

TERMS OF SALE OF ONLINE COACHING AND STAFF TRAINING SERVICES

BACKGROUND:

- (A) These Terms of Sale set out the conditions on which Paid Content, accessed via Subscription, is made available to business clients through this website, <<insert website address>>
- (B) Terms and information that are presented by a Trainer for training sessions of Paid Content through the [Zoom cloud-based web conferencing] [or][<<insert alternative online service delivery method/s offered>>] platform are set out below for ease of reference but they will have the same effect as the Terms of Sale.
- (C) Before You can purchase Paid Content, You will first have to set up an Account. You will not be able to open an Account, use a Subscription or access Paid Content through Our Site until You have successfully completed the process of setting up an Account, You must first accept and agree to our Terms of Sale and the attached Terms of Sale and the attached Terms of Sale.
- (D) These Terms of Sale, as well as the Terms of Sale, are in the English language only.
- (E) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use”.

1. Definitions and Interpretation

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

“**Account**”

“**Background Items**”

“**Contract**”

“**Data Protection Legislation**”

“Paid Content”

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, instruction, teaching, mentoring, information, or advice or guidance; or information concerning Your requirements for instruction, teaching, mentoring, information, or advice or guidance; or materials or other information which We provide any content (including text, audio, video and other content)

on Our Site and made available by Us through [] by means of

including synchronous live stream audio and/or video (e.g., Zoom, GoToMeeting, Skype for Business, WebEx);

including live stream video and/or audio] [or] downloadable] video and/or audio] of

on a video/audio streaming platform (e.g., Our Site]

on a website, e.g. Youtube] via a link provided in []];

including other viewable text, graphics or non-audio items or information, [Items]].

as more fully described in other sections. We may give or make available to You certain content through a subscription. That information may be presented by any Trainer presenting any content on Our Site, whether it does or does not do so, at Our discretion, at any time and may be substituted by any other Trainer(s) who is more experienced;

“Subscription”

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h to Our Site purchased by You with access to Paid Content which

specific single events or items; and/or series or collections of two or more or items; and/or or all types of events or items via Our Site; and/or Items.

Information about the period of access before You purchase the Subscription the information described in Sub-

will include access to the for the whole period of the y will all be accessible as soon as Subscription Confirmation];

“Subscription Confirmation”

ance and confirmation of Your option;

“Subscription ID”

number for Your Subscription;

“Trainer”

structor, teacher, coach, mentor, individual who interacts with You;

“We/Us/Our”

business name>> [, a company and under <<insert company registered address is <<insert and whose main trading address address>>; and

“You”

client which sets up an Account subscriptions and accesses and uses and where You purchase any Paid can allow access to it and use of it Your staff, it includes (subject to se members of staff as and where

2. Information About Us

2.1 Our Site, <<insert business name>> [company number> address>> and who [Our VAT number is

owned and] operated by <<insert registered in England under <<insert address is <<insert registered s is] OR [of] <<insert address>>. .]

2.2 We are registered body >>.

ne <<insert name of any relevant

2.3 [We are a member

ny relevant body >>.]

2.4 [<<insert further info

3. Contacting Us

3.1 If You wish to con telephone at <<in

estions, You may contact Us by >>, by email at <<insert email

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- 3.2 For matters relating to your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.
- 3.3 For matters relating to the Terms of Use, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, by post at <<insert address>>.
- 3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, by post at <<insert address>>.
- 4. Access to and Use of Our Site**
- 4.1 Access to Our Site is subject to the Terms of Use <<insert link>>.
- 4.2 It is Your responsibility to ensure that You have made the necessary arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided on an "as available" basis. We may alter, suspend or discontinue access to any part of it) at any time and without notice. We may also discontinue access to any part of it in any way if Our Site (or any part of it) is unavailable for a significant period.
- 4.4 Use of Our Site is subject to the Terms of Use <<insert link>>. Please ensure that You have read and understood the Terms of Use carefully and that You understand and accept the Terms of Use.
- 5. Business Clients**
- 5.1 These Terms of Sale apply to business clients only. These Terms of Sale do not apply to consumers purchasing Paid Content for personal use (for example, for use in their home, business, craft, or profession).
- 5.2 These Terms of Sale apply to business clients only. These Terms of Sale do not apply to consumers purchasing Paid Content for personal use (for example, for use in their home, business, craft, or profession).
- 6. Subscriptions, Paid Content, and Other Services**
- 6.1 We may from time to time change the price of any Subscription to which You are subscribed. Changes in price will not affect any Subscription that has already been purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<insert number of days>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in Sub-Clause 12.1.
- 6.2 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, significant changes made that would affect Your use of the Paid Content will be provided to You.
- 6.3 In some cases, as described in the Terms of Use, We may also make more significant changes to our Paid Content. If We do so, We will inform You of the changes at least <<insert number of days>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in Sub-Clause 12.1.

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described in Sub-C

6.4 Where any updates to match Our description of a Subscription for a particular period prevent Us from being able to provide the original description.

6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are updated every <<interval>> for a Subscription that is placed (please note sub-Clause 6.9 regarding VAT, how

6.6 All prices are checked at the time of placing an order. In the unlikely event that We have made an error in writing to inform You of the correct price is lower than that shown when You placed Your order, We will simply charge You the lower amount and continue to provide the Subscription at the correct price or to cancel Your order (if it is not yet being processed). We will not proceed with processing Your order if You do not respond. If We do not receive a response from You within <>>, We will treat Your order as cancelled and notify You accordingly.

6.7 If We discover an error in the description of Your Subscription after Your order is processed, We will contact You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract. If You do wish to cancel the Contract, please refer to Sub-Clause 12.4.

6.8 If the price of a Subscription changes between Your order being placed and Us taking payment, You will be charged the price in effect at the time of placing Your order. Subsequent Subscriptions will be charged at the new price.

6.9 Prices on Our Site are shown inclusive [and inclusive] of VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

7. Orders – How Contracts are

7.1 Our Site will guide You through the process of setting up an Account and purchasing a Subscription. Please see the attachment below as to how to set up an Account. You will be given the opportunity to amend it. Please ensure You have checked Your order carefully before submitting it.

7.2 If, during the order process, We receive information (including incorrect or incomplete information) about You or the type of Paid Content You wish to purchase, We will contact You as soon as possible. If We are unable to contact You due to incorrect or incomplete information, We will not be responsible for a Subscription being cancelled. We will not be responsible for a Subscription being cancelled if You provide incorrect or incomplete information.

ent, that Paid Content will continue to be provided to You before You purchased Your Subscription. Please note that this does not constitute an offer of Paid Content, thereby going beyond the scope of the Contract.

at all prices shown on Our Site are correct at the time they are updated every <<interval>> for a Subscription that is placed (please note sub-Clause 6.9 regarding VAT, how

accept Your order. In the unlikely event that We have made an error in writing to inform You of the correct price is lower than that shown when You placed Your order, We will simply charge You the lower amount and continue to provide the Subscription at the correct price or to cancel Your order (if it is not yet being processed). We will not proceed with processing Your order if You do not respond. If We do not receive a response from You within <>>, We will treat Your order as cancelled and notify You accordingly.

scription of Your Subscription after Your order is processed, We will contact You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract. If You do wish to cancel the Contract, please refer to Sub-Clause 12.4.

the ordered changes between Your order being placed and Us taking payment, You will be charged the price in effect at the time of placing Your order. Subsequent Subscriptions will be charged at the new price.

ive [and inclusive] of VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

ss of setting up an Account and purchasing a Subscription. Please see the attachment below as to how to set up an Account. You will be given the opportunity to amend it. Please ensure You have checked Your order carefully before submitting it.

Us with incorrect or incomplete information about You or the type of Paid Content You wish to purchase, We will contact You as soon as possible. If We are unable to contact You due to incorrect or incomplete information, We will not be responsible for a Subscription being cancelled. We will not be responsible for a Subscription being cancelled if You provide incorrect or incomplete information.

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7.3 No part of Our Site constitutes a contractual offer that We may, at Our sole discretion, accept. Your order to purchase does not constitute an offer capable of acceptance. We will not be bound by Your order unless We have received Your order and We have acknowledged receipt of Your order. [We will not be bound by Your order unless We have received it.] Our acceptance is indicated by Us sending You a Confirmation by email. Only once We have sent You a Subscription Confirmation shall there be a legally binding Contract between Us and You.

7.3 No part of Our Site constitutes a contractual offer that We may, at Our sole discretion, accept. Your order to purchase does not constitute an offer capable of acceptance. We will not be bound by Your order unless We have received Your order and We have acknowledged receipt of Your order. [We will not be bound by Your order unless We have received it.] Our acceptance is indicated by Us sending You a Confirmation by email. Only once We have sent You a Subscription Confirmation shall there be a legally binding Contract between Us and You.

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7.4 Subscription Confirmation shall contain the following information:

7.4 Subscription Confirmation shall contain the following information:

7.4.1 Your Subscription details;

7.4.1 Your Subscription details; and the Content ordered including full details of the main characteristics of the Subscription and Paid Content available to You;

7.4.2 Confirmation of the main characteristics of the Content as part of the Subscription;

7.4.3 Fully itemized list of all applicable charges, including any optional charges;

7.4.3 Fully itemized list of all applicable charges, including any optional charges;

7.4.4 The duration of the Subscription [expiry] [and any grace period];

7.4.4 The duration of the Subscription (including the start date, and the end date);

7.4.5 In relation to the Content, the collection of the period of the whole period on a stated date;

7.4.5 In relation to the Content, the collection of the period of the whole period on a stated date (including the start date, and the end date);

7.4.6 <<insert additional information>>.

7.4.6 <<insert additional information>>.

7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expeditiously refund any payment taken under normal circumstances. If We are unable to refund any such sums will be refunded to You.

7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expeditiously refund any payment taken under normal circumstances. If We are unable to refund any such sums will be refunded to You.

7.6 Any refunds due to You will be issued to You as soon as possible, and in any event within 30 days of the day on which the event triggering the refund occurs.

7.6 Any refunds due to You will be issued to You as soon as possible, and in any event within 30 days of the day on which the event triggering the refund occurs.

7.7 Refunds under this Clause shall be made using the same payment method as the original payment method that You used when You placed Your order, unless You specifically request that We make the refund using a different method.

7.7 Refunds under this Clause shall be made using the same payment method as the original payment method that You used when You placed Your order, unless You specifically request that We make the refund using a different method.

8. Payment for Subscription

8.1 Payment for Subscription shall be made in advance. Your chosen payment method will be used to process Your order and send You a Confirmation of Purchase [renewal date] OR [not more than <<insert period>> before the start of the Subscription].

8.1 Payment for Subscription shall be made in advance. Your chosen payment method will be used to process Your order and send You a Confirmation of Purchase [renewal date] OR [not more than <<insert period>> before the start of the Subscription].

8.2 We accept the following payment methods on Our Site:

8.2 We accept the following payment methods on Our Site:

8.2.1 <<insert payment method>>

8.2.2 <<insert payment method>>

8.2.3 <<insert payment method>>

8.2.4 <<add further payment methods>>.

8.2.4 <<add further payment methods>>.

8.3 If You do not make payment on time, We will suspend Your access to the Paid Content. For more information, please refer to Sub-Clause 9.5. If You do not make payment within <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.

8.3 If You do not make payment on time, We will suspend Your access to the Paid Content. For more information, please refer to Sub-Clause 9.5. If You do not make payment within <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.

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payable.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

9. Provision of Paid Content

9.1 We undertake to make available to You on these Terms of Sale the Paid Content for which You have paid, subject to the permitted use of such Content. If You choose not to access or make any use of Paid Content or, for any reason not attributable to Us, You do not access it, You will not be entitled to any refund.

9.2 Paid Content applicable to Your Subscription will be available to You immediately from the start of Your Subscription Confirmation for the duration of Your Subscription, including renewals, or until the Contract is otherwise ended, or suspended, as follows:

9.2.1 An item of Paid Content will be available when stated in the Contract information, or if not stated, either (a) if it is a live stream, the time and date when it is scheduled to start; or (b) if it is a pre-recorded or other non-scheduled item, the period within which it is or will be available for access.

9.2.2 If an item of Paid Content is a live stream item, We will use reasonable endeavours to start it at the time it is scheduled to start, but we do not guarantee that it will start, either by overrun of a previous live stream or by other means, and/or others or by other circumstances, or any such delay.

9.3 In some limited circumstances, We may be required to suspend the provision of Paid Content (in full or in part) for the following reasons:

9.3.1 To fix technical issues or make necessary minor technical changes as described in Clause 6.2;

9.3.2 To update the Contract in accordance with relevant changes in the law or other regulations, or to comply with requirements described above in Sub-Clause 6.2;

9.3.3 To make modifications to the Paid Content, as described above in Sub-Clause 6.2.

9.4 If We need to suspend the provision of Paid Content for any of the reasons set out in Sub-Clause 9.3, We will notify You in advance of the suspension and explain why it is necessary. If the suspension is urgent or emergency, We will notify You as soon as reasonably possible and explain why it is necessary. We will suspend availability for as long as necessary to resolve the dangerous problem with the Paid Content, in which case We will resume availability as soon as reasonably possible while availability is suspended and will provide You with a period equivalent to the length of the suspension [(unless the suspension is less than <<insert period>>)]. If the suspension lasts for more than <<insert period>>, We will terminate the Contract as described below in Sub-Clause 12.2.

9.5 We may suspend the provision of Paid Content as follows if We do not receive payment on time from You: if You do not pay us within <<insert period>> of Our due date, however if You pay us within <<insert period>> of Our due date, We may suspend the provision of Paid Content until We have received payment.

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10. Licence

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, non-exclusive, non-transferable,
ess, participate in and use the
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clause 10.2][and][subject to the
The licence granted does not give
uding any material that We may

10.2 [The licence grant
permissions: <<Inse

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s as required>>.]

10.3 The licence granted
restrictions:

is subject to the following usage

10.3.1 You may no
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Copyright W

h, republish, share, broadcast or
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permitted under the Copyright
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unicate or make accessible to any
mber of Your staff) accessing or
anything (by voice, text, image or
or contribution to that item or event
content of that item or event; [and]

10.3.3 [<<Insert ad

quired>>]

11. Ending Your Subscription

11.1 You may cancel Y
Clause 11.2 and]
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the Contract will end

time. However, subject to [Sub-
offer any refunds and You will
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y date, as applicable), whereupon

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to access any Pai
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If You have acces
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Paid Content for th
expiry date, as appl

e (or allow Your Subscription to
on as possible and do not attempt
ou have not accessed any Paid
al date, as appropriate) of the
subscription and issue a full refund.
e the Subscription has started, We
will continue to have access to the
scription (up until the renewal or

11.3 If You wish to exer
inform Us of Your
convenience We of
include [a link to] it
or by post is effecti
You would prefer t

el under this Clause 11, You may
ay You wish, however for Your
n Our Site <<insert link>> and will
onfirmation. Cancellation by email
ch You send Us Your message. If
cancel, please use the following

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details:

11.3.1 Telephone <<insert telephone number>>;

11.3.2 Email: <<insert email address>>;

11.3.3 Post: <<insert postal address>>;

in each case, provide the full name, address, email address, telephone number, and any other contact information.

11.4 [We may ask You to provide contact information to cancel and may use any answers You provide to improve our services, however please note that You are under no obligation to do so. See details if You do not wish to.]

11.5 Refunds under this Clause will be issued to You as soon as possible, and no later than 30 days on which You inform Us that You wish to cancel.

11.6 Refunds under this Clause will be issued using the same payment method that You used when You made the purchase [unless You specifically request that We make a refund using a different method].

12. Ending the Contract Because We Have Done (or Will Do)

12.1 You may end the Contract if We have informed You of a forthcoming change to the Paid Content or these Terms of Sale that You do not agree to before the end of the Contract. <<insert type of refund>> will not take effect or apply to You until the expiry of Your current Subscription period. The Contract will end at the end of the current Subscription period. You will continue to have access to the Paid Content until that date.

12.2 If We have suspended availability of the Paid Content for more than <<insert period>>, or We have suspended availability for more than <<insert period>> described in Sub-Clause 14.2.6, You may end the Contract for this reason, We will issue You with a <<insert type of refund>> refund.

12.3 If availability of the Paid Content is significantly delayed because of events outside of Our control, You may end the Contract immediately. See Sub-Clause 14.2.6. If You end the Contract for this reason, We will issue You with a <<insert type of refund>> refund.

12.4 If We inform You of a change in the description of Your Subscription or the Paid Content and You do not agree to it immediately, You may end the Contract for this reason, We will issue You with a <<insert type of refund>> refund.

12.5 You also have a legal right to end the Contract at any time if We are in breach of these Terms. You may also be entitled to a partial refund and compensation.

12.6 If You wish to exercise your right to end the Contract under this Clause 12, You may inform Us of Your decision at any time by any means You wish, however for Your convenience We offer a link to end the Contract on Our Site <<insert link>> and will issue You with a <<insert type of refund>> confirmation.

12.7 If You would prefer to end the Contract by post, please use the following details:

12.7.1 Telephone <<insert telephone number>>;

12.7.2 Email: <<insert email address>>;

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12.7.3 Post: <<ins
in each case, pro
telephone number,

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12.8 [We may ask You v
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cancel and may use any answers
services, however please note that
details if You do not wish to.]

12.9 Refunds under this
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d to You as soon as possible, and
day on which You inform Us that

12.10 Refunds under this
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description [unless You specifically
ent method].

13. Our Liability

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of profit, loss of bu
opportunity or loss
loss arising out of o

liable to You, whether in contract,
ry duty, or otherwise, for any loss
business, for any loss of business
r for any indirect or consequential
contract between You and Us..

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paid by You under t

y to You for all other losses arising
between You and Us, whether in
n of statutory duty, or otherwise,
percentage>>% of the total sums
whichever is the greater sum.

13.3 Nothing in these Te
or personal injury ca
agents or sub-cont
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by law .

it or exclude Our liability for death
(including that of Our employees,
udulent misrepresentation, or for
y cannot be excluded or restricted

14. Events Outside of Our Co

14.1 We will not be liab
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reasonable control.
internet service pro
third parties, riots
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that is beyond Our r

ay in performing Our obligations
any cause that is beyond Our
ut are not limited to: power failure,
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t, fire, explosion, flood, storms,
(threatened or actual), acts of war
preparations for war), epidemic or
r dissimilar event or circumstance

14.2 If any event describ
affect Our performa

4 occurs that is likely to adversely
ions under these Terms of Sale:

14.2.1 We will infor

sonably possible;

14.2.2 We will take

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minimise the delay, Our affected
e (and therefore the Contract) will
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14.2.4 We will inform You of any changes outside of Our control is over and provide details of any changes in terms or availability of Paid Content as necessary.

outside of Our control is over and terms or availability of Paid Content

14.2.5 If the event continues for more than <<insert time period>> after the date of the Contract and inform You of the cancellation. If the event continues as a result of that cancellation will be paid to You as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and using the same payment method that You used when ordering Your Subscription [unless You specifically request a different payment method];

continues for more than <<insert time period>> after the date of the Contract and inform You of the cancellation. If the event continues as a result of that cancellation will be paid to You as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and using the same payment method that You used when ordering Your Subscription [unless You specifically request a different payment method];

14.2.6 If an event occurs [and continues for more than <<insert time period>>] after the date of the Contract, You may wish to cancel the Contract as a result, You may cancel the Contract at any time by contacting Us by any means You wish, however for Your convenience we will provide a cancellation form on Our Site <<insert link>>. If You would prefer to cancel directly, please use the following details:

occurs [and continues for more than <<insert time period>>] after the date of the Contract, You may wish to cancel the Contract as a result, You may cancel the Contract at any time by contacting Us by any means You wish, however for Your convenience we will provide a cancellation form on Our Site <<insert link>>. If You would prefer to cancel directly, please use the following details:

Telephone: <<insert telephone number>>;

<<insert telephone number>>;

Email: <<insert email address>>;

Post: <<insert postal address>>

in each case, we will refund to You, within <<insert time period>> of the date on which the Contract is cancelled, the amount of any payments made by You under the Contract, less any amounts received by Us from third parties. Any refunds due to You as a result of such cancellation will be made using the same payment method that You used when ordering Your Subscription [unless You specifically request a different method].

in each case, we will refund to You, within <<insert time period>> of the date on which the Contract is cancelled, the amount of any payments made by You under the Contract, less any amounts received by Us from third parties. Any refunds due to You as a result of such cancellation will be made using the same payment method that You used when ordering Your Subscription [unless You specifically request a different method].

15 Communication and Contact

15.1 If You wish to contact Us for any questions or complaints, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For any questions or complaints, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

15.2 For matters relating to Your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to Your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

15.3 For matters relating to the Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>. For all other matters, please refer to the relevant Clause above.

For matters relating to the Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>. For all other matters, please refer to the relevant Clause above.

16 Complaints and Feedback

16.1 We always welcome Your feedback and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We need Your feedback for complaint.

We always welcome Your feedback and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We need Your feedback for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

16.3 If You wish to give feedback on any aspect of Your dealings with Us, please contact Us in any of the ways:

If You wish to give feedback on any aspect of Your dealings with Us, please contact Us in any of the ways:

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16.3.1 [In writing, <insert name and/or position>>, <<insert address>>];]

16.3.2 [By email, <insert name and/or position>> at <<insert email address>>]

16.3.3 [Using Our <insert form name> form, following the instructions included with the form;]

16.3.4 [By contacting <insert telephone number>> [and <insert fax number>>] when prompted].]

17 How We Use Your Personal Information (Data Protection)

17.1 All personal data that we collect, process, and hold in accordance with the applicable Data Protection Legislation and Your rights thereunder.

17.2 For complete details regarding the processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Cookie Policy>> [and Cookie Policy <<insert link to Cookie Policy>>]

18 Other Important Terms

18.1 We may transfer (including by way of Sale) and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold). If such an event occurs, You will be informed by Us in writing. Your rights under the Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party. You and We will remain bound by them.

18.2 [You may not transfer or assign your rights and obligations under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold) without Our express written permission. We may, however, assign our rights and obligations under these Terms of Sale (and under the Contract) if <<insert reasons>>.]

18.3 The Contract is between Us and You. It is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of the Contract.

18.4 Without prejudice to clause 18.3, where any member of our staff accesses or uses any Content pursuant to a Subscription purchased by You, or where any member of our staff, Your agent, or any other person acting on behalf of You accesses or uses any Content pursuant to a Subscription, and We will have no responsibility or liability for any Paid Content that they access or use or that is accessed or used by them.

18.5 If any of the provisions of these Terms of Sale or otherwise unenforceable or otherwise unenforceable, that / those provisions shall be deemed to be null and void, the remainder of these Terms of Sale shall be valid and enforceable.

18.6 No failure or delay in the exercise of Our rights under these Terms of Sale means that We have waived any breach 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 that provision.

18.7 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms

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of Sale as they receive
advance notice of the
not happy with them

on, We will give You reasonable
details of how to cancel if You are
(2.1 above).

19 Law and Jurisdiction

19.1 These Terms of Sale apply to all contracts between You and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

between You and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

19.2 Any disputes concerning these Terms of Sale and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

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1. **Use of [the Zoom web-co**
service delivery platform
online

We [only] offer the Service and/or the Trainer cannot [for any reason].

We use technology which [includes] the appropriate technology [to] use [the Zoom cloud-bas] **description of other online**

Where We are to make any [use] [**<<insert name of other o** platform, it will be on the fo

2. **The technology that We v**

We will subscribe to [Zoom] [**platform>>**] and will pay [**online service delivery pl** act as “host” and to provid [**<<insert name of other o**

To receive or participate in [**online service delivery pl** within the scope of Your S use the [Zoom] [**<<insert n** or join that session: You wi Subscription.

We do not provide any PC or any [Zoom] [**<<insert na** other software for use on o or other equipment or facili

We do not supply or make [**delivery platform>>**] platform as agent or otherwise on [**delivery platform>>**] or any Your download and use of You in any respect in re [**delivery platform>>**] or any governed by such terms a of other online service deliv to You imposes on such do

Paid Content consisting of name of other online downloadable directly from

3. **The technology and othe**

It will be Your sole respon with all necessary technold via [Zoom] [**<<insert name**

OR [**<<insert name of other online** s with a Trainer (“the Services”)

ve that You can choose when You son (at Our or Your premises) for

Services provided that You have ne Services. For this purpose, We platform (“Zoom”) OR [**<<insert od/s offered>>**].

re for You by means of [Zoom] OR platform>>] rather than any other

providing

[b other online service delivery [Zoom] [**<<insert name of other at subscription. It will enable Us to over the internet via the [Zoom] latform>>**] facility.

[Zoom] [**<<insert name of other d to join an online session which is need to pay any fee or charge to rvice delivery platform>>**] facility e Services made available by Your

hone or other hardware (“Device”) [**vice delivery platform>>**] App or any internet connection or service You to use [Zoom].

insert name of other online service s any Paid Content. We do not act sert name of other online service m provider. We are not a party to ave no responsibility or liability to ert name of other online service n provider. It will be subject to and y policy of [Zoom] [**<<insert name third party provider of the platform**

provided via the [Zoom] [**<<insert rm>>**] platform but is instead

responsible for providing

ou have access to, and familiarity ive and participate in the Services **delivery platform>>**].

S

You will need to ensure an exhaustive list of facilities for

to and use the following non-

- (a) An appropriate fund
- (b) An up to date [Zc platform>>] App v Device, and installed You can receive the
- (c) Stable, reliable, inte
- (d) A location at Your environment in whi and otherwise to p non-participating p person(s) present a
- (e) Where the Device and/or loudspeake and/or speakers as
- (f) A [camera][and][or facility] that is part purpose of You and text, still images, session.

- adequately charged;
- of other online service delivery** need to be downloaded to Your correctly on Your Device, so that
- ite speed;
- ises that You use) with a suitable k where appropriate, make notes, without the presence of any other or the Trainer except for any arrangement with the Trainer;
- provide an adequate microphone e Services, external microphone nd
- ility [[and][or] a screen sharing Device which is adequate for the o share and/or remotely view any during and in connection with a

4. Scope of what We make a

We do not, and cannot, technology. If You need an it from an appropriate third what technology is needed

set up, maintain, or operate any about technology, You should seek cannot, give You any advice about

We do not claim to have a need or use for the purpo request it, either before or offer suggestions in good report, but it will not be in any responsibility or accep You to resolve any proble any other problem, loss or technology or other thing.

relation to any technology that You vices. However, We may, if You the Services, and without charge, lem with that technology that You You. We do not therefore take on ny such suggestion does not help such suggestion You experience , Your digital content or any other

Without in any way limitin purposes of Clause 14, ca the following:

4 of the Terms of Sale, for the nable control may include any of

- (a) Where You are una have asked Us for the problem); or
- (b) Any slow speed, in inadequacy of, or o service (e.g. teleco rely on; or
- (c) Failure of or defec delivery platform>> available to You; or

- ology problem (whether or not You suggestions as to how to resolve
- other breakdown, unavailability or service or any other equipment or g, audio or visual) that You use or
- ert name of other online service s or You to make the Services

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- (d) Lack of an appropriate Device; or
- (e) Your inability to access etc.

or any failure of or defect in a
to failure of or defects in Our Site

5. Account setup needed

In order to purchase any S
will first need to setup and
to set up an Account.

You to receive any Services, You
ent with Us. Our Site explains how

We only offer Paid Content
You may only open an Acc

businesses established in the UK.
s address which is in the UK.

During the process of se
password and user name.
Your Account.

ou will be required to choose a
ou choose a strong password for

You [will][may] be asked f
Your e-mail address.

regarding Your Account, such as

6. Your responsibility for Yo

urity

You must not share Your A
a member of Your staff w
those details on Your bel
anyone else, please con
unauthorised use of Your A

details with anyone except You or
to do so and to receive and use
Your Account is being used by
We will not be liable for any

You are fully responsible
account information and fo
You must ensure that You
accessed by You. You mu
password or Account or an

Confidentiality of Your password and
under Your password or Account.
Account at the end of each session
of any unauthorised use of Your
y relating to Your Account.

You must never use anyon
specific occasion in questio

prior authorization from Us for the

When creating an Accou
complete. If any of Your inf
ensure that Your Account is

provide must be accurate and
ter date, it is Your responsibility to

If You have an active Subs
the period of that Subscrip
granted to any Instruction b

will remain active for the duration of
e end of the latest access period

If You wish to close and de
of section>>' section of Ou

may do so via the '<<insert name

7. Your privacy and security

en the Services are accessed

Note that any two way live
You purchase will be acce
that it is to be made availab

orded one way transmission) that
s We specify and agree with You
y additional business client(s).

If We do specify and ag
session is accessible to Y
apply to such a session:

particular two way live consultation
siness client(s), the following will

- (a) [When You sign in
platform>>], You sh
the name][first nam
name/s will be visib

ne of other online service delivery
ness name only and the [initials of
f participating since Your sign in
clients taking part;]

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(b) You understand and agree that other business clients may see and hear any information (including documents or other data) that You or Your staff provide in or near that space during the session;

There is a risk that such other business clients may see and/or audio facilities of the [Zoom] [video delivery platform>>] App and Your Device) not only You and its surroundings and any other people in or near that space and its surroundings, and other people when You are participating in the session;

(c) The space that You use for participating in the session (including the [Zoom] [video delivery platform>>] App and Your Device) any information in that space and its surroundings, and other people participating in the session (including those in a private room used for the session) should be free of others who are not intended to be present; it may be difficult to see or hear via the [Zoom] [video delivery platform>>] App and Your Device any information from other people who are in or near that space, You or those of Your staff; You should use a separate office or other space for participating in the session and/or You or Your staff might wear headphones;

The space that You use for participating in the session (including the [Zoom] [video delivery platform>>] App and Your Device) any information in that space and its surroundings, and other people participating in the session (including those in a private room used for the session) should be free of others who are not intended to be present; it may be difficult to see or hear via the [Zoom] [video delivery platform>>] App and Your Device any information from other people who are in or near that space, You or those of Your staff; You should use a separate office or other space for participating in the session and/or You or Your staff might wear headphones;

(d) There are potential risks that information over technology that You use for participating in the session include, but are not limited to, the loss of confidentiality and the theft of personal information;

There are potential risks that information over technology that You use for participating in the session include, but are not limited to, the loss of confidentiality and the theft of personal information;

(e) We cannot ensure the security of sessions involving confidential information;

We cannot ensure the security of sessions involving confidential information due to the nature of two way sessions involving confidential information to You;

(f) In any event, it will be Your responsibility to ensure that there is a suitable space for You and Your staff participating in any two way session in order to protect the confidentiality of those staff and the privacy of others in or near that space;

In any event, it will be Your responsibility to ensure that there is a suitable space for You and Your staff participating in any two way session in order to protect the confidentiality of those staff and the privacy of others in or near that space;

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

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

8. Particular communication

You acknowledge and agree to use a Subscription and [at least 48 hours] before You participate in any communication or other remote session aware which might be relevant to that session. We will [discuss with You] if We are unable to accept Your order because of the particular requirement, problem or circumstance. If We do accept Your order, You will need to act in accordance with the terms provided by Us relating to the matter.

You acknowledge and agree to use a Subscription and [at least 48 hours] before You participate in any communication or other remote session aware which might be relevant to that session. We will [discuss with You] if We are unable to accept Your order because of the particular requirement, problem or circumstance. If We do accept Your order, You will need to act in accordance with the terms provided by Us relating to the matter.

9. Our Trainers

Please note that:

(a) Unless We have otherwise agreed, We will in Our discretion decide where a Subscription comprises more than one session.

Unless We have otherwise agreed, We will in Our discretion decide where a Subscription comprises more than one session.

EITHER

[We may assign different Trainers to those sessions, but will endeavour to minimize the changes of Trainer from one session to the next in relation to each Subscription.]

[We may assign different Trainers to those sessions, but will endeavour to minimize the changes of Trainer from one session to the next in relation to each Subscription.]

OR

[We will ensure as far as possible that We assign the same Trainer to those sessions.]

[We will ensure as far as possible that We assign the same Trainer to those sessions.]

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from one session to the

Subscription.]

(b) In any event, the Trainer will be appropriately qualified and/or experienced for that session.

any session will be appropriately [qualified and/or experienced level] for that session.

(c) [Details of qualification and experience of the Trainers who We may or will assign to any session will be available on Our Site.]

the Trainers who We may or will assign to any session will be available on Our Site.]

10. **Your Brief**

Unless You choose to purchase any of the standard sessions available (i.e. content which We have created for clients generally), when We agree with You to plan a training session(s) specifically for You, We will work from Your initial outline of training requirements, and for that purpose We will ask You to complete a training requirements statement in advance of any online training. This statement may be subsequently revised and You may be conducting any further (online or in person) consultation sessions in relation to changes which You or We choose to make, there may be a need for any necessary to comply with laws, standards, codes of conduct

standard sessions which We have created for clients generally), when We agree with You to plan a training session(s) specifically for You, We will work from Your initial outline of training requirements, and for that purpose We will ask You to complete a training requirements statement in advance of any online training. This statement may be subsequently revised and You may be conducting any further (online or in person) consultation sessions in relation to changes which You or We choose to make, there may be a need for any necessary to comply with laws, standards, codes of conduct

11. **Our Services**

Supply and delivery of training
We can provide new or existing training to

and Your staff
to

[any general or particular business, commercial, professional or technical skills, knowledge or experience]

[any general or particular business, commercial, professional or technical skills, knowledge or experience]

[By way of example, Our services include:

training in any of the following:

- [Finance] [Accounting] [Tax]
- [Legal – Corporate] [Legal – Commercial] [Legal – Compliance]
- [Contract management] [Sales & marketing]
- [Management] [Employee relations] [Customer service] [Brand management]
- [Health & safety] [IT] [Human resources]
- [Company secretarial] [Governance]
- [Property management] [Procurement]
- [Quality control]
- [Language tuition] [Office management]

- [Quality control] [Legal – Commercial law] [Compliance] [Sales & marketing]
- [Customer service] [Brand management]
- [Inclusion and cultural awareness]
- [Time management]
- [Leadership] [Project management]
- [Compliance and law] [Purchasing / Procurement]
- [PR/communications] [Foreign exchange]
- [Security]

Consultations with You to design, plan and create training programmes

design, plan and create training programmes

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

(through discussion, explanation, information or advice):

- [Consideration of Your requirements]
- [Review of any material provided]
- [Formulation of Our brief]
- [Suggestion of next steps]
- [[Our Fee proposals for the services that You require]

“Your Brief” above]

[Reporting back to You: After the training session/s, We can report back to You by producing a written report, which can be downloaded from Our website using a password that We provide to You]. It can include an outline of the training programme that We have designed and create or a copy of the final or near final training materials

After the training session/s, We can report back to You by producing a written report, which can be downloaded from Our website using a password that We provide to You]. It can include an outline of the training programme that We have designed and create or a copy of the final or near final training materials

<<insert further detail as appropriate

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Where You or We consider (other than Your or Our staff) in any of the planning, design, or creation or identifying what is needed or relevant to the creation of the training programme for You or Your staff. We may propose who that person is, and whether they are needed or relevant to the creation of the training programme for You or Your staff. We will agree with You in each case whether they will be physically in attendance with You or Us in order to join in person, or whether instead they will participate in the consultation session via the web-conferencing platform. Unless otherwise agreed with You, there will be no additional charges for that person's participation in the consultation session concerning the training programme.

any third party(ies) (other than You) to facilitate planning, design, or creation or identifying what is needed or relevant to the creation of the training programme for You or Your staff. We will agree with You in each case whether they will be physically in attendance with You or Us in order to join in person, or whether instead they will participate in the consultation session via the web-conferencing platform. Unless otherwise agreed with You, there will be no additional charges for that person's participation in the consultation session concerning the training programme.

12. Nature and result of any training programmes

You about training needs or

We will use Our reasonable care and skill, and information, using reasonable care and skill, to plan or design a training programme for You. However, the nature and result of any training programme that We may be limited in how we can provide such advice, suggestions or recommendations. Each case will differ, depending on the particular circumstances.

We will provide appropriate advice, suggestions or recommendations during (or as a follow up to) an online consultation session. We will consider Your training needs, or We will consider or create any programme of training. The nature and result of any consultation session/s is such that We can by those means progress or complete the planning, design or creation. Each case will differ, depending on the particular circumstances.

We will tell You before, during or after the consultation session, if Our view is that We need to see You in person in order to be able to provide such advice, suggestions or recommendations. You in person for that purpose, unless You decline to see Us in person. We will tell You either at Our office or at Your premises, and any such meeting in person at Our office or at Your premises will be subject to Our standard terms and conditions for appointments and to other work and services.

We will tell You before, during or after the consultation session, if Our view is that We need to see You in person in order to be able to provide such advice, suggestions or recommendations. You in person for that purpose, unless You decline to see Us in person. We will tell You either at Our office or at Your premises, and any such meeting in person at Our office or at Your premises will be subject to Our standard terms and conditions for appointments and to other work and services.

We make no warranty or representation about the nature and result of any training programme that We may be limited in how we can provide such advice, suggestions or recommendations. Each case will differ, depending on the particular circumstances.

We make no warranty or representation about the nature and result of any training programme that We may be limited in how we can provide such advice, suggestions or recommendations. Each case will differ, depending on the particular circumstances.

- (a) any, or any particular, information that we receive online with Us; or
- (b) We will carry out the training programme for You, providing those costs for which we are responsible with You is included in the price of the training programme under a separate agreement.

We will undertake that: We will provide such advice, suggestions or recommendations about as a result of You consulting Us. We will provide any services for You other than those provided to You (other than the Paid Content) that We agree to provide, save as We may expressly agree otherwise.

13. Nature and result of a session

provided to You or Your staff

We will use Our reasonable care and skill, and information, using reasonable care and skill, to plan or design a training programme for You. However, the nature and result of any training programme that We may be limited in how we can provide such advice, suggestions or recommendations. Each case will differ, depending on the particular circumstances.

We will provide appropriate advice, suggestions or recommendations during (or as a follow up to) an online training session. We will consider Your training needs, or We will consider or create any programme of training. The nature and result of any consultation session/s is such that We can by those means progress or complete the planning, design or creation. Each case will differ, depending on the particular circumstances.

We will tell You before, during or after the consultation session, if Our view is that We need to see You in person in order to be able to provide such advice, suggestions or recommendations. You in person for that purpose, unless You decline to see Us in person. We will tell You either at Our office or at Your premises, and any such meeting in person at Our office or at Your premises will be subject to Our standard terms and conditions for appointments and to other work and services.

We will tell You before, during or after the consultation session, if Our view is that We need to see You in person in order to be able to provide such advice, suggestions or recommendations. You in person for that purpose, unless You decline to see Us in person. We will tell You either at Our office or at Your premises, and any such meeting in person at Our office or at Your premises will be subject to Our standard terms and conditions for appointments and to other work and services.

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Any such meeting in person or services provided to You (Paid Content) will be subject to person appointments and t

remises, and any work carried out under these Terms of Sale of any ns and conditions applicable to in S.

We make no warranty or re

We have no undertaking that:

- (a) any, or any particular staff taking part in a Content; or
- (b) We will carry out additional to provide may expressly agree

about as a result of You or Your receiving or using any other Paid y services for You other than or Your Subscription, save as We ement.

14. **Miscellaneous**

Number of sessions needed existing package of training designing or creating, alter You specifically, the number agreed with You when you number of sessions will be

Subscription is only for a standard pre- does not necessitate Us planning, n standard pre-existing training for as stated on Our website and as Subscription. In all other cases the eed with You.

Period of a consultation interactive session, it will be period that We agree with You

Where a session is a live two way e.g. 60 >> minutes (or any other a Subscription).

Punctuality: We expect You 5 minutes before the scheduled ready to start on time.

consultation or training session at least t session to ensure that You are

Missing a consultation or for any reason it is solely additional session if necess

you are not available for a session o ensure that You purchase an

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