

Online Training Terms and Conditions

These Terms and Conditions (also known as the “**Terms**”) together with any terms and conditions stated in the Order Form or in the online booking process (as applicable) and our Website Terms and Conditions set out the terms of your order for the Course.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to these Terms and Conditions:

"**Affiliates**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"**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;

"**Control**" means, in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and **Controls** and **Controlled** shall be construed accordingly;

"**Course**" means the online training that is provided by us or one or more of our Affiliates, as described in your Order Form or in the online booking process;

"**Course Materials**" means the content that forms part of the Course;

"**Data Protection Regulations**" mean all applicable data protection, privacy and electronic marketing legislation including Directive 2002/58/EC, Regulation (EU) 2016/679 (“**GDPR**”) and any legislation and/or binding regulations amending, replacing, supplementing, implementing them or made in pursuance of them including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended and any codes of practice relating to the same;

"**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action, government action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, disease or other natural disaster, or failure of public or private telecommunications networks;

"**Intellectual Property Rights**" means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, 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, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**personal data**" has the meaning given to it in the GDPR;

"**we**", "**us**", or "**our**" means the provider of the course, being the company specified on the Order Form or in the online booking process;

“**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.

- 1.2 The clause headings in these Terms are included for convenience only and shall not affect the interpretation of these Terms.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **these Terms** or to any other terms, agreements or documents referred to in these Terms is a reference to these Terms or such other agreement or document as varied (in accordance with clause **Error! Reference source not found.**) or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
- 1.9 References to clauses are to the clauses of these Terms.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ORDERS

- 2.1 You may order the Course from us either online or by contacting our sales team by phone or email.
- 2.2 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.
- 2.3 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 make an Online Booking and must make a Sales Booking.

- 2.4 If you make an Online Booking:
- 2.4.1 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.
- 2.4.2 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.
- 2.5 If you make a Sales Booking:
- 2.5.1 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 provide the Course.
- 2.5.2 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) where we make such option available to you, signing the Order Form electronically through Sertifi in accordance with the instructions provided; or (iii) confirming by email that you accept the terms of the Order Form and attaching the Order Form to such email.

3. FEES

- 3.1 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.
- 3.2 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.
- 3.3 In addition to the Fee, you are responsible for paying any internet connection or other telecommunication charges payable for accessing the Course.

4. PAYMENT

- 4.1 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 for the duration of Your Course (as applicable).
- 4.2 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 immediately upon receipt of such invoice and in full and cleared funds to the bank account nominated by us on the invoice.
- 4.3 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.

4.4 You shall pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required or permitted by law. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

5. ACCESS

5.1 This Course is offered to you via the website specified on the Order Form (the “**Website**”).

5.2 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.

5.3 We shall endeavour to provide constant, uninterrupted access to the Website and the Course, but we cannot and do not guarantee to do so. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice.

5.4 You agree that you shall, and (where applicable) shall procure that your Authorised Users shall, only access, use, reproduce, modify, license, download, print or otherwise make available the Course for your own business use within your company. Neither you nor your Authorised Users may provide the Course to any individuals outside your company, nor to any individuals within your company who are not Authorised Users, without our prior consent.

5.5 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 Course Materials. You acknowledge and agree that all log-in details are personal to the applicable Authorised User(s) and you shall ensure, as a principal obligation, that the Authorised User(s) shall treat such logins, passwords and other Authorised User identification as confidential and not disclose, share or transfer them to any person. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention. Without prejudice to any other right or remedy available to us, we have the right to disable any user name, password or other Authorised User identification at any time if, in our sole opinion, you or any Authorised User has failed to comply with this clause. We may monitor usage to detect non-compliance with this clause including unauthorised password sharing.

6. TRAINERS AND COURSE

6.1 You acknowledge that the persons delivering the Course (“**Trainers**”) are not necessarily employees of us and that we may, at our sole discretion, procure the services of third parties to provide any part of or all of the Course.

6.2 The Trainers do not represent us and the views and opinions of the Trainers are not necessarily the views and opinions of us and we disclaim all and accept no liability for any acts or omissions of the Trainers, or the statements they make or information that they provide.

6.3 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.

- 6.4 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 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.

7. COURSE MATERIALS

- 7.1 We, as the provider of the Course Materials, are the owners or licence holders of the Intellectual Property Rights in the Course Materials and you acknowledge and agree that nothing in these Terms and Conditions shall be construed so as to transfer any Intellectual Property Rights in the Course Materials to you.

- 7.2 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.

- 7.3 You shall not alter or remove any copyright notices or other notices indicating rights in the Course Materials.

- 7.4 For the avoidance of doubt, the licence granted in Clause 7.2 shall not permit You or Your Authorised Users do any of the following without our prior written consent:

7.4.1 sub-license, rent, lease, transfer or assign any Intellectual Property Rights in the Course Materials, to any other person, or attempt to do any of the foregoing;

7.4.2 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

7.4.3 in any way commercially exploit any of the Course Materials.

- 7.5 Further, You agree that You and Your Authorised Users shall:

7.5.1 not 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;

7.5.2 not use the Course Materials in any way which might infringe third party rights, including third party Intellectual Property Rights;

7.5.3 not, 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;

7.5.4 to the extent the Course Materials contain personal data, comply with any obligations you may have under Data Protection Regulations;

- 7.5.5 to the extent the Course Materials contain personal data, take appropriate technical and organisational measures to keep such personal data secure;
 - 7.5.6 not use the Course Materials in any way that is contrary to applicable law;
 - 7.5.7 not modify, decompile or reverse engineer any software supplied as part of the Course Materials.
- 7.6 You grant us a non-exclusive perpetual irrevocable worldwide licence to use Your name and trade marks in connection with the promotion and delivery of the Course.

8. CHANGES, CANCELLATION AND POSTPONEMENT

- 8.1 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 |

- 8.2 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.
- 8.3 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.
- 8.4 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**").
- 8.5 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 other than a Reason Outside Our Control, you may terminate your access to the Course immediately by giving written notice to us. If you exercise this right, our sole liability to you shall be to refund you, on a pro rata basis, the Fee paid by you that are for the portion of Your Course access remaining after the date on which the Course Materials ceased to be available.

9. TERMINATION

- 9.1 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.

- 9.2 We may, at our option, suspend or terminate Your access to the Course at any time with immediate effect by giving written notice to you if:
- 9.2.1 you fail to pay any amount due under these Terms and Conditions on the due date for payment;
 - 9.2.2 you otherwise breach these Terms and Conditions; or
 - 9.2.3 we reasonably believe that Your use of the Course Materials is infringing or is likely to infringe any third party rights.
- 9.3 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:
- 9.3.1 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;
 - 9.3.2 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;
 - 9.3.3 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;
 - 9.3.4 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
 - 9.3.5 you enter into any arrangement, compromise or composition in satisfaction of Your debts with Your creditors.
- 9.4 On expiry or termination of Your Course access for any reason:
- 9.4.1 You shall immediately pay to us all outstanding unpaid charges;
 - 9.4.2 Your, and where applicable, Your Authorised Users' access to the Course Materials will be revoked; and
 - 9.4.3 the licence granted in clause 7.2 will cease.

10. LIMITATION OF LIABILITY

- 10.1 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.

- 10.2 Subject to clause 10.1, we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions for:
- 10.2.1 any loss of profit, business, business opportunity, contracts, anticipated savings, goodwill, or revenue;
 - 10.2.2 any wasted expenditure;
 - 10.2.3 any inaccuracies in the Course or unavailability of the Course;
 - 10.2.4 any use by you of personal data displayed on our Website or within any Course Materials;
 - 10.2.5 any loss or corruption of data; or
 - 10.2.6 any indirect or consequential loss.
- 10.3 Subject to Clause 10.1, 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.
- 10.4 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

11. WARRANTY AND INDEMNITY

- 11.1 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.
- 11.2 You shall hold us, together with each of our Affiliates (each an "**Indemnified Party**") harmless and indemnify us and our employees and agents against:
- 11.2.1 any claims by third parties, including for libel, defamation and breach of Intellectual Property Rights or Data Protection Regulations, arising from any of Your actions or omissions in connection with your use of the Course; or
 - 11.2.2 any liability, costs, expenses or losses (including Losses) incurred or sustained by an Indemnified Party arising directly or indirectly from Your fraud, negligence or failure to perform or delay in the performance of any of your obligations under these Terms and Conditions, except where incurred or sustained by an Indemnified Party as a result of any damage or injury caused by that Indemnified Party or official contractors appointed by that Indemnified Party.

12. ANTI-BRIBERY

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

13. USE OF INFORMATION

- 13.1 Your use of our Website is governed by our Website Terms and Conditions at www.centaurlmedia.com/terms-and-conditions and You, the business user, will comply with (and ensure that all Authorised Users and any other person taking the Course pursuant to these Terms and Conditions is made aware of and complies with) these Terms and Conditions, our Website Terms and Conditions and any other terms and conditions applicable to the Course (as notified to You by us from time to time).
- 13.2 We will use any personal data you provide to us in connection with the Course in accordance with our Privacy Policy at www.centaurlmedia.com/privacy. You, the business user, will make available to all Authorised Users or other data subject(s) whose personal data you may provide to us a copy of or link to our Privacy Policy.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We shall have no liability or responsibility to you for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.
- 14.2 If an Event of Outside Our Control occurs that affects the performance of our obligations under this Agreement, we shall attempt to contact you as soon as reasonably possible to notify you of this and, where it is reasonably possible to do so (in our sole discretion and without any liability to you), we shall use reasonable endeavours to provide the Services by alternative means, such as in a different digital format.

15. MISCELLANEOUS

- 15.1 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.
- 15.2 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.
- 15.3 We may at anytime assign, mortgage, charge, subcontract, delegate or declare a trust over any or all of our rights and obligations under these Terms and Conditions to or for the benefit of any person. 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.
- 15.4 These Terms are made between you and us, but are also made for the benefit of our Affiliates. It is intended that all our Affiliates may enforce the benefits conferred on it under these Terms in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999. Apart from our Affiliates, no other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.5 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.

- 15.6 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.
- 15.7 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.
- 15.8 These Terms and Conditions, their subject matter and their formation, are governed by English law.
- 15.9 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.

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