**1. Interpretation and Definitions**

1.1 The following expressions shall have the following meanings :-
1.1.1 "Client" means the client specified in the standard booking form.
1.1.2 "Company" means EEF Limited whose registered office is Broadway House, Tothill Street, London, SW1H 4NQ (registered number 05950172) in conjunction with the Service Provider.
1.1.3 "Conditions" means these terms and conditions as amended from time to time in accordance with clause 17.
1.1.4 "Contract" means the contract between the Company and the Client for the supply of Services in accordance with these Conditions.
1.1.5 "LMS" means the online learning management system provided by the Company or the Company's LMS provider.
1.1.6 "Marketing Content" means the latest edition of the brochure, company website and course flyers published by the Company, detailing the online courses offered by the Company.
1.1.7 "Order" means the Client's order for Services as set out in the Company's standard order form.
1.1.8 "Services" means the online courses as detailed in the Marketing Content.
1.1.9 “Service Provider” means Astutis Ltd whose registered office is 6 Charnwood Court, Heol Billingsley, Parc Nantgarw, Cardiff, CF15 7QZ (registered in England and Wales with company number 07349554).

1.1.10"we/us/our" means the Company.
1.1.11 "you" means the Client.
1.2 The headings to these Conditions are for guidance only and shall not affect the construction of the Contract. The singular shall include the plural and vice versa.
1.3 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority (and for the avoidance of doubt the document in 1.3.1 takes priority over the document in 1.3.2):
1.3.1 the standard order form;
1.3.2 these Conditions.
1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted.  A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

**2. These Conditions**

2.1 These are the terms and conditions on which we supply the Services to you.
2.2 Please ensure that you read these Conditions carefully, and check that the details on the standard order form and in these Conditions are complete and accurate, before you sign and submit the standard order form.  If you think that there is a mistake or require any changes, please contact us to discuss.

**3. Appointment**

All Orders must be on the Company’s standard order form. Each receipt by the Company of a standard order form will be deemed to be an offer by the Client to purchase Services in accordance with the Marketing Content and upon these Conditions. The Contract is formed when the Order is accepted by the Company by way of a written acknowledgment of Order and these Conditions will then become binding on the Client and the Company. No contract will come into existence until a written acknowledgement of Order is issued to the Client by the Company.

**4. Description**

4.1 The quantity and description of the Services will be as set out in the Marketing Content. All samples, drawings, descriptive matter specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company’s catalogues or brochures excluding the Marketing Content are issued or published for the sole purpose of giving an approximate idea of the Services represented by or described by them. They shall not form part of the Contract or have any contractual force.
4.2 The Company may change the format or content of the Services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements where these changes will not affect the Client's use of the Services.
4.3 The Company may also change the fees payable for the Services but the Company will notify the Client of such change and the Client may contact the Company to end the Contract and receive a full refund before the change in fees payable takes place.
4.4 The Company warrants to the Client that the Services will be provided using reasonable skill and care.

**5. Price**

5.1 The Client agrees to pay the fees at the rates and in the manner set out in the Marketing Content in place at the date the Client's Order is accepted by the Company. Value Added Tax (VAT) is included and will be charged at the standard rate.
5.2 Invoices will be submitted by the Company on receipt of a standard order form and shall be paid by the Client within 30 days of the date of the invoice. Where online payment via credit card is made, access is granted upon receipt of the cleared card payment.
5.3 If the Client does not pay the Company by the relevant date and still does not make payment within 7 days of the Company contacting the Client that payment is due without prejudice to its other rights and remedies, the Company shall have the right:-
5.3.1 to prevent the Client's access to the Services or to suspend any further performance of the Services for such period as the Company feels fit including where appropriate the issuing of any exam results;
5.3.2 to charge interest on all outstanding monies due from the Client to the Company at the rate of 4% above the base rate of National Westminster Bank PLC from the date of the invoice to the date of payment.  The Client shall pay the interest together with the overdue amount.
5.4.1 As set out in clause 7.1 and subject to clause 7.2, a full refund is available within 14 days of the date of the Contract providing you have not logged into the LMS.
5.4.2 Subject to clause 7.4, due to the nature of the intellectual property within the course content the Company does not offer refunds once the Client's Order has been accepted by the Company and the Client has logged into the LMS.
5.5 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

**6. Course Access and Content**

6.1 The company cannot guarantee that access to the online course materials will be uninterrupted, however the relationship between the Company and its LMS provider is such that the LMS provider will use commercially reasonable efforts to make the LMS available 24 hours a day, 7 days a week, except for:
6.1.1 planned downtime, of which the LMS provider shall give the Company at least 8 hours’ notice which the Company will inform the Client of as soon as possible, taking into consideration different time zones.
6.1.2 any unavailability caused by circumstances beyond the LMS providers control, including without limitation, acts of God, acts of Government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving the LMS provider’s employees), or Internet service provider failures or delays.
6.2 All course content is created in accordance with the current course syllabus and reasonable efforts are made to ensure that the materials are updated promptly, in light of significant changes to legislation and guidance, or requirements of the approving bodies.
6.2.1 Except as specifically provided for by law the Company does not give any warranties, whether express or implied as to the currency, fitness or quality of the course materials or that the course materials are free from errors or defects.
6.2.2 The course materials contain links to other websites.  Unless expressly stated, these web sites are not under the control of the Company and therefore the Company assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

**7. The Clients Rights to End the Contract**

7.1 Subject to clause 7.2, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel the Contract within fourteen (14) days of the  date of the legally binding Contract as set out in clause 3 ("Statutory Cancellation Period").  If you wish to exercise the right to cancel, you must inform us of your decision to cancel the Contract by a clear statement to this effect (for example a letter sent by post or e-mail in line with clause 16.1). You may use the model cancellation form found on our website at [insert link to form], but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Statutory Cancellation Period has expired. If you cancel during the Statutory Cancellation Period, we will reimburse you the full fee received from you and you will not incur any costs as a result of the reimbursement.
7.2 Where the Services are to be delivered as digital content not on a tangible medium we must not begin the supply of the digital content before the end of the Statutory Cancellation Period unless you have given us express consent to do so and you have acknowledged that in giving such consent your right to cancel and obtain a refund of the fee will be lost and we have confirmed this consent and acknowledgement to you in the written acknowledgement of Order provided in line with clause 3. Subject to these requirements, you will cease to have the right to cancel if the supply of digital content has begun before the end of the Statutory Cancellation Period.
7.3 Subject to clause 7.1 and 7.2 above, the Client may contact the Company at any time to end the Contract for the Services, but in some circumstances the Company may charge the Client certain sums for doing so, as described in clause 7.5 below.
7.4 If the Company ends the Contract for a reason set out at (a) to (d) below the Contract will end immediately and the Company will refund the Client in full for any Services which have not been provided or have not been properly provided.  The relevant reasons are:
(a) the Company has told the Client about an upcoming change to the Services or these Conditions which the Client does not agree to (as set out in clause 4.3);
(b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
(c) there is a risk the Services may be significantly delayed because of events outside our control; or
(d) you have a legal right to end the Contract because of something we have done wrong.
7.5 If the performance of the Services is suspended or cancelled at the request of the Client outside of the Statutory Cancellation Period or for a reason not set out in 7.4 (a) to (d) or is prevented or delayed by any act or omission by the Client or through any failure or delay by the Client, including but not limited to the performance of its obligations   under clauses 9.1 below then the Company shall be immediately entitled to:
7.5.1 full payment for Services commenced prior to suspension, cancellation or delay by the Client; and
7.5.2 cancellations by the Client must be provided to the Company in writing and we reserve the right to charge you an administration fee of up to £100.

**8. Warranties and Liability**

8.1 In the event of any breach of the Company’s express obligations under these Conditions the remedies of the Client will be limited to loss or damage the Client suffers that is a foreseeable result of the Company breaking this Contract or the Company failing to use reasonable care and skill.  Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Company and the Client knew it might happen, for example, if the Client discussed it with the Company during the order process. In any event the loss or damages shall not exceed the fees paid by the Client for the Services.
8.2 The Company does not exclude its liability (if any) to the Client:
8.2.1 for breach of the Company’s obligations that cannot be excluded or limited under the Consumer Rights Act 2015;
8.2.2 for personal injury or death resulting from the Company’s negligence;
8.2.3 under section 2(3) Consumer Protection Act 1987;
8.2.4 under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
8.2.5 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or
8.2.6 for fraud.
8.3 It is hereby agreed by the Client that the Company only supplies the Service to the Client as a consumer and the Company shall in no circumstances be liable to the Client for direct or indirect loss (including without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance except as set out in this clause 8.
8.4 Except as set out in clauses 8.1 to 8.3, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Client.

**9. Clients Obligation**

9.1 The Client agrees to give the Company such information advice and assistance relating to the Services as the Company may reasonably require within sufficient time to enable the Company to perform the Services in accordance with the Marketing Content.
9.2 The Client shall be responsible to the Company for ensuring the accuracy of any information submitted by the Client.

**10. Intellectual Property Rights**

10.1 Copyright in all course materials and other recorded matter whether made in connection with the Marketing Content and/or the Services or otherwise shall remain vested in the Company at all times.
10.2 No part of any course materials, or any other materials provided by the Company may be reproduced or transmitted in any form or by any means or stored in any retrieval system of any nature without prior permission, except as it may be permitted to do so by law.
10.3 All course materials are the property of the Company and may not be copied, distributed, downloaded, uploaded, forwarded, published, reverse engineered, disassembled or used in any manner prejudicial to the Company’s interests and legal rights.
10.4 The downloading of single copies of pdf documents (course notes) is permitted for personal study only, any other use will infringe the intellectual property rights of the Company for which it reserves the right to bring legal proceedings.

**11. How We May Use Your Personal Information**

11.1 The Company will use the personal information the Client provides to it to:
(a) provide the Services;
(b) process the Client's payment for such Services; and
(c) if you agreed to this during the order process, to inform the Client about similar products that the Company provides, but the Client may stop receiving these communications at any time by contacting the Company.
11.2 The Company will not give the Client's personal data to any other third party.

**12. Termination**

12.1 The Company may by written notice terminate the Contract with immediate effect if the Client is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Notwithstanding any other provision in these Conditions, failure to pay any sums due in accordance with clause 5.2 is a material breach of the terms of the Contract which is not capable of remedy.
12.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Client or the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

**13. Events Outside Our Control**

Neither party shall be liable to the other for any loss or damage suffered by  either party or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of either party's obligations in relation to the Services , if failure was due to any cause beyond  either party’s reasonable control including without prejudice to the foregoing Act of God, explosion, flood, tempest, fire or accident, wars or threat of war, sabotage, insurrection, an act of terrorism, civil disturbance or requisitions, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, and power failure or breakdown in machinery.

**14. Other Important Terms**

14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
14.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
14.3 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
14.4 The Company may assign, delegate, license, hold on trust or subcontract all or any part of its rights or obligations under the Contract.
14.5 The Contract is personal to the Client who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company’s prior written consent.
14.6 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

14.7 The Company will need to pass relevant personal data to the Service Provider in order to fulfil contractual obligations. Only data necessary in performing the services will be transferred.

**15. Law**

These Conditions together with the Company’s standard order forms and the Contract shall be governed and construed in accordance with the laws of England and Wales and the Company and the Client submit to the exclusive jurisdiction of the courts of England and Wales.

**16. Communications**

16.1 All communications to the Company shall be addressed to EEF Ltd at the address of the Company set out in the standard order form.
16.2 All communications to the Client shall be sent to the address appearing on the standard order form unless some other address has been notified in writing to the Company.

**17. Variation of Conditions of Contract**

Any variation to the Conditions of the Contract and any representations about the Services shall have no effect unless expressly agreed in writing (on the Company’s headed paper) and signed by a director of the Company.