of confidentiality; or
4. any information obtained without any obligation of confidence from a third party that is not in breach of this Clause 6.

6.5 The provisions of this clause 6 shall be deemed effective from the date first presentation of a Project was made to the Licensor and shall remain in full force and effect for 10 years from that date.

## 7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this Licence.

## 8. LICENSOR'S LIABILITY

Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

The Licensor shall not be liable under, or in connection with, this Licence or any collateral contract for:

- loss of income;
- loss of business profits or contracts;
- business interruption;
- loss of the use of money or anticipated savings;
- loss of information;
- loss of opportunity, goodwill or reputation;
- loss of, damage to or corruption of data; or
- any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- except for matters caused by the Licensor's negligence or wilful default (or that of its employees and agents), the Licensor shall not be liable to you for any loss, harm or damage

caused to any candidate, candidate's property or your premises for any courses conducted by the Licensor on your premises. You agree to indemnify and hold harmless the Licensor against all cost or losses suffered or incurred by the Licensor due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against the Licensor arising out of or relating to a third party's any alleged harm, loss or damage caused to a candidate's person, property, or to your premises on which the course relevant to such candidate takes place, due to any cause other than the Licensor's negligence or wilful default (or that of its employees and agents).

Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to £500.

The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

These terms set out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Training Courses, Training Materials and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence.

## 9. TERMS OF PAYMENT

Payment can only be made using an authorised credit card at the time of the transaction on our website. Receipts for payment are provided in electronic format.

We take reasonable measures to ensure that our website is a secure site. Please see the terms and conditions of use of our website concerning access to it and use of the facilities on it. We take all necessary steps to ensure that any information provided by you for the purposes of payment will be kept secure.

If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct fee for the courses that you are buying, we reserve the right to adjust the fee (upwards or downwards) so that it is the correct fee for your circumstances.

## 10. TERMINATION

The Licensor may terminate this Licence immediately by written notice to you if

- you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- a petition for a bankruptcy order to be made against you has been presented to the court; or
- the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or

arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

Upon termination for any reason:

- all rights granted to you under this Licence shall cease;
- you must cease all activities authorised by this Licence;
- you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- you must immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

## 11. TRANSFER OF RIGHTS AND OBLIGATIONS

This Licence is binding on you and us, and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

## 12. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## 13. WAIVER

If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

#### 14. GENERAL

Any notice required or permitted to be given by either party to the other under these terms shall be in writing.

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

[The terms are governed by the laws of England and the parties submit to exclusive jurisdiction of the courts of England.]

#### 15. DISTANCE SELLING REGULATIONS

The provisions of Regulation 13(1) of The Consumer Protection (Distance Selling) Regulations 2000 (“the Regulations”) shall apply where the purchase to which these Conditions apply is made by a Buyer who is a consumer (being someone purchasing Publications outside the course of a business) who will therefore not be able to cancel this Contract under Regulation 10 of the Regulations once the Buyer has with the consent of the Seller commenced performing the Contract by starting to download a Publication.

#### 16. ENTIRE AGREEMENT

These terms and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of Training Courses, Training Materials and Documentation and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party’s only remedy shall be for breach of contract as provided in these terms and conditions.

#### 17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time.

March 2019