



Terms and Conditions of Website Use

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These and conditions of website use ("Terms") explain how any person accessing the Site or its content (referred to as "you" or "your") may use the Site [and the Services?].

Please read these terms carefully before using the Site or before ordering any of the online courses and other services displayed on the Site ("Services"). By using the Site or ordering any of the Services you indicate that you accept these Terms, regardless of whether you choose to participate in our Services. If you do not agree with or accept any of these Terms, do not use our Site or Services.

By continuing to use our Site or Services, you agree to be bound by these Terms. Please understand that if you refuse to accept any of these Terms, you will not be able to order any Services from our Site.

Access

We reserve the right to prevent or suspend your remove access to the Site and any associated Services in respect of anyone who does not comply with these Terms. We do not guarantee that the Site will be available at all times or that you will have uninterrupted access to the Site. In the event that our Site is unavailable at any time and for any period (for whatever reason) we shall not be liable.

Content

Unless stated otherwise, the intellectual property rights (including copyright, trademarks, domain names, design rights, database rights, patents and other intellectual property rights of any kind whether or not they are registered or unregistered, anywhere in the world) for all material displayed on the Site and/or contained in the online courses and materials accessed via our Site (the "Materials")) are owned by us or our licensors. You may download and print extracts from our Site or from the Materials for your own personal, non-commercial purposes. You should not use any such extracts for any other purposes. Any rights not expressly granted in these Terms are reserved. We and our licensors remain the owners of all intellectual property rights and are free to use them as we, or they, see fit.

No part of our Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any rights not expressly granted in these Terms are reserved. Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site.

The material on our Site is provided on an "as is" basis, without any conditions, warranties, or other terms of any kind. To the maximum extent permitted by law, we provide you with the Site on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these Terms might have an effect with respect to our Site.

The content on our Site is provided for general information only, does not constitute technical, legal or financial advice and is not intended to amount to advice upon which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our Site. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that its content is accurate, complete or up-to-date or free of bugs. Any reliance you may place on the information on the Site is entirely at your own risk.

Third Party Websites

Links to third party websites on our Site are provided solely for your convenience. If you use these links, you leave our website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to by our Site, you do so entirely at your own risk.

Visitor Material and Conduct

Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to our Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate, and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from our website any material that is threatening, defamatory, obscene, or similar. You must have obtained all necessary licences and/or approvals before submitting any information. We reserve the right to remove any material from our Site that we consider, in our absolute discretion, inappropriate or unsuitable.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material to our Site.

Viruses and Security

We do not guarantee that our Site will be secure or free from viruses. You are responsible for the systems, software, and connection you use to access our Site. You should use your own virus protection software. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. Such actions constitute a criminal offence under Manx law, and we will report any such breach to the authorities, co-operate with them and disclose your identity to them.

Privacy

Please refer to our Privacy Policy on our Site for a full copy of our Privacy and Cookie Policy and information on how your personal information will be handled and processed by us.

Liability

To the fullest extent permitted by law, we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with your use of the Site.

We do not exclude or attempt to limit in any way our liability for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, Loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

Linking

You may link to our Site, provided you do so in a way that is fair and does not damage our reputation or improperly take advantage of it.

You will not link to suggest any form of association, approval, or endorsement on our part where none exists; and

You will not use links to frame our Site or any part of it on any other site or otherwise pass off our Site or its content as that of another site.

We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our Site, please contact us

General

We have the right to revise and amend these Terms from time to time. You will be subject to the Terms in force at the time that you access our Site.

If any provision within these Terms is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

No one other than a party to these Terms has any right to enforce any of these Terms.

These Terms (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with Manx law and subject to the exclusive jurisdiction of the Manx Courts.

Purchase of Services Any purchase of Services you make via our Site will be governed by these Terms.

Placing an Order

You may place an order with us through the Site in relation to the Services. We will send you an email acknowledging your order, which will confirm the order details and, in due course, details of how to access the purchased Services. A binding contract will only come into force between us once you have received this acknowledgement email.

Please take the time to read and check your order at each stage of the order process for errors. All orders are subject to availability and we reserve the right to reject any order for any reason. If we reject an order, we will inform you as soon as possible.

Description

The main characteristics of the Services ordered by you will be set out in the web page within our Site describing each specific Service and including a link for ordering the Service. The Services delivered may differ in non-material respects from the information provided on our Site. A description of the Services will be contained in our e-mail to you summarising your order. Please ensure that you review the e-mail summarising your order for the Services to ensure that the Services meet your requirements. If they do not, your cancellation rights are set out below.

Notwithstanding anything else in these Terms, we may make any changes to the specification or design of the Services which are required to conform with any applicable safety, statutory or regulatory requirement, or which do not materially reduce their quality.

Price of the Services

The price(s) of the Services are displayed on our Site at the time you place your order. Unless stated otherwise, all prices stated on our Site are in £ Pound sterling & exclusive of value added tax. All prices are subject to change without prior notice.

Our Site contains a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. We will not be obliged to supply the Services at the incorrect price, even if we have accepted your order. In this instance, you will be contacted and given the option to receive a refund or to pay the corrected price

Payment

We must receive payment in full for all the Services you order before your order can be processed. Payment for the Services will be taken through our third-party payment provider (as we shall nominate from time to time) and the means of payment available are set out during the order process prior to confirmation of your order. Payment will be received by us upon confirmation from such provider that the transaction has been completed.

Cancellation

If you are a consumer, you have legal rights in relation to products and services that are not as described. Advice about your legal rights is available from IOM Government Trading Standards office. Nothing in these Terms will affect those legal rights. In particular, if you are a consumer you have a legal right to cancel a contract.

In the event that you cancel an order for Services, we will calculate any refund which may be due to you. The refund amount will be subject to a deduction of any registration and administration costs incurred between the time of booking and the time of cancellation. You will not be able to cancel an order for any part of the Services once they have been accessed.

If you do not access the Services during the twelve (12) months following the date on which they were ordered, we reserve the right to cancel the order and withdraw your access to such Services. You will not receive a refund if the order is cancelled by us as described in this paragraph.

The Services will be deemed to have been “accessed” when the relevant course is commenced.

We reserve the right to cancel or postpone courses. If a suitable alternative location or date cannot be found for you, a refund will be issued.

We will perform and deliver the Services with reasonable care and skill. We do not give any other representation, warranty or undertaking in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes and do not guarantee any specific results from utilising the Services.

Events 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 an order that is caused by an “Event Outside Our Control”.

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation server failures, software failures, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.