



Cathy Wilcox Training Ltd Terms and Conditions (the Terms)

All e-learning courses provided by Cathy Wilcox Training Limited will be on the Terms. By buying a Licence to do a course you are accepting the Terms.

1 Definitions

Course means an online training course.

Delegate means a person doing, or having access to, a Course.

Licence means a licence to access or host a Course.

Materials means all materials, documents and software supplied or created by us for use in connection with a Course.

Trainer means Cathy Wilcox or anyone else delivering our training.

We and **us** both mean Cathy Wilcox Training Limited, a company incorporated in England with company number 08161035.

You means the organisation booking and paying for a Course.

2 Buying Licences

2.1 You may buy one or more month-long individual Licences to access a Course via our website, or an annual Licence to host a Course on your learning management system.

2.2 You must buy a Licence for each Delegate. For individual Licences, we charge for one Licence per Delegate. For Courses you host on your learning management system, we charge based on the number of fee earners in your organisation, unless agreed otherwise.

2.3 You may not transfer Licences outside your organisation without our agreement.

3 Accessing and using the Course

You are responsible for making sure you have appropriate software and internet connections to access the Course. We will not refund you for Licences you are unable to use for reasons outside our control.

4 Cancellation by you

You may cancel a Licence at any time within 14 days after buying it as long as you have not accessed any part of the Course. If you do cancel a Licence, we will refund your payment for that Licence.

5 Cancellation by us

We may end your Licence, and end your access to a Course, if you have not paid for the Licence or if we have good reason to believe you have breached these Terms.

6 Prices and payment

6.1 Our prices depend on the Course and the number of Delegates. We will agree these prices when you buy a Licence.

6.2 We will invoice you, and you must pay us, before we give you access to a Course.

6.3 All charges are exclusive of any VAT.

7 Confidentiality and publicity

We recognise that, in delivering Courses to you, we and our Trainers may receive confidential information about your business. We agree to keep that information confidential and not to disclose it to anyone without your written consent unless we have to do so by law or court order.

8 Downtime and outages

8.1 You accept that we may require reasonable periods of downtime for the repair or maintenance of our website and Courses. If the website or a Course is not available for any reason, we will use best efforts to restore the website or Course without undue delay.

8.2 If we are unable to deliver a Course because of an event beyond our control, we may suspend delivery of the Course. If we suspend delivery for more than 21 days, you may cancel the course on written notice to us. We will refund you for the Licences you are not able to use or, if it is a Course hosted on your learning

management system, pro rata for the remaining number of whole months of the Licence period.

8.3 Subject to the cancellation rights in clause 8.2, you may not claim a refund, reduction or compensation if there are delays in taking a Course due to non-availability.

9 Copyright

We own the copyright in the Materials. Neither you nor any Delegate may reproduce the Materials in any form, nor use them without our express written permission.

10 Warranty, and no legal advice

10.1 We warrant that we will provide all Courses professionally and with due skill and care.

10.2 Neither we nor our Trainers can advise on the interpretation and application of the law to specific circumstances or matters. Any comments we or they make will not be, and you cannot rely on them as, legal advice.

10.3 We have designed our Materials solely for the learning benefit of Delegates. The Materials do not necessarily stand on their own and neither you nor the Delegates should rely on them in giving specific advice.

11 Limitation of liability

11.1 In this clause:

Indirect Loss means consequential Loss or any Loss not arising directly from the breach. It includes (without limitation) punitive loss, economic loss and loss of profit, revenue, margin, use, production, opportunity, contract, goodwill, business or anticipated savings.

Loss means any kind of loss or damage, including (without limitation) any reduction in your or our possessions or advantages and any detriment or disadvantage. It is not limited to any particular type or class of loss.

11.2 Nothing in the Terms excludes or limits our or our Trainers' liability for injury or death caused by our or their negligence, nor for Loss caused by our or their wilful default, fraudulent misrepresentation or fraudulent concealment.

11.3 The price paid for the Course is the limit of our and any Trainer's total liability to you for any Loss arising out of or related to the Course. This limit applies to any kind of liability, including (without limitation) breach of contract, tort (including negligence and breach of statutory duty), misrepresentation or restitution.

11.4 You agree that in relation to a breach of our obligations, we are not to be liable either in tort or in contract for any Indirect Loss.

12 Variation

No variation of these Terms will be valid unless evidenced in writing and signed by our duly authorised representative.

13 No other express or implied terms

The Terms and any proposal we have provided to you set out the entire agreement between us and you. No other term, express or implied, forms part of the Terms. You accept that you have not relied on any other terms or representations.

14 Governing law

English law governs the Terms and their interpretation. Any disputes between us are to be subject to the exclusive jurisdiction of the English courts.