

# Terms & Conditions of Supply

September 2018

# Introduction

These terms and conditions (together with our [Privacy Notice](#), [Terms and Conditions of Website Use](#) and [Acceptable Use Policy](#) will apply to any agreement between us for the provision to you of our online training courses (Courses) to you (Agreement). Please review them all carefully and make sure that you understand them before booking any Courses from [www.highspeedtraining.co.uk](http://www.highspeedtraining.co.uk). (Site).

Please note that before you make a booking you will be asked to agree to these Terms and Conditions. If you refuse to agree to any of these Terms and Conditions, you will not be able to book any Courses from our Site.

## 1. Information about us

- 1.1. We are High Speed Training Limited, a company registered in England and Wales under company number 6428976 and with our registered office at Riverside Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ which is also our main trading address. Our VAT number is 923 6593 07. We maintain worldwide professional liability insurance.
- 1.2. You may contact us by telephoning our customer service team at 0333 006 7000 or by emailing us at [info@highspeedtraining.co.uk](mailto:info@highspeedtraining.co.uk). If you would like to give us formal notice of any matter in accordance with these Terms and Conditions, please see how to do this at clause 13.

## 2. Our Courses

- 2.1. The images of the Courses as presented on our Site (consisting of online training courses and associated materials) are set out for illustrative purposes only. Although we have made every effort to display the same colours, type of questions asked and information given accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Courses and/or that the questions and information will be exactly the same. Your Courses may vary slightly from those images.
- 2.2. We provide telephone support to customers between the hours of 9am and 5pm (UK time) Mondays to Fridays excluding UK bank holidays. Outside of these hours an answering service is available.
- 2.3. The copyright and all other intellectual property rights in our Courses, the content of them and associated materials is owned solely by us and you may not copy or reproduce any part of them unless you have obtained a licence in writing from us.

- 2.4. We only supply the Courses for internal use by you or others within your business or organisation, and you agree not to use them or permit them to be used for any resale purposes.

### **3. Use of our site**

Your use of our Site is governed by our Terms and Conditions of Use and Website Acceptable Use Policy. Please take the time to read these, as they include important Terms and Conditions which apply to you and our Agreement.

### **4. How we use your personal information**

We only use your personal information in accordance with our Privacy Notice. Please take the time to read our Privacy Notice, as it includes important Terms and Conditions which apply to you.

- 4.1. Unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws including the Data Protection Act 2018, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation, any laws that replace, extend, re-enact, consolidate or amend any of the foregoing will apply: (Data Protection Laws).
- 4.2. Both you and we must comply with all applicable requirements of the Data Protection Laws.
- 4.3. For the purpose of this agreement you agree to our processing of the personal data you provide in accordance with our Privacy Notice. You warrant that any data you provide will be accurate and that if such data is not your own and that you are a data controller (for example if you are contracting as a business and providing the details of individuals) for the purpose of the Data Protection Laws, you warrant that you have permission to process the personal data provided and that we are entitled to process the data on your behalf. In addition you agree that we, together with you, as “joint data controllers” are entitled to process the data for the permitted purposes.
- 4.4. We and you as joint data controllers warrant to act, at all material times, in accordance with the Data Protection Laws. We and you each further warrant:
- 4.4.1. to process shared personal data only for the permitted purpose which is for the provision of online training and reporting via our Website and Learning Management System;
- 4.4.2. not to disclose or allow access to the shared personal data to anyone other than you or us;

- 4.4.3. that all shared personal data is accurate, up to date and has at all times been collected, processed, stored and transferred in accordance with all applicable laws;
- 4.4.4. that all data subjects have been provided with sufficient information to enable fair, transparent and lawful processing and that you and we have all relevant permissions and consents to share the personal data with each other;
- 4.4.5. that the shared personal data is transferred in a secure manner using appropriate technical and organisational security measures that comply with the obligations of each data controller under Data Protection Laws including but not limited to GDPR Arts 45, 46, 49 and recitals;
- 4.4.6. to keep all notices and records up to date and accurate and to allow the other joint data controller, from time to time, access to the notices and records;
- 4.4.7. not, by any act or omission, cause the other joint data controller (or any other person) to be in breach of any Data Protection Laws;
- 4.4.8. to notify promptly (and in any event within 10 business days) the joint data controller when it becomes aware of:
  - 4.4.8.1. any change of circumstance which will, or may, or is alleged to impact on the lawfulness of the processing of the shared personal data;
  - 4.4.8.2. any change in consent or other requests from any data subjects in respect of the shared personal data;
  - 4.4.8.3. any inaccuracies in shared personal data;
  - 4.4.8.4. any complaints in respect of the shared personal data;
  - 4.4.8.5. any personal data breach including notification of the Data Protection Supervisory Authority and or data subjects impacting or relating to any shared personal data.
  - 4.4.8.6. to retain its own obligations in respect of shared data it receives and will promptly co-operate with and provide reasonable assistance, information and record to assist each other with our respective compliance with Data Protection Laws and in relation to all complaints and data subject requests.
- 4.5. You warrant that you have read and agreed to our Privacy Notice and that you consent to our processing your data on this basis and that you further understand your rights and obligations under the Privacy Notice pursuant to the GDPR.

## **5. Our Agreement**

- 5.1. You confirm that you have sufficient authority to bind any business on whose behalf you use our Site to book any Courses.
- 5.2. These Terms and Conditions and any document expressly referred to in them together with the Privacy Notice, Terms and Conditions of Website Use and Website Acceptable Use Policy constitutes the whole agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 5.3. You acknowledge and agree that in entering into this Agreement you do not rely on any statement, representation, or warranty (even if made innocently or negligently) that is not set out in these Terms and Conditions or any document expressly referred to in them or our Privacy Notice, Terms and Conditions of Website Use and Website Acceptable Use Policy.
- 5.4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## **6. How the Agreement is formed between you and us**

- 6.1. Our Course selection pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before finally submitting your order to us. Please take the time to carefully review and check your order at each page of the order process.
- 6.2. After your order is placed, you will receive an email from us confirming that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.3.
- 6.3. We will confirm our acceptance to you by sending you an email to confirm the delivery of your course (Confirmation Email). The Agreement between us will only be formed when we send you the Confirmation Email.
- 6.4. If we are unable to supply you with a Course, for example because that Course is no longer available or because of an error in the price on our Site as referred to in clause 9.5 we will inform you of this by email and we will not process your order any further. If the Courses have already been paid for, we will refund you the full amount as soon as practicable.

## **7. Our right to modify these Terms and Conditions**

- 7.1. We review and may modify these Terms and Conditions from time to time. Please see above to see when these Terms and Conditions were last updated.
- 7.2. Every time you order Courses from us, the Terms and Conditions in effect at the time of your order will be the ones applicable to the Agreement between you and us.
- 7.3. We review and may vary these Terms and Conditions as they are applicable to your order from time to time to reflect changes in regulatory requirements and relevant laws in which case we will notify you accordingly.

## **8. Delivery**

- 8.1. All of our Courses are electronic courses and login details for access to them will be provided in accordance with the Confirmation Email. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 12 for details of our responsibilities when this happens.
- 8.2. Delivery of an Order shall be completed when we provide you with login details to the email address you gave us.

## **9. Price of Courses and other fees**

- 9.1. The prices of the Courses will be as quoted on our Site at the time you submit your order. We take all reasonable care to make sure that the prices of Courses are correct at the time when they are entered onto the system. However please see clause 9.5 for what happens if we discover an error in the price of the Course(s) you ordered.
- 9.2. Prices for our Courses may vary from time to time, but changes will not affect any order you have already placed.
- 9.3. The price of a Course includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT varies between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Courses in full before the change in VAT takes effect.
- 9.4. There are no delivery charges for our Courses except that we may charge processing fees for certain payment methods which will be advised to you before you place an order.
- 9.5. Our Site contains a large number of Courses. It is always possible that, despite our best efforts, some of the Courses on our site may not be correctly priced. If

we find an error in the price of the Courses you have ordered we will contact you to advise you of this error and provide you with the option of continuing to purchase the Course at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Courses to you at the incorrect (lower) price.

## **10. How to pay**

- 10.1. You can only pay for Courses using a debit card, credit card or Paypal. We accept the following cards: Mastercard, Visa, Visa Electron, American Express.
- 10.2. Further and subject to our agreement you may request delivery of an invoice from us and make payment for Courses by bank transfer or cheque.
- 10.3. Payment for the Courses and any applicable payment processing fees are usually made in advance. We will not charge your debit card or credit card until we provide you with login details for the Courses you order from us.
- 10.4. Payment of the Course fees is otherwise due within 30 days of the date of invoice. We reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on overdue fees and also to suspend access to Courses until payment is received by us. Certificates for completed training will not be provided until payment for Courses have been received in full.

## **11. Liability**

- 11.1. Nothing in these Terms and Conditions limits or excludes our liability for:
  - 11.1.1. death or personal injury caused by our negligence;
  - 11.1.2. fraud or fraudulent misrepresentation.
- 11.2. Subject to clause 11.1, we will under no circumstances whatever be liable to you, whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
  - 11.2.1. any loss of profits, sales, business, or revenue;
  - 11.2.2. loss or corruption of data, information or software;
  - 11.2.3. loss of business opportunity;

- 11.2.4. loss of anticipated savings;
  - 11.2.5. loss of goodwill; or
  - 11.2.6. any indirect or consequential loss.
- 11.3. Subject to clause 11.1, our total liability to you in respect of all losses arising under or in connection with the Agreement, whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Courses save to the extent that cover is provided under our professional liability insurance.
- 11.4. Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Courses. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Courses are suitable for your purposes or the purposes of any learner within your organisation who is intending to do a Course.

## **12. Events outside our control**

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an Agreement that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 12.2.
- 12.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, 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 or other natural disaster, or failure of public or private telecommunications networks or third party online cloud computing platforms.
- 12.3. If an Event Outside Our Control takes place that affects the performance of our obligations to you:
- 12.3.1. we will contact you as soon as reasonably possible to notify you; and
  - 12.3.2. our obligations will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects



our delivery of Courses to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

12.4. You may cancel an order affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

### **13. Communications between us**

13.1. When we refer, in these Terms and Conditions, to "in writing", this will include email.

13.2. In relation to notices and communications:

13.2.1. Any notice or other communication given by you to us, or by us to you, under or in connection with the Agreement shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or email.

13.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by email, one Business Day after transmission.

13.2.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified [info@highspeedtraining.co.uk](mailto:info@highspeedtraining.co.uk) of the addressee.

13.2.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **14. Other important Terms and Conditions**

14.1. We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations set out under these Terms and Conditions.

14.2. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.

14.3. This Agreement is between you and us. No other person shall have any rights to enforce any of the Terms and Conditions contained in it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 14.4. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.5. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.6. Any dispute or claim arising out of this Agreement or in connection with it or its subject matter or formation (including disputes or claims arising outside the ambit of this agreement) shall be governed by and construed in accordance with the law of England and Wales.
- 14.7. We both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this Agreement or its subject matter or formation (including disputes or claims arising outside the ambit of this agreement).

THE FOLLOWING ADDITIONAL CLAUSES ONLY APPLY IF YOU ARE A CONSUMER:

## **15. Your right to cancel**

- 15.1. You have a legal right to cancel an Agreement under the Consumer Agreements (Information, Cancellation and Additional Charges) Regulations 2013 during the period of 14 days after the date you receive a Confirmation Email from us. This means that during this period if you change your mind or decide for any other reason that you do not want a Course, you can advise us of your decision to cancel the Agreement and receive a refund provided that you first return to us any certificates which may have been issued by us. Information and advice about your legal right to cancel the Agreement is available from your local Citizens' Advice Bureau or Trading Standards office.
- 15.2. To cancel an Agreement in accordance with your legal right to do so as described in clause 15.1, you just need to tell us that you have decided to cancel. The simplest way to do this is by filling in the [cancellation form](#) on our website. If you utilise this method to cancel the agreement we will email you to confirm we have received your cancellation. You may also send us an email at [support@highspeedtraining.co.uk](mailto:support@highspeedtraining.co.uk) or contact our Customer Services team by telephone on 0333 006 7000 or by post to us at Riverside Business Park,

Dansk Way, Ilkley, West Yorkshire, LS29 8JZ. If you decide to email or write to us, please set out full details of your order to allow us to confirm the identity of it. If you send us your notice of cancellation by post or by email, then your cancellation will take effect from the date on which we receive your letter or email.

## **16. Your consumer right of return and refund**

- 16.1. We are under a legal duty to supply Courses that are in conformity with this Agreement. As a consumer, you have legal rights in relation to Courses that are defective or not as described. These legal rights are not affected by your right to cancel under clause 15 or other rights contained in the Agreement.
- 16.2. In this case we will usually provide you as soon as practicable with a refund of the price of the Courses in full on the debit or credit card that you used to pay (or by another method subject to our agreement and your original method of payment).

## **17. Your implied rights**

- 17.1. We do not in any way exclude or limit our liability for any breach of the terms and conditions which are implied by under the Consumer Rights Act 2015 (including with regard to digital content corresponding with description, fitness for purpose and being of satisfactory quality) and your rights under that Act.