

Online Training Services Terms and Conditions

Introduction

1. We are the provider of the online training services described in your Order Form (the "**Course**"). You may order the Course from us either online or by contacting our sales team by phone or email.
2. These Terms and Conditions, together with any terms and conditions stated in the order form ("**Order Form**") (if you make a Sales Booking (as defined below)) or in the online booking process (if you make an Online Booking (as defined below)), and our Website Terms and Conditions and our Privacy Policy, form the agreement between Centaur Communications Ltd, a company registered in England and Wales under company number 1595235 with its registered office at Wells Point, 79 Wells Street, London W1T 3QN and VAT number GB 429 6395 15 ("**Centaur**", "**we**", "**us**" and/or "**our**") and You.
3. The following definitions apply to these Terms and Conditions:
 - 3.1 "**You**" and/or "**Your**" means you, the business user (being either an individual acting in the course or in relation to Your business, trade or profession or a corporate entity) who has placed an Order either Yourself, or in the case of a corporate entity via an individual who is authorised to place an Order on Your behalf, and each of Your Authorised Users.
 - 3.2 "**Authorised Users**" means those employees in Your organisation who are entitled to access the Course (if any) as specified in the Order Form and subject to any limitations set out therein.
4. In the event of any inconsistency between these Terms and Conditions and the Order Form or any other terms that may apply to your Order, these Terms and Conditions shall take precedence.

Booking

5. You may place an order for the Course ("**Order**") on behalf of Yourself as the only participant of the Course using either the

online booking process ("**Online Booking**") or by calling or emailing our sales team ("**Sales Booking**"). If You wish to book the Course on behalf of additional participants, You will be unable to use the Online Booking and must use the Sales Booking.

6. If you make an Online Booking:
 - 6.1 You must submit the requested details in accordance with the instructions set out on our Website. All information provided by You must be accurate. Submitting Your order for the Course constitutes an offer by You to purchase the Course.
 - 6.2 Once we receive Your Order, we will confirm receipt of Your Order, however, Your offer shall not be deemed accepted by us until You have received an Order confirmation from us by email at which time these Term and Conditions shall be binding between the parties.
7. If you make a Sales Booking:
 - 7.1 the sales team will discuss Your requirements with you and then email you an Order Form setting out the proposed terms of Your Order. The Order Form that we send to you constitutes an offer by us to provide the Course.
 - 7.2 You can accept the offer, at which point these Terms and Conditions will become binding between the parties), by either: (i) signing the Order Form and emailing a scan of the signed form back to us; or (ii) confirming by email that you accept the terms of the Order Form and attaching the Order Form to such email.

Fee

8. If you make an Online Booking, the charges for the Course (the "**Fee**") will be set out on our Website and include any applicable VAT at the applicable current

rate chargeable in the UK for the time being.

9. If you make a Sales Booking, the Fee will be set out in Your Order Form and is exclusive of VAT or any other applicable sales tax, and such taxes shall be payable by you at the applicable current rate chargeable in the UK at the time that we invoice you.
10. In addition to the Fee, you are responsible for paying any internet connection or other telecommunication charges payable for accessing the Course.

Payment

11. You shall pay the Fee by credit or debit card, direct debit or by invoice, as applicable to Your Order (the "**Payment Methods**"). If Your Payment Method is a credit or debit card, you authorise us to take payments from the credit or debit card chosen by you on a one-off basis or recurring monthly or annual basis the duration of Your Course (as applicable) for.
12. If Your Payment Method is invoice, we shall be entitled to issue an invoice to you for the Fee on a one-off or monthly or annual basis (as applicable) and you shall pay each invoice submitted by us within 30 days of the date of the invoice and in full and cleared funds to the bank account nominated by us on the invoice.
13. If you have any queries or complaints in respect of an invoice, such queries or complaints must be notified to our Finance Department in writing within 14 days of the date of such invoice.
14. Without limiting any of our other rights, if You fail to make a payment due to us by the due date for payment, we shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the then current Bank of England base rate accruing on a daily basis from the due date for payment until the date of actual payment.

Access

15. This Course is offered to you via the website specified on the Order Form (the "**Website**").
16. You shall be solely responsible for ensuring that You (and where applicable Your Authorised Users) have the necessary technology to access the Website and the Course such as a computer, internet access, and any other technical equipment

as these are not provided by us as part of the Course.

17. When signing up for the Course, we will issue You (and where applicable Your Authorised Users) with log-in details to access the online portal to view the content that forms part of the Course ("**Course Materials**"). You shall not, and where applicable shall ensure that Your Authorised Users shall not, share Your/their user name(s) and password(s) with anybody. You shall inform us when an Authorised User should no longer have access to the Course (for example, because they have left your organisation). We may monitor usage to detect password sharing.

Trainers and Course

18. You acknowledge that the persons delivering the Course ("**Trainers**") are not necessarily employees of Centaur and that we may, at our sole discretion, procure the services of third parties to provide any part of or all of the Course.
19. The Trainers do not represent Centaur and the views and opinions of the Trainers are not necessarily the views and opinions of Centaur and Centaur disclaims all and accepts no liability for any acts or omissions of the Trainers, or the statements they make or information that they provide.
20. We will use reasonable endeavours to ensure that any individually named Trainer(s) shall provide the relevant Course to You, but where this is not possible, we reserve the right to procure the services of suitable alternative Trainer(s), provided that we shall give You notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give You the right to terminate.
21. We will use reasonable endeavours to ensure that the Course shall take place on the relevant date(s) and time(s) on the Website, as applicable, as agreed, but where this is not possible, we reserve the right to alter the date(s), and/or time(s), and/or medium of delivery provided that we shall give Your notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not

constitute a breach of contract and shall not give You the right to terminate.

Course Materials

- 22. We, as the provider of the Course Materials, are the owners or licence holders of the IPR, as defined in Clause 28 below, and nothing in these Terms and Conditions shall be construed so as to transfer any IPRs in the Course Materials to you.
- 23. We hereby grant to You and, if you are an organisation, Your Authorised Users, a limited, non-exclusive, non-transferable, worldwide licence to download, store, reproduce, transmit and display the Course Materials provided that they are used only for Your own business purposes within Your organisation.
- 24. You shall not alter or remove any copyright notices or other notices indicating rights in the Course Materials.
- 25. For the avoidance of doubt, the licence granted in Clause 23 shall not permit You or Your Authorised Users do any of the following without our prior written consent:
 - 25.1 sub-license, rent, lease, transfer or assign any IPRs in the Course Materials, to any other person, or attempt to do any of the foregoing;
 - 25.2 disclose the Course Materials whether in part or in their entirety to any third party, including any associated or affiliated company or, if applicable, to anyone within Your organisation who is not an Authorised User; or
 - 25.3 in any way commercially exploit any of the Course Materials.
- 26. Further, You agree that You and Your Authorised Users shall not:
 - 26.1 use the Course Materials to develop or provide, directly or indirectly, any product or service that competes with our business or any of our Affiliates' businesses;
 - 26.2 use the Course Materials for any unlawful purpose or in any way which might infringe third party rights, including third party IPRs;
 - 26.3 to the extent the Course Materials contain personal data, share such personal data with any third party or use it

other than for purposes for which it is expressly provided; or

26.4 modify, decompile or reverse engineer any software supplied as part of the Course Materials.

- 28. For the purposes of these Terms and Conditions, IPRs shall mean any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, music and sounds, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, registered or unregistered including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Changes, Cancellation and Postponement

- 29. You shall only be entitled to cancel Your booking by emailing us at the email address specified on our Website in which case the following cancellation charges (the "**Cancellation Charges**") shall apply. Any notice of cancellation will be effective when received by us.

Cancellation effective	Cancellation Charge
More than 30 days prior to the first day of the Course	None
15-29 days prior to the first day of the Course	50% of the Fee
14 days or less prior to the first day of the Course	100% of the Fee

- 30. We will invoice You for the appropriate Cancellation Charge which will be payable within 30 days of the Invoice date. The amount headed Cancellation Charge will be payable as liquidated damages, which

You accept as representing a fair estimate of the loss suffered by us and is in lieu of any other claims that we may have for the cancellation. We will credit You with any amounts already paid by You and retained by us.

31. If you would like a substitute from your organisation to attend the Course in your place, please contact us at the email address specified on our Website at least 24 hours prior to the first day of the Course to discuss this.
32. We will use reasonable endeavours to ensure that the Course Materials are available to You during the dates outlined in the Order Form (“**Course Term**”).
33. In the event that the Course Materials are not available to You for a period of 60 (sixty) consecutive days during the Course Term due to a fault by us, or if we cancel the Course for any reason, we will issue you a refund of the Fee. You acknowledge that such refund shall constitute Your sole remedy, and our only liability to You, in such circumstances.

Termination

34. We may cancel Your Course access at any time by giving you at least 90 days' notice in writing. If we exercise this right, we shall refund you, on a pro rata basis, the charges paid by you that are for the portion of Your Course access remaining after termination of Your Course access occurs.
35. We may, at our option, suspend or terminate Your access to the Course at any time with immediate effect by giving writing notice to you if:
 - 35.1 you fail to pay any amount due under these Terms and Conditions on the due date for payment;
 - 35.2 you otherwise breach these Terms and Conditions; or
 - 35.3 we reasonably believe that Your use of the Course Materials is infringing or is likely to infringe any third party rights.
36. We may, at our option, suspend or terminate Your access to the Course at any time with immediate effect if You become subject to any of the following events, or we reasonably believe that You are about to become subject to any of them:

36.1 you, other than for the purpose of a bona fide reconstruction or amalgamation pass a resolution for Your winding up, or a court of competent jurisdiction makes an order for you to be wound up or dissolved;

36.2 an administrator is appointed or an administrative order is made in relation to you or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking assets, rights or revenue;

36.3 you enter into an arrangement, compromise or composition in satisfaction of Your debts with Your creditors or any class of them, or take steps to obtain a moratorium, or make an application to a court of competent jurisdiction for protection from Your creditors;

36.4 you are unable to pay Your debts, or you are capable of being deemed unable to pay Your debts, within the meaning of section 123 of the Insolvency Act 1986; or

36.5 you enter into any arrangement, compromise or composition in satisfaction of Your debts with Your creditors.

37. On expiry or termination of Your Course access for any reason

37.1 You shall immediately pay to us all outstanding unpaid charges;

37.2 Your, and where applicable, Your Authorised Users' access to digital Content will be revoked; and

37.3 the licence granted in clause 22 will cease.

Liability

38. Nothing in these Terms and Conditions shall exclude or restrict our liability to You for death or personal injury resulting from our negligence, the negligence of our employees in the course of their employment, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.

39. Under no circumstances shall we be liable to You for any indirect or consequential costs or losses suffered by You, whether in contract, tort or otherwise. Indirect costs and losses shall include (but not be limited to) any loss of anticipated profits, savings, business or opportunity and loss of publicity.
40. Subject to Clause 38, our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of our obligations under these Terms and Conditions shall be limited to a sum equal to the amount of the Fee.
41. You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by You of these Terms and Conditions.
42. You and the organisation specified on the Order Form (if any) shall be jointly and severally liable for performance of Your obligations in accordance with these Terms and Conditions, and You hereby warrant and represent that You have all necessary authority, consents and approvals to bind such organisation (if any) to the extent set out herein.

Anti-Bribery

43. We shall comply with our anti-bribery and anti-corruption policies (available to You on request) as updated from time to time.

Use of Information

44. Your use of our Website is governed by our Website Terms and Conditions at www.centaurlmedia.com/terms-and-conditions and we will use any personal information you provide to us in connection with the Course in accordance with our Privacy Policy at www.centaurlmedia.com/privacy.
45. By booking the Course with us, you agree that we may share the information provided by You to us, including via Your Order Form, with our employees, officers, representatives and/or sub-contractors in connection with the administration of the Course.
46. We shall retain Your information for 18 months from the date of the Course.

47. In addition, where we have obtained Your consent for this, Your information may be passed to selected third parties (including Course partners, sponsors and suppliers) who may contact You from time to time with details of other events and services which they believe may be of interest to You. If you do not consent to our use of Your information in this way, please write to Customer Data at Centaur Media plc, Wells Point, 79 Wells Street, London, W1T 3QN or email us at: customerdata@centaurmedia.com

Miscellaneous

48. These Terms and Conditions, together with any other applicable terms under Clause 2, constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
49. Both parties agree that they shall not have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the these Terms and Conditions, and further that they shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.
50. We may transfer our rights and obligations under these Terms and Conditions to another organisation, provided that this will not affect Your rights or our obligations to You. You may not transfer, assign, sub-licence, sub-contract, divest or otherwise deal with Your rights or obligations under these Terms and Conditions without our prior written consent.
51. No third party shall have any rights, including under the Contracts (Rights of Third Parties) Act 1999, to enforce the same.
52. No failure or delay by us in exercising any right or remedy provided under this these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict our further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict our further exercise of that or any other right or remedy.

53. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
54. The rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
55. These Terms and Conditions, their subject matter and their formation, are governed by English law.
56. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with these Terms and Conditions (including any non-contractual terms). However, if You are a consumer and are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are resident of Scotland, You may also bring proceedings in Scotland.