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**IDIGITAL MARKETING LIMITED TRADING AS E-LEARNING PLUS**  
**TERMS OF SALE OF E-LEARNING**

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**BACKGROUND:**

- (A) These Terms of Sale set out the terms and conditions on which Paid Content, accessed via Subscriptions, is sold by Us to business clients and consumers through this website, <https://elearningplus.co.uk/> (“Our Site”).
- (B) Terms and information that are specific to accessing sessions of Paid Content presented by a Trainer from or via Our Site using the Zoom cloud-based web conferencing or our e-learning platform are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (C) Before You can purchase any Paid Content, You will first have to set up an Account. You will not be able to open an Account, purchase a Subscription or access Paid Content through Our Site unless, as part of the process of setting up an Account, You first accept and agree to comply with and be bound by these Terms of Sale and the attachment.
- (D) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (E) These Terms of Sale apply only to the sale of Paid Content; the terms governing use of Our Site are separate and are set out on Our Site under the heading “Website Terms of Use”.

**1. Definitions and Interpretation**

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>Background Items”</b>	means additional resources (background and other information or material) forming part of, or complementary to, the training, instruction, consultation, or information sessions to be provided to You, all of which resources are downloadable or viewable as text/graphics;
<b>“Contract”</b>	means a contract between Us and You for the purchase of a Subscription for You to access any Paid Content, as explained in Clause 7;
<b>“Data Protection Legislation”</b>	means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy;

**“Paid Content”**

means any

- (1) session of training, instruction, teaching, mentoring, consulting, information, or advice or guidance; or
- (2) consultation session concerning Your requirements for training, instruction, teaching, mentoring, consulting, information, or advice or guidance; or
- (3) any related materials or other information which We offer, comprising any content (including text, graphics, images, audio, video and other content)

sold by Us through Our Site and made available by Us on or via Our Site by means of either:

(a) two-way synchronous live stream audio and/or video technology, e.g. Zoom, GoToMeeting, Skype for Business (part of Teams), WebEx;

And/or

(b) asynchronous live stream video and/or audio or recorded non-downloadable video and/or audio of one or more items Either;

provided on Our video/audio streaming platform accessed from Our Site; or

hosted on another’s website, e.g. Youtube or Vimeo via a link that We provide to You; or

© downloadable or other viewable text, graphics or other non-video, non-audio items or information, including Background Items.

Paid Content will be more fully described in other information that We give or make available to You before You order. That information may include the name of any Trainer presenting any content on Our behalf but whether it does or does not do so, We may, if so We decide in Our discretion, at any time and without notice substitute any other Trainer(s) who is suitably qualified and experienced;

**“Trainer”**

means the trainer, instructor, teacher, coach, mentor, counsellor or other individual who interacts with You;

**“We/Us/Our”**

means iDigital Marketing Limited trading as e-Learning Plus, a company registered in England under 076863287, whose registered address is Ground Floor, 30 Victoria Avenue, Harrogate HG1 5PR; and

**“You”**

means the business client or consumer which sets up an Account and purchases and accesses and uses any Paid Content, and where You purchase any Paid Content so that You can allow access to it and use of it by any members of Your staff, it includes (subject to Sub-Clause 18.4) those members of staff as and where the context permits.

## **2. Information About Us**

Our Site, <https://elearningplus.co.uk/> is owned and operated by iDigital Marketing Limited trading as e-Learning Plus. You can find full details about our business in the definition of 'We/Us/Our' above.

## **3. Contacting Us**

3.1 If You wish to contact Us with general questions, You may contact Us by email [info@elearningplus.co.uk](mailto:info@elearningplus.co.uk) by using the contact form on Our website <https://elearningplus.co.uk/contact-us/> or by writing to us at Our registered address Warren Bruce Court, Warren Bruce Road, Trafford Park, Manchester M17 1LB.

3.2 For matters relating to Paid Content or Your Subscription or Account, please contact us by email [info@elearningplus.co.uk](mailto:info@elearningplus.co.uk) at or by writing to us at Our registered address Warren Bruce Court, Warren Bruce Road, Trafford Park, Manchester M17 1LB.

3.3 For matters relating to cancellations, please contact Us by email [info@elearningplus.co.uk](mailto:info@elearningplus.co.uk) at or by writing to us at Our registered address Warren Bruce Court, Warren Bruce Road, Trafford Park, Manchester M17 1LB.

3.4 To make a complaint, see Clause 15.

## **4. Access to and Use of Our Site**

4.1 Access to Our Site is free of charge.

4.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to You in any way if Our Site (or any part of it) is unavailable at any time and for any period.

## **5. Business Clients and Consumers**

5.1 These Terms of Sale and the attachment apply to business clients and consumers.

5.2 If you are a consumer, you must be at least 18 years of age to access Paid Content through our Site.

5.3 These Terms of Sale constitute the entire agreement between Us and You with respect to Your purchase of Subscriptions and Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

## **6. Paid Content, Pricing and Availability**

6.1 We may from time to time change Our prices. Changes in price will not affect any Paid Content that you have already purchased.

6.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.

6.3 In some cases, as described in the relevant content descriptions, We may also make

more significant changes to the Paid Content.

- 6.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

## **7. Orders – How Contracts Are Formed**

- 7.1 Our Site will guide You through the process of purchasing Paid Content.
- 7.2 If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Paid Content constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of Your order does not mean that We have accepted it. Our acceptance is indicated by Us sending You Confirmation by email. Only once We have confirmed your order, there will be a legally binding Contract between Us and You.
- 7.4 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You.
- 7.5 Any refunds due under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 7.6 Refunds under this Clause 7 will be made using the same payment method that You used when purchasing Your Paid Content.

## **8. Licence**

- 8.1 We will own (and retain) all intellectual property rights (at all times throughout the world) in all Paid Content but when You purchase access to Paid Content We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for the purposes of training Your staff, subject to the restrictions contained in Sub-Clause 8.2. The licence granted does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 8.2 The licence granted under Sub-Clause 8.1 is subject to the following usage restrictions:
- 8.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); and
- 8.2.2 You may not use any two-way livestream facility which is or is part of a Paid Content item or event to communicate or make accessible to any other person (other than any member of Your staff) accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a

query about or contribution to that item or event which is proper having regard to the content of that item or event.

## **9. Ending the Contract Because of Something We Have Done (or Will Do)**

- 9.1 You may end the Contract at any time if We have informed You of a forthcoming change to the Paid Content or these Terms of Sale that You do not agree to.
- 9.2 If We have suspended availability of the Paid Content for more than 30 days, or We have informed You that We are going to suspend availability for more than 30 days, You may end the Contract immediately.
- 9.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract immediately. See Sub-Clause 11.2.6 for more information. If You end the Contract for this reason, We will issue You with a refund.
- 9.4 If We inform You of an error in the price or description of the Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a refund.
- 9.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 9.6 If You wish to exercise Your right to cancel under this Clause 9, You may inform Us of Your cancellation in any way You wish.
- 9.7 If You would prefer to contact Us directly to cancel, please use the following details:
- 9.7.1 Telephone: 0161 669 4418;
  - 9.7.2 Email: [info@elearningplus.co.uk](mailto:info@elearningplus.co.uk);
  - 9.7.3 Post: Warren Bruce Court, Warren Bruce Road, Trafford Park, Manchester M17 1LB.
- in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.
- 9.8 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.
- 9.9 Refunds under this Clause 9 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.
- 9.10 Refunds under this Clause 9 will be made using the same payment method that You used when purchasing Paid Content.
- 9.11 If you are a consumer in the UK or European Union, you have a legal right to a 'cooling-off' period within which you can cancel the contract for any reason, including if you have changed your mind, and receive a refund. The period begins when we have sent you confirmation of your order (i.e. when the contract is formed in accordance with clause 7 above) and ends when you access (e.g. download or stream) any Paid Content, or 14 calendar days after the date of our order confirmation, whichever occurs first.

## **10. Our Liability**

- 10.1 Subject to Sub-Clause 10.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity or loss of anticipated savings, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.

- 10.2 Subject to Sub-Clause 10.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by You under the contract in question.
- 10.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or Sub-contractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.
- 10.4 Whilst every care has been taken to ensure the information on this Site and associated content is both accurate and up to date, e-Learning Plus does not accept any liability for loss or damage incurred by reliance placed on the information contained on this website or within the Paid Content or through omission or errors howsoever caused. Nothing on this Site and Paid Content constitutes professional advice and any user of the Site and associated content should consult a suitable qualified professional for advice relating to a specific enquiry or issue.

## **11. Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond Our reasonable control.
- 11.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 11.2.1 We will inform You as soon as is reasonably possible;
- 11.2.2 We will take all reasonable steps to minimise the delay;
- 11.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;
- 11.2.5 If the event outside of Our control continues for more than 60 days We will cancel the Contract and inform You of the cancellation.
- 11.2.6 If an event outside of Our control occurs and continues for more than 60 days and You wish to cancel the Contract as a result.

## **12. Communication and Contact Details**

If You wish to contact Us with general questions or complaints, matters relating to your Paid Content or cancellations, You may contact Us by email at [info@elearningplus.co.uk](mailto:info@elearningplus.co.uk) at or by writing to us at Our registered address Warren Bruce Court, Warren Bruce Road, Trafford Park, Manchester M17 1LB.

## **13. Complaints and Feedback**

We always welcome feedback from Our clients and, whilst We always use all reasonable

endeavours to ensure that Your experience as a client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

#### **14. How We Use Your Personal Information (Data Protection)**

- 14.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and Your rights thereunder.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our [Privacy Policy](#) and [Cookie Policy](#).

#### **15. Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 15.2 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 15.3 Without prejudice to the generality of Sub-Clause 15.2, where any member of Your staff accesses or uses any Paid Content purchased by You, no contractual relationship will arise between Us and that member of staff, You and that member of staff will not be deemed to be an agent of the other in connection with Your purchase, and We will have no responsibility or liability to that member of staff for any Paid Content that they access or use or that We provide or fail to provide.
- 15.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 15.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to Your purchase, We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them (also see Sub-Clause 9.1 above).

#### **19 Law and Jurisdiction**

- 19.1 These Terms of Sale, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

## Attachment

### 1. **Use of the Zoom web-conferencing platform, Microsoft Teams OR any other video streaming platform to access sessions with a Trainer (“the Services”) online**

We offer the Services online as an alternative that You can choose when You and/or the Trainer cannot attend a session in-person (at Our or Your premises) for any reason.

We use technology which allows Us to provide the Services provided that You have the appropriate technology (see below) to receive the Services. For this purpose, We use the Zoom cloud-based web conferencing platform (“Zoom”), Microsoft Teams (“Teams”) **OR** any other video streaming platform (“Other Video Platforms”).

Where We are to make any of the Services available for You by means of Zoom, Teams **OR** Other Video Platforms, it will be on the following basis.

### 2. **The technology that We will be responsible for providing**

We will subscribe to Zoom, Teams **OR** Other Video Platforms and will pay any necessary fees to Zoom, Teams **OR** Other Video Platforms to maintain that subscription. It will enable Us to act as “host” and to provide the Services to You over the internet via the Zoom, Teams **OR** Other Video Platforms facility.

To receive or participate in any of the Services via Zoom, Teams **OR** Other Video Platforms, You will need to join an online session which is within the scope of Your Subscription. You will not need to pay any fee or charge to use the Zoom, Teams **OR** Other Video Platforms facility or join that session: You will only need to pay for the Services made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Zoom, Teams **OR** Other Video Platforms App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use Zoom, Teams **OR** Other Video Platforms.

We do not supply or make available the Zoom, Teams **OR** Other Video Platforms that You use to access any Paid Content. We do not act as agent or otherwise on behalf of Zoom, Teams **OR** Other Video Platforms or any other third-party platform provider. We are not a party to Your download and use of that platform. We will have no responsibility or liability to You in any respect in relation to Zoom, Teams **OR** Other Video Platforms or any other third-party platform provider. It will be subject to and governed by such terms and conditions and privacy policy of Zoom, Teams **OR** Other Video Platforms or other third-party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background Items is not provided via the [Zoom, Teams **OR** Other Video Platforms but is instead downloadable directly from Our Site.

### 3. **The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Services via Zoom, Teams **OR** Other Video Platforms

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Zoom, Teams **OR** Other Video Platforms App where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Services;

- (c) Stable, reliable, internet access with adequate speed;
- (d) A location at Your premises (or other premises that You use) with a suitable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other non-participating person to distract You or the Trainer except for any person(s) present at Your request and by arrangement with the Trainer;
- (e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and
- (f) A camera and document sharing facility and a screen sharing facility that is part of or connected to the Device which is adequate for the purpose of You and the Trainer being able to share and/or remotely view any text, still images, videos or other items during and in connection with a session.

#### **4. Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Services. However, We may, if You request it, either before or during any session of the Services, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to Your Device, Your digital content or any other technology or other thing.

Without in any way limiting anything in Clause 11 of the Terms of Sale, for the purposes of Clause 11, causes beyond Our reasonable control may include any of the following:

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zoom, Teams **OR** Other Video Platforms used by Us or You to make the Services available to You; or
- (d) Lack of an appropriate functioning Device or any failure of or defect in a Device; or
- (e) Your inability to access the Services due to failure of or defects in Our Site etc.

#### **5. Your responsibility for Your Account and its security**

You must not share Your Account or Your Account details with anyone except You or a member of Your staff who has Your permission to do so and to receive and use those details on Your behalf. If You believe that Your Account is being used by anyone else, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure

that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question.

## **6. Your privacy and security on each occasion when the Services are accessed**

Note that any two-way live session (not a pre-recorded one-way transmission) that You purchase will be accessible only to You unless We specify and agree with You that it is to be made available on that occasion to any additional business client(s).

If We do specify and agree with You that a particular two-way live consultation session is accessible to You and to any other business client(s), the following will apply to such a session:

- (a) When You sign in to Zoom, Teams **OR** Other Video Platforms You should indicate Your business name only and the first name of each of Your staff participating since Your sign in name/s will be visible to Our other business clients taking part;
- (b) You understand and are aware that there is a risk that such other business clients may see and hear (via the video and/or audio facilities of the Zoom, Teams **OR** Other Video Platforms App and Your Device) not only You but also Your space and its surroundings and any documents or other materials in Your space and its surroundings, and other people in or near that space and its surroundings when You are participating in the session;
- (c) The space that You and Your staff use should be free of others who are not participating in the session and it should be difficult to see or hear via the Zoom, Teams **OR** Other Video Platforms App and Your Device any interactions between other people who are in or near that space and its surroundings. For example, You or those of Your staff participating in the session might decide to use a separate office or other private room used by those other people and/or You or Your staff might wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- (e) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving business clients in addition to You;
- (f) In any event, it will be Your responsibility to ensure that there is a suitable space for You and Your staff to use when participating in any two way session in order to protect the privacy of You and those staff and the privacy of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

## **7. Particular communication or other requirements**

You acknowledge and agree that when You purchase Paid Content and [at least 48 hours] before You participate in any session, You must tell Us of any special communication or other requirement, problem or circumstances of which You are aware which might be relevant to You or any of Your staff participating in that session. We will discuss with You any such matter that You tell Us about, and inform You if We are unable to accept Your order because of the particular requirement, problem or circumstances in question. If We do accept Your order, You will need to act in accordance with any instructions provided by Us relating to the matter.

## **9. Our Trainers**

Please note that:

- (a) Unless We have otherwise agreed with You, We will in Our discretion decide which Trainer to assign to each session and where your order comprises more than one session We may assign different Trainers to different sessions, but will endeavour to minimize the changes of Trainer from one session to the next in relation to each Subscription.
- (b) In any event, the Trainer who We assign to any session will be appropriately qualified and/or experienced for that session.
- (c) Details of qualifications and experience of the Trainers who We may or will assign to any session will be available to see on Our Site.

## **10. Your Brief**

Unless You choose to purchase only pre-existing standard sessions which We have available (i.e. content which We have previously created for clients generally), when We agree with You to plan, design and create session(s) specifically for You, We will work from Your initial outline statement of Your training requirements, and for that purpose We will ask You to give Us such a statement in advance of any online consultation session with You. Those requirements may be subsequently revised and developed by Us and/or You during the course of conducting any further (online or in person) consultation session(s) with You. In addition to changes which You or We choose to make, there may be changes that are necessary to comply with laws, standards, codes of conduct or other rule.

## **11. Our Services**

### *Supply and delivery of training programmes to You and Your staff*

We can provide new or existing sessions in relation to any aspect of training.

### *Consultations with You to identify training needs, design, plan and create training programmes*

We can cover with You in online consultations (through discussion, explanation, information or advice):

- Consideration of Your ideas and Brief (see “Your Brief” above)
- Review of any materials You have sent or shared
- Formulation of Our brief for a training programme
- Suggestion of next step/s
- Our Fee proposals for creation and/or provision of the services that You require

Reporting back to You: After Our consultation session/s, We can report back to You by producing a written report for You. It can include an outline of the training programme that We intend to design and create or a copy of the final or near final training materials.

Where You or We consider it necessary to involve any third party(ies) (other than Your or Our staff) in any consultation session with You to facilitate planning, design, creation or identifying what is required to meet Your particular needs, either You or We may propose who that person is to be and why they are needed or relevant to the creation of the training programme that You need for You or Your staff. We will agree with You in each case whether that person will be physically in attendance with You or Us in order to join in the consultation session, or whether instead they will participate in the consultation session from other premises as an additional party via the web-conferencing platform that We and You use. Unless otherwise agreed with You, there will be no additional charge to You for that person’s participation in the consultation session concerned.

## **12. Nature and result of any consultation/s with You about training needs or programmes**

We will use Our reasonable endeavours to provide appropriate advice, suggestions and

information, using reasonable care and skill, during (or as a follow up to) an online consultation session with You when We consider Your training needs, or We plan or design a training programme, or We consider or create any programme of training. However, the nature of any such online consultation session/s is such that We may be limited in how far or effectively We can by those means progress or provide such advice, suggestions, information, planning, design or creation. Each case will differ, depending on various factors.

We will tell You before, during or after any consultation if We will need to see You in person in order to be able to progress any matter. If Our view is that We need to see You in person for that purpose, We will discuss the situation with You and, unless You decline to see Us in person, We will endeavour to arrange an appointment to see You either at Our office or at Your premises. Any such meeting in person at Our office or Your premises, and any work carried out or services provided to You (other than provision under these Terms of Sale of any Paid Content) will be subject to Our standard terms and conditions applicable to in person appointments and to other work and services.

We make no warranty or representation and give no undertaking that:

- (a) any, or any particular, result will be brought about as a result of You consulting online with Us; or
- (b) We will carry out any work or provide any services for You other than providing those consultations or providing the Paid Content that We agree with You is included in Your Subscription, save as We may expressly agree under a separate agreement.

**13. Nature and result of a session of training provided to You or Your staff**

We will use Our reasonable endeavours to provide You with all agreed training using reasonable care and skill. However, the nature of an online training session is such that there may be intrinsic limitations due to the online nature of it. Consequently, although dependent on various factors, the effectiveness or result of any one or more sessions will differ in each case.

We will tell You before, during or after providing any session whether, in addition to that or any other online sessions, We will need to see in person either You or any of Your personnel in order to be able to provide the training in order to fulfil the training needs that You have explained to Us or a training programme agreed between You and Us. If Our view is that We need to see You or any of Your personnel for that purpose, We will discuss the situation with You and, unless You decline Our offer for Us to see You or Your personnel in person, We will endeavour to arrange an appointment to see You or Your personnel either at Our office or at Your premises. Any such meeting in person at Our office or Your premises, and any work carried out or services provided to You (other than provision under these Terms of Sale of any Paid Content) will be subject to Our standard terms and conditions applicable to in person appointments and to other work and services.

We make no warranty or representation that, and give no undertaking that:

- (a) any, or any particular, result will be brought about as a result of You or Your staff taking part in any training session(s) or receiving or using any other Paid Content; or
- (b) We will carry out any work or provide any services for You other than or additional to providing Paid Content within Your Subscription, save as We may expressly agree under a separate agreement.

**14. Miscellaneous**

**Number of sessions needed:** Where a Subscription is only for a standard pre-existing package of training that We offer that does not necessitate Us planning, designing or creating, altering

or adding to any such standard pre-existing training for You specifically, the number of sessions will be as stated on Our website and as agreed with You when you purchase the relevant Subscription. In all other cases the number of sessions will be as stated by Us and agreed with You.

**Period of a consultation or training session:** Where a session is a live two-way interactive session, it will be for 60 minutes (or any other period that We agree with You when You purchase a Subscription).

**Punctuality:** We expect You to be ready for a consultation or training session at least 5 minutes before the scheduled start time of that session to ensure that You are ready to start on time.

**Missing a consultation or training session:** If You are not available for a session for any reason it is solely Your responsibility to ensure that You purchase an additional session if necessary.