

Terms & Conditions

1. These terms

These Terms and Conditions apply to the sale of our Course. Please read these Terms and Conditions carefully before purchasing the Course and print off a copy for your record. We will not file or otherwise keep a copy of the contract concluded between you and us and a copy of the concluded contract will not be available from us at a future time and date. By ordering the Course, you are confirming your agreement to be bound by these Terms and Conditions. If you refuse to accept by these Terms and Conditions, you will not be able to order the Course.

We amend these Terms and Conditions from time to time, every time you order a Course from us, the Terms and Conditions in force at the time of your order will apply to the contract between you and us. Please check these Terms and Conditions to ensure you understand the terms which will apply at that time.

2. Information about us and how to contact us

2.1 www.rewildingwithmyhorse.com is operated by Intuitive Horse, a partnership established in England and Wales with our principal place of business at New Coghurst Farm, Ivyhouse lane, Hastings TN35 4NP. We are also a Data Controller registered with the Information Commissioner's Office under number: ZA374438 ('we' or 'us' or 'our').

2.2 You can contact us by telephoning our customer service team at 07825 036 301 or by writing to us at info@intuitivehorse.co.uk

2.3 If we have to contact you, we will do so by e-mail using the email address you provide to us in your order.

3. How we use your personal information

3.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read this policy as it includes important terms which apply to you.

3.2 We will process the information we receive from you or otherwise hold about you in accordance with these Terms and our Privacy Policy, which is compliant with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018. You consent to the use by us of such information in accordance with these Terms and our Privacy Policy. Please take the time to read this policy as it includes important terms which apply to you.

3.3 In the event that you do not wish to receive marketing correspondence from us, a written request or email should be sent to the contact details set out in these Terms.

3.4 On occasion we may conduct online surveys. This is used to gauge our service, collect demographic information and other information that we may find useful. We may share non-personal, aggregated information with third parties. You agree to us using your information in this manner.

4. Definitions

4.1 The following definitions apply to these Terms and Conditions:

Access Date: means the date from which we allow you to access the VLE, the Course and Study Materials following our acceptance of your Order;

Additional Charges: means any amounts payable which are not Fees which we may charge from time to time if applicable;

Confirmation Email: means the email which is sent to you to acknowledge that we received your Order and confirming we have accepted your Order;

Contract: means the contract between you and us to provide the Course to you under these Terms, once we have accepted your Order for the Course;

Course: means an online course purchased by you from us via the Website, for the avoidance of doubt the Course does not have a predetermined start date and is available for study by you immediately following delivery by us;

Fee(s): means the fees payable for the Course as set out on our Website, and shall include any VAT payable but excludes Additional Charges;

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Order: means your offer to purchase the Course from us;

Study Materials: means any learning materials supplied by us to you as part of the Course comprising all information, data, records and materials whether in electronic format or as hard copies, including but not limited to, online study materials, online tutorials and online downloads;

Terms: means these Terms and Conditions;

Year: means the 12 month period beginning on the Access Date;

you: means the individual purchasing the Course;

VLE: the online or virtual learning environment (and other linked systems) through which you can access the Course, the Study Materials and other content made available by us;

Website: means www.rewildingwithmyhorse.com when we use the words “writing” or “written” in Terms and Conditions, this will include emails unless we say otherwise.

5. Ordering Procedure & Our Contract with You

5.1 You may only purchase the Course from us if you are at least 18 years old.

5.2 In order to purchase the Course via the Website you must register for an online account via the Website. If you already have an online account, you can log onto your account using the user name and password that you provided when you registered.

5.3 When you create an account with us, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of these Terms, which may result in immediate termination of your account and the Contract.

5.4 Our Website will guide you through the steps you need to take to place an Order with us. When purchasing the Course via the Website, you can change your Order at any time up to the point at which you click the “Pay Now” button, please take the time to check that the details on the Order are complete and accurate before you submit the Order. Responsibility lies exclusively with you for ensuring the accuracy of the details of your Order and for giving us any necessary information to enable us to successfully deliver the Course to you. If you think that there is a mistake with your Order, please contact us to discuss.

5.5 You are responsible for safeguarding the password that you use to access the Course and for any activities or actions under your password. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

5.6 When you place an Order for the Course you are offering to purchase that Course on these Terms, by placing an Order for the Course through our Website you agree and confirm that: (i) you are legally capable of entering into a

binding contract; (ii) you are at least 18 years old; and (iii) you will be under an obligation to pay the Fee for the Course in that Order.

5.7 Following receipt by us of your Order for the Course you will receive an automated email confirming that your Order has been received by us. Please note that this does not mean that your Order has been accepted, all orders are subject to acceptance by us. Our acceptance of your Order will take place in accordance with Clause 5.8 below.

5.8 A legally binding Contract between you and us for the provision of the Course shall not come into existence until we have accepted your Order to purchase the Course by:

(i) sending you a Confirmation Email accepting your Order which will be effective upon sending it to you at the email address you have provided when you registered on our Website, and

(ii) receiving payment of the Fee for the Course in cleared funds in accordance with Clause 6.

For the avoidance of doubt, the Contract between you and us will only be formed when we send you the Confirmation Email confirming our acceptance of your Order, we will then assign an order number to your Order; it will help us if you can tell us the order number whenever you contact us about your Order.

5.9 Your Order goes into process as soon as we confirm our acceptance by sending you a Confirmation Email, at that point you will be able to access the VLE, the Course and the Study Materials immediately. After we have accepted your Order we are not usually able to make any changes to the Order. If you wish to make a change to the Order please contact us. At our own discretion we may agree to make changes to an order after it has been accepted by us, this may be subject to Additional Charges, the timing of supply or anything else which would be necessary as a result of your requested change.

5.10 Your Order for the Course is personal to you and you will not be permitted to transfer your Order to any other person.

5.11 Except where Courses are sold together by us in one bundle for a single price, where your Order consists of multiple Courses, each individual Course will be treated by us as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Courses will not be an acceptance by us of your offer to purchase any other Courses which make up your Order.

5.12 All Courses displayed or promoted as being available for sale on our Website are subject to availability. If we are unable to accept your Order we will inform you of this in writing and we will not process your Order. If you have already paid for the Order we will refund you the full Fee as soon as possible.

5.13 We reserve the right to decline or cancel your Order at our sole discretion. You expressly agree that we shall not be liable for any losses or damages arising out of such cancellation. We also reserve the right to refuse or cancel your Order if fraud, an unauthorised or illegal transaction is suspected.

5.14 All descriptions, illustrations and information provided on the Website or on other marketing materials are approximate and intended for general guidance purposes only and their accuracy cannot be warranted. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

5.15 All advice and/or recommendation provided by our employees as to your Order, Courses, Fees which is not confirmed in writing by us is followed or acted upon entirely at your own risk. Consequently, we will not be liable for any such unconfirmed advice or recommendation.

6. Payment Terms

6.1 The Fee for the Course at any given time will be displayed on the Website. Fees are quoted in pounds sterling, exclusive of VAT and exclusive of any Additional Charges (if applicable). The Fee including VAT will be shown prior to completion of the online transaction. Any promotions, discounts or special offers displayed will only be applicable for orders placed at the time of such display. The Fee for the Course may change from time to time, but changes will not affect any Order you have already placed.

6.2 Your Order will be confirmed only upon receipt of the Fee in cleared funds by us. The provision of the Course is contingent upon us having received cleared funds from you in respect of the Fee for the Course. All Orders require full payment at point of ordering. You must pay for the Course in advance at the time of your Order. By submitting your Order to us, you are confirming that the payment details provided on your Order are valid and correct. Without prejudice to our rights and remedies under these Terms, if any sum payable is not paid in cleared funds on the date the Course is ordered by you, we reserve the right, forthwith and at our sole discretion, to deactivate your account and refuse you access to the VLE and the Course.

6.3 We accept payment with the payment methods listed on our Website. We accept all major credit and debit cards, you will be asked to supply certain information including your credit card/debit card number, the expiration date of your credit card/debit card, and other relevant information. Rest assured none of your personal or payment details will be shared with any third party – please see our Privacy Policy for further information. We will debit the applicable Fees from your credit card or debit card on or after the day you make an Order for the Course. Credit or debit card details are collected over a secure link and an authorised amount verification is taken immediately. Your Order will be confirmed only upon receipt of the Fee in cleared funds by us and will be subject to acceptance of your Order by us in accordance with Clause 5.8

6.4 You represent and warrant that: (i) you have the legal right to use any credit card/debit card in connection with your Order; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that we are not responsible for any loss or damage arising from the submission of false or inaccurate information.

6.5 We take all reasonable care to ensure that the Fees quoted on our Website are correct at the time when the relevant information was entered onto the system. In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website is incorrect, we will notify you as soon as we reasonably can and give you the option of either continuing to pay the Fees at the correct level or cancelling your Contract. If the correct amount of the Fee is higher than the amount displayed on the Website, we will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your Order of the Course at the increased Fee. If you decide you want to cancel your Order will give you a full refund in respect of any amount you have already paid. If the correct Fee is lower, we will refund you the difference only between the amount which you have paid and the correct Fee payable. If we are unable to contact you using the contact details you provided during the order process, we will treat your Order as cancelled and notify you in writing. Please note that we shall have the right without any liability whatsoever to refuse or cancel any Order that states an incorrect Fee. We shall have the right to refuse or cancel any such Order whether or not the Order has been accepted and you have paid in part or in full. If a payment has already been made and your Order is cancelled (either at your request or by us) because of incorrect Fee, we will issue a full refund of any amount paid.

6.6 The Fee excludes any Additional Charges which shall be payable by you on and when they are due.

6.7 Study Materials supplied by us are made available online to accompany the Course; Study Materials are to be used as an enhancement to the Course. Study Materials are made available to you provided we have received full payment in cleared funds from you in respect of the related Fee for the Course. Ownership of the Study Materials will pass to you on receipt of payment by us in full of the related Fee. Please note that there is no fee paid by you to receive access to Study Materials, therefore no refund for this product is available in any circumstances. We have no responsibility to provide this content to you, to keep this content up to date or to monitor this content.

7. Providing the Course & Your Account

7.1 Description of the Course is available on the Website. Except as set out in the description of the Course on the Website, no additional Study Materials and/or tuition (either online, face to face or classroom) will be provided by us.

7.2 You will be able to access the VLE, the Course and the Study Materials immediately after we have accepted your Order and we have authorised your access. The Course will begin on the date we accept your Order. The completion

date for the Course is as stated on the Website or as told to you during the order process. Unless the Course is cancelled/withdrawn by us or you end the Contract or we end the Contract by written notice to you as described in Clause 8, your access to the VLE, the Course and the Study Materials is for a period of one Year from the Access Date. Your access to the VLE, the Course and the Study Materials will last for a period of one Year from the Access Date and will cease after that, should you wish to extend your access to the VLE, the Course and the Study Materials, this can be negotiated by contacting us and may be subject to you paying Additional Charges. Please be aware we are under no obligation to grant extensions to your access to the VLE, the Course and the Study Materials over and beyond the one Year period commencing from the Access Date.

7.3 If for any reason, you end the Contract or we end the Contract then your access to the VLE, the Course and the Study Materials will be cancelled immediately.

7.4 The receipt of and access to the VLE, the Course and the Study Materials is personal to you and you may not transfer your rights to access the VLE, the Course and the Study Materials to any other person.

7.5 It is your responsibility to ensure you have all necessary access, network connections and equipment to access the VLE, the Study Materials and the Course. You shall check that the computer you plan to use to access the VLE, the Study Materials and the Course is compatible with the minimum specification requirement. You acknowledge and accept that we cannot be held responsible for any technical problems you encounter following the purchase of the Course.

7.6 You may incur charges to your internet service provider while you are accessing the VLE and the Course and/or downloading the Study Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Study Materials. You are responsible to pay these charges.

7.7 If you report a fault to us, we will use reasonable endeavours to provide a solution but we do not guarantee that the technical support provided will resolve your technical problems. We are not obliged to offer you any technical support, any technical support offered and the extent of any such technical support is provided entirely at our discretion.

7.8 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. We will use reasonable endeavours to make the Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. We reserve the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website. You also accept and acknowledge that we cannot be

held responsible for any delay or disruptions to your access to the Course as a result of such suspension or any of the following:

7.9.1 the operation of the internet and the World Wide Web, including but not limited to viruses;

7.9.2 any firewall restrictions that have been placed on your network or the computer you are using to access the Course;

7.9.3 failures of telecommunications links and equipment; or

7.9.4 updated browser issues.

7.9 From time to time, we may make modifications, enhancements or issue clarifications to the Course. We may also update the Study Materials and the VLE content provided that the content shall always match the description that we provided to you before you purchased the Course.

7.10 We may make changes to the Course as they apply to your Order for various reasons including legal and regulatory changes; correcting errors or omissions; or to implement minor technical adjustments and improvements; you will have access to such changes free of charge. If we have to make significant changes to the Course you have purchased after the Contract between you and us has been formed, we will contact you to give you reasonable advance notice of the changes and you will be entitled to end Contract with us if you are not happy with the changes and to a refund in accordance with Clause 8.1.2.

7.11 We may periodically produce Courses covering new material. If a new Course supersedes an existing Course, it will be available for purchase as a new Course. For the avoidance of doubt, purchase of a current Course does not entitle you to have access to future revised Courses as part of the original purchase.

7.12 We may have to suspend the provision of the Course and your access to the Course, the VLE and the Study Materials to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Course to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Course, the VLE content and the Study Materials to correct errors or omissions.

We will contact you in advance to tell you we will be suspending the provision of and your access to the Course unless the problem is urgent or an emergency. You may contact us to end the Contract for the purchased Course if we suspend it, or tell you we are going to suspend it, in each case for a period of more than ninety (90) calendar days and you will be entitled to refund in accordance with Clause 8.1.2.

7.13 Occasionally the provision of the Course and your access to the Website, the Course, the VLE and the Study Materials may be affected by an event outside our control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our control. If the provision of the Course and your access to the Website, the Course, the VLE and the Study Materials is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay and our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you have the right to end the Contract and to a refund you in accordance with Clause 8.1.2.

7.14 During the order process we will require certain information from you so that we can provide the Course to you, the information we require from you will be stated on our Website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information (please note – it is your responsibility to provide complete and correct information), we may either end the Contract or require you to pay Additional Charges of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any delay in providing or for failing to provide our obligations under the Contract if this is caused by you not giving us the information we need and/or complete and correct information.

8. Termination, Cancellation & Refund

8.1 You have the right to end the Contract if we have not fulfilled our obligations:

8.1.1 There is a problem with the Course – If you have any questions or complaints about the Course, please contact us. You can telephone our customer service team at 07825 036 301 or write to us at info@intuitivehorse.co.uk OR New Coghurst Farm, Ivyhouse lane, Hastings TN35 4NP. The Contract between you and us is for the supply of digital content as the Course and Study Materials are provided online via the VLE. The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality. If there is a fault with the Course and the fault can't be fixed within a reasonable time, you're entitled to a refund of the Fees paid subject to deductions. We will refund you the Fees you paid for the Course by the method you used for payment. However, we will deduct from any refund an amount for the supply of the Course for the period for which it was supplied, ending with the time when you told us of the fault. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

8.1.2 Because of something we have done or have told you we are going to do – If you are ending the Contract because:

- (a) we have made a significant change to the Course which you do not agree to;
- (b) we have told you about an error in the Fee of the Course you have ordered and you do not wish to proceed;
- (c) there is a substantial delay in delivering the Course because of events outside our control;
- (d) we have suspended the provision of the Course for technical reasons, or notify you we are going to suspend provision of the Course for technical reasons, in each case for a period of more than ninety (90) calendar days.

If you are ending the Contract for a reason set out at (a) to (d) above the Contract will end immediately and we will refund you in full any Fee you have paid for the Course. Please note that we are not responsible for delays outside our control. If your access to the Course and/or the delivery of the Course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a full refund of the Fees paid. For the avoidance of doubt, a substantial delay is a delay of more than ninety (90) calendar days.

8.1.3 You have changed your mind – Under the Consumer Contracts Regulations 2013 (“Consumer Contracts Regulations”) you may cancel your purchase of the Course within a period of fourteen (14) calendar days (“Cancellation Period”) from the date on which the Contract is concluded subject to exceptions. The Contract between us and you is for the supply of digital content as the Course and Study Materials are provided online via the Website, we will begin providing the Course and you will have access to the Course and Study Materials immediately on the date we accept your Order, and you give us express consent to supply the Course to you during the Cancellation Period.

Under the Consumer Contracts Regulations, where the contract is for the supply of digital content your right to cancel the Contract and obtain any refund is lost if you give express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period. Notwithstanding the above, if you have changed your mind and decide to cancel your purchase of the Course within fourteen (14) calendar days from the day we accept your Order, as a gesture of goodwill, we will refund you the Fees paid for the Course but we will deduct from that refund 25% of the Fees (plus VAT where applicable) since part of the Course has been provided and to cover administration costs we will incur as a result of your ending the Contract. If you have changed your mind and want to cancel your purchase of the Course after the Cancellation Period (after fourteen (14) calendar days from the day we have accepted your Order), no refund will be granted.

8.2 Except as set out in Clause 8.1, in all other cases, if we are not at fault and there is no right to change your mind, you do not have the right to end the Contract and no cancellations will be permitted for the Course. If you do not have any other rights to end the Contract and you tell us you want to end it, the

Contract will end immediately and we will not refund you any Fee paid for the Course.

8.3 For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens' Advice Bureau.

8.4 Subject to Clause 8.1, you must inform us of your decision to cancel your purchase of the Course and end the Contract by using one of the following methods:

- (a) Emailing info@intuitivehorse.co.uk
- (b) Calling on 07825 036 301
- (c) Sending us a completed cancellation form, a template of which is attached to these Terms.

8.5 We may end the Contract at any time by writing to you if: (i) you breach any of these Terms; (ii) we are unable to contact you using the contact details which you provided during the ordering process; (iii) you do not, within a reasonable time of us asking for it, provide us with necessary information. If we end the Contract under this Clause you will not be entitled to and we will not refund you any Fee you have paid for the Course.

8.6 We reserve the right to withdraw at any time Courses advertised for sale on the Website. If we cancel the Course we will write to you to let you know that we are going to stop providing the Course, we will let you know at least one day in advance of us stopping the Course and you will be entitled to a full refund of the Fees paid.

8.7 Upon termination, your account will be deactivated and your right to access the VLE, the Course and Study Materials will immediately cease.

8.8 Where you have the right to a refund, refunds will be made using the same method of payment as you used for the purchase and will be paid within fourteen (14) calendar days of you informing us of the cancellation and termination of the Contract.

8.9 All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Warranties

9.1 We expect you to take reasonable care to verify that the Course will meet your needs. We do not make any commitment to you that you will obtain any particular result from the Course.

9.2 We do not make any representation, guarantee or commitment to you that the Study Materials will be error free.

9.3 We not make any commitment that the Course or the VLE will be compatible with or operate with your software or hardware.

9.4 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

9.5 You warrant that you will not:

9.5.1 copy, reproduce, translate, adapt, vary or modify the Course, the Study Materials or software underlying the Website and/or the VLE, nor communicate them to any third party, without our prior written consent; or

9.5.2 remove, adapt or otherwise tamper with any copyright or trade mark notice, legend or logo which appears as part of the Website and/or the Course.

10. Disclaimer

10.1 Your use of the Course, the VLE content and the Study Materials is at your sole risk. We make no warranties, whether express or implied in relation to the accuracy of any VLE content, the Course and the Study Materials. The VLE content, the Course and the Study Materials are provided on an “as is” and “as available” basis. All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded with regards to the VLE content, the Course and the Study Materials to the extent permitted by law, including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy and completeness.

10.2 We and our licensors do not warrant that: a) the Website, the Course, the VLE content and the Study Materials will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Website, the Course, the VLE content and the Study Materials is free of viruses or other harmful components; or d) the results of using the Website, the Course, the VLE content and the Study Materials will meet your requirements.

10.3 The information provided on or through the Website, the Course, the VLE content and the Study Materials is for educational and informational purposes only and solely as a self-help tool for your own use. We will not accept any responsibility to any party for the use of the Website, the Course, the VLE content and the Study Materials for any purpose other than training for educational and informational purposes only, including but not limited to the giving of advice by you to any third party.

10.4 You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and the Course, the VLE content and the Study Materials and that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences

of your use, or non-use, of any information provided on or through the Website, the Course, the VLE content and the Study Materials and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from the Website, the Course, the VLE content and the Study Materials to your life.

10.5 We cannot predict and we do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through the Website, the Course, the VLE content and the Study Materials.

11. Limitation of liability

11.1 The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

11.2 Except as set out in these Terms, we shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

11.2.1 indirect or consequential losses;

11.2.2 loss of income or revenue;

11.2.3 loss of business;

11.2.4 loss of anticipated savings; or

11.2.5 loss or corruption of data.

11.3 We are not responsible to you for any data that you lose either: (a) as a result of accessing the Website and/or the Course, or (b) as a result of accessing the VLE, or (c) during completion of any Course. It is your responsibility to ensure that you regularly save and back up: (i) all data which you hold on the computer from which you are accessing the Website, the Course and the VLE and (ii) all data that you are inputting when completing the order process and/or the Course.

11.4 Save as otherwise set out in this Clause, our maximum aggregate liability to you for any claims that you may have against us for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Course and the Study Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you.

11.5 As stated in Clause 7.13, we will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

11.6 Each provision in this Clause 11 shall be construed separately as between you and us. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

11.7 You agree to defend, indemnify and hold us harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of: a) your use and access of the Website, the Course, the VLE content and the Study Materials in a way not permitted in these Terms and b) your breach of these Terms.

12. Intellectual property

12.1 At all times, we and/or our licensors, remain the owner of the intellectual property in the Course, the Study Materials and VLE content. No Course and/or Study Materials and/or VLE content, nor any part thereof may be reproduced, stored in a retrieval system or transmitted any form or by any means without our prior written permission.

12.2 In consideration of receipt by us of the Fee, we grant to you a non-exclusive, non-transferable licence to use the Study Materials and VLE content for the sole purpose of studying for the Course.

12.3 Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Course and/or any of the Study Materials or VLE content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Course or create derivative works based on the whole of or any part, or which incorporate, the Course or the Study Materials into any software program.

12.4 Use of the Website, the Course and the Study Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and/or the copyright or other intellectual property rights of our licensors.

13. Links To Other Web Sites

13.1 Our Website may contain links to third-party web sites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party

web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

14. General

14.1 We may update or amend these Terms from time to time to comply with the law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website. When you purchase the Course the terms and conditions in force at the time of that purchase will apply to the contract between you and us.

14.2 These Terms, together with the documents referred to in it, constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of these Terms. In the event of any conflict between these Terms and any other documents referred to in these Terms and/or on the Website, these Terms will override those conflicting provisions in such other documents.

14.3 You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing. We may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at our discretion.

14.4 No relaxation or delay by us in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

14.5 If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.

14.6 Any notices required to be served on you by us under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, set out in these Terms. A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by fax or email is deemed to be given on the day it was sent.

14.7 The agreement between you and us which is compromised in these Terms is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

14.8 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You are entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/odr>.

14.9 These Terms and Conditions, and any other matters arising out of or in relation to these Terms and Conditions, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms and Conditions.