

TERMS OF SERVICE_{v0517}

These are the terms and conditions on which we supply our services, courses, e-books and digital content to consumers.

Please read these terms carefully before you purchase your course. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

PLEASE NOTE AS AN INDIVIDUAL SUBSCRIBER YOU HAVE 14 DAYS AFTER THE START OF YOUR CONTRACT TO CANCEL THIS CONTRACT. HOWEVER, ONCE YOU HAVE STARTED TO USE THE SERVICES UNDER YOUR SUBSCRIPTION, YOU CANNOT CHANGE YOUR MIND, EVEN IF THE PERIOD IS STILL RUNNING. YOU WILL NOT BE ABLE TO CANCEL THIS CONTRACT ONCE YOU START DOWNLOADING OR STREAMING ANY OF THE DIGITAL CONTENT PROVIDED UNDER YOUR SUBSCRIPTION.

IN THIS CONTRACT:

Courses means the specific course you have paid for.

Services means the Website and all of its content (including but not limited to, forums, blogs, courses, e-books, all information, software, text, displays, images, video, audio and the design, selection and arrangement).

Subscription means the specific services that you have requested.

Subscriber means an individual that has the right to access the subscription content after paying the subscription fee.

Website means <http://education.4delta.co.uk>

1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 We are 4Delta Ltd trading as 4Delta Education, a private limited company incorporated in England and Wales, UK with a company number 9373440, whose correspondence office is at: Kingston University, Kingston Business School London, 4Delta Ltd - Kingston NEST Rm 1023, Kingston Hill, Kingston upon Thames, Surrey, KT2 7LB, United Kingdom (“We, Us or Our”).

1.2 You can contact us by:
email enquiries: education@4delta.co.uk

1.3 If we have to contact you we will do so by writing to you at the email address you provided to us.

2. OUR CONTRACT WITH YOU

2.1 Our acceptance of your subscription will take place after you have register onto to a course, at which point a contract will come into existence between you and us.

2.2 If we are unable to accept your subscription request, we will inform you of this and refund you where applicable, using the same method of payment for which you paid the course registration fee.

3. YOUR RIGHTS TO MAKE CHANGES

3.1 In most cases it will not be possible for you to change your subscription. If you contact us stating that you wish to change your subscription, which is at our absolute discretion, we will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the subscription, the timing of supply or anything else which



would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4. OUR RIGHTS TO MAKE CHANGES

4.1 We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

4.2 We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

5. PROVIDING THE SERVICES

5.1 We will supply the services until either the subscription expires or you end the contract as described in clause 6 or we end the contract by written notice to you as described in clause 8.

5.2 If our supply of the services 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 refund for any services you have paid for but not received.

5.3 We may have to suspend the supply of the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services or your subscription as requested by you or notified by us to you.

5.4 We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 2 consecutive days we will adjust your duration access. You may contact us to end the contract for your subscription if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 consecutive days and we will refund any sums you have paid in advance for the services in respect of the percentage content you have viewed after you end the contract.

6. YOUR RIGHTS TO END THE CONTRACT

6.1 Your rights when you end the contract will depend on whether you have accessed the services and how we are performing and when you decide to end the contract:

- (a) If what you have paid for was misdescribed you may have a legal right to end the contract;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 6.2;
- (c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 6.4.

6.2 If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:



- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have requested and you do not wish to proceed;
- (c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 consecutive days; or

6.3 AS AN INDIVIDUAL SUBSCRIBER YOU HAVE 14 DAYS AFTER THE START OF YOUR CONTRACT TO CANCEL THIS CONTRACT. HOWEVER, ONCE YOU HAVE STARTED TO USE THE SERVICES UNDER YOUR SUBSCRIPTION, YOU CANNOT CHANGE YOUR MIND, EVEN IF THE PERIOD IS STILL RUNNING. YOU WILL NOT BE ABLE TO CANCEL THIS CONTRACT ONCE YOU START DOWNLOADING OR STREAMING ANY OF THE DIGITAL CONTENT PROVIDED UNDER YOUR SUBSCRIPTION.

6.4 If you are exercising your right to change your mind (subject to clause 6.3):

- (a) we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the content;
- (b) the refund will be made within 14 days from the day you notify us that you have changed your mind.

7. OUR RIGHTS TO END THE CONTRACT

7.1 We may end the contract at any time by writing to you if:

- (a) if we discover that you are under the age of 18 and using the service without the permission of your parent or legal guardian
- (b) you breach any of the website user or forum terms and conditions
- (c) you allow another person to access the services under your subscription
- (e) you copy or reproduce the digital content under your subscription for any use other than your own personal use;
- (f) you fail to notify us of any unauthorised disclosure, use or copying of digital content by a third party of which you become aware;
- (g) you have provided information required on registration that is not true, accurate or complete in all aspects;
- (e) you impersonate any other person to use a false name or a name that you are not authorised to use.

7.2 If we end the contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8. PRICE AND PAYMENT

8.1 The price of the subscription (which includes V.A.T.) will be the price indicated on the website when you submitted your subscription request. We take all reasonable care to ensure that the price of the subscription advised to you is correct. However, see clause 8.2 for what happens if we discover an error in the price of the product you order.



8.2 It is always possible that, despite our best efforts, some of the services we offer may be incorrectly priced. We will normally check prices before accepting your subscription request so that, where the subscription's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the subscription's correct price at your order date is higher than the price stated on the website, we will contact you for your instructions before we accept your order. If we accept and process your subscription where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

8.4 If you are making an automated subscription online, you can pay by credit or debit card via our Stripe widget. Stripe, Inc. and Wells Fargo Bank, N.A., handles our online credit and debit card transactions in a secure environment. We accept American Express, Visa, Mastercard and Maestro.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us before subscribing.

9.2 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or damage occurred due to the use of third party content.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 We will use the personal information you provide to us:

- (a) to supply services to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

10.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

Please refer to our Privacy and Cookies policy as these also form part of this contract.

11. COMPLAINTS

11.1 We are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received from the 4Delta Education programme, please contact education@4delta.co.uk. Please add a contact number should you wish, any alphanumerical reference provided by us, and details of your concern. Subject to workload we aim to address your concern within one (2) business day.



12. COPYRIGHT AND TRADEMARKS

- 12.1 All materials provided including graphics, code, text products, software, audio, music and design are owned by 4Delta Education or our third party contributors. No content in whole or in part of 4Delta Education may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without our prior written permission. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights, or in the case of material licensed to us, the owner of such materials.
- 12.2 4Delta Education and its associate logos are trademarks of 4Delta Ltd.
- 12.3 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged. Where third party material is used, we clearly identify their ownership. You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 12.4 If you print off, copy or download any part of the Website in breach of these terms and conditions, your right to use our Website will cease immediately and you must return or destroy any copies of the materials you have made.

13. THIRD PARTY PROVIDERS

- 13.1 We use third party providers to create and present our courses. They are leading edge procurement professionals within their fields and have been vetted by us.

14 NO FEE TRIAL

- 14.1 Where we offer a no fee trial this will give you a temporary right to use the subscription Website at no charge during the permissible no fee trial period and in accordance with the Acceptance of these Terms of Service.
- 14.2 The offering of, and length of a no fee trial is at our sole discretion.

15. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY US

- 15.1 You agree fully to compensate for loss sustained, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or the use by any other person accessing the services using your account and/or your personal information.

16. OTHER IMPORTANT TERMS

- 16.1 By entering into this contract you are also agreeing to be bound by our Website User terms, Privacy and Cookies policy <http://education.4delta.co.uk>.
- 16.2 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 16.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. Our agreement is at our absolute discretion.



- 16.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.7 These terms are governed by English law and you can bring legal proceedings in respect of the products in Her Majesty's Courts of Justice of England and Wales.

