

Website Terms and Conditions

Please read these terms and conditions carefully as they contain important information regarding your rights and obligations.

1. Introduction

- 1.1 Please read these terms and conditions carefully before using the website operated by Active Talk Limited ('Active Talk Limited', 'our', 'we' or 'us') (Company Number: 4342601 and VAT number: 7845868).
- 1.2 By clicking on the button marked 'I Accept' at the end of these terms and conditions and/or by using or accessing our website, you agree to be legally bound by these terms and conditions of use as they apply to your use of or access to our website as they may be modified and posted on our website from time to time.
- 1.3 If you do not wish to be bound by these terms and conditions then you may not use our website.

2. Nature of our Website

- 2.1 Our website is a place for you to select and order Learning Products and Compliance or Certification Tests (the 'Products'). Our website describes the Products in more detail.

3. Buying products on our Website

- 3.1 To order a product you will need to follow the ordering procedures set out here. Details of our prices for the Products and the procedures for payment and delivery are displayed on our website.
- 3.2 Any times or dates stated on our website for delivery are estimates only. We will make all reasonable effort to deliver goods within the time specified, but do not accept liability for any failure to deliver within that time.
- 3.3 You must pay by credit or debit card at the time of order. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We try to ensure that our prices displayed on our website are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see clause 3.4 below). We will inform you if a Product's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the product at the correct price. The prices are inclusive of delivery costs and applicable taxes.
- 3.4 We are entitled to refuse any order placed by you. If your order is accepted, we will confirm acceptance to you by online electronic means ('Confirmation') to the e-mail address you have given us on ordering. The order will then be fulfilled by the date set out in the Confirmation or, if the Confirmation does not contain such a date, within 30 days.
- 3.5 You undertake that all details you provide to us for the purpose of purchasing Products which may be offered by us will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any goods or services. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

4. Returns

4.1 You may return any Products you have purchased within 7 working days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing or other durable medium (including e-mail) within those 7 working days. You will then be entitled to a refund from us, which will be paid as soon as possible, but in any event within 30 days. You must arrange for and pay the costs of returning the Products to us – on request, we will collect the Products from you, but the cost of this will be charged to you and we may deduct this from the refund. While in your possession, you must keep any Products you intend to return to us in good condition.

4.2 If:

- the Product delivered is not what you ordered or does not correspond with its description;
- the Product delivered is not of a satisfactory quality; or
- the Product is not fit for any other purpose for which you have bought it and you notified us, in writing, of this purpose before purchase, and we have not informed you that the Product is not fit for that purpose

we will, at our option, deliver to you a replacement Product or refund to you the price paid and your reasonable costs of returning the Products.

4.3 If you have any complaints, you should direct them to us via e-mail at enquiry@activetalk.co.uk or by post at Active Talk Limited, Britannia House, 45-53 Prince of Wales Road, Norwich, NR1 1BL, United Kingdom.

5. Modifications to Website

5.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, and/or the sale of new Products and/or the release of new software tools or resources shall be subject to these terms and conditions.

6. Information you provide to us

6.1 The following applies to any information you provide to us, for example during any registration or ordering process:

- You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our 'Partner Companies').
- If you obtain or choose to buy Products through our website then we may collect information about your buying behaviour and if you send us personal correspondence such as e-mails or letters or post reviews or other messages on the bulletin boards or in the chat areas then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy policy shall be known as 'the Purposes'). All such information collected by us shall be referred to in these terms and conditions as 'Personal Information'.
- You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and

other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.

6.2 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should e-mail us at enquiry@activetalk.co.uk

6.3 In addition, the following also applies to all messages, e-mails, bulletin boards postings, ideas, suggestions, concepts or other material submitted by you to us ('Content'):

- you must own or have the right to submit Content for publication on our website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards and/or codes of practice;
- you must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful;
- you must ensure that the Content does not advertise or otherwise solicit for funds or is a solicitation for goods or services; and
- we have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming e-mails and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.

6.4 You grant us a non-exclusive, irrevocable, royalty free, worldwide licence to publish all Content that you submit to us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us.

6.5 You warrant and undertake that you will not use our website for any purpose that is illegal or prohibited by these terms and conditions, including without limitation the posting or transmitting of any libellous, defamatory, inflammatory or obscene material. If you breach these terms and conditions then your permission to use this website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these terms and conditions.

7. Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, e-mail verification and password that may be given to you or selected by you for use on our website. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

8. Applicability of online materials

8.1 Unless otherwise specified all content and materials published on our website are presented solely for your private, personal and non-commercial use.

- 8.2 We have used our reasonable endeavours to ensure that our website complies with UK laws. However, we make no representations that the materials on our website are appropriate or available for use in locations outside the UK. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our website and/or viewing of it, or use of any material or content on our website or services, or products offered through our website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use our website and you must exit immediately.
- 8.3 We make no representations and give no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. We accept no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

9. Copyright and monitoring

The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is in our name, its affiliates or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of placing an order with us or using our website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

10. Linked sites

We make no representations whatsoever about any other websites which you may access through our website or which may link to our website. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accepts any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

11. Availability of our Website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

12. Liability

12.1 We promise that for any Product you purchase from our website:

- we have the right to sell the Product to you;
- the Product will correspond with the description we have given to you;

We also promise that any service we provide to you will be provided with reasonable skill and care.

We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), our website or any information or service provided through our website.

We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it.

12.2 We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these terms and conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

12.3 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

12.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

12.5 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

13. General

13.1 We may assign, transfer, novate or subcontract any or all of our rights and obligations under these terms and conditions at any time.

13.2 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.

13.3 These terms and conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by us or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms

and conditions, privacy policy, order form and payment method instructions.

- 13.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
- 13.5 These terms and conditions and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.
- 13.6 Except in respect of a payment obligation, neither you nor will we be held liable for any failure to perform any obligation to the other due to causes beyond your or Company Name's respective reasonable control.
- 13.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.
- 13.8 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. Notices

14.1 All notices shall be given:

to us via e-mail at enquiry@activetalk.co.uk or by post at Active Talk Limited, Britannia House, 45-53 Prince of Wales Road, Norwich, NR1 1BL, United Kingdom.

or

to you at either the e-mail or postal address you provide during any ordering process.

Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

15. Replacement

These terms and conditions replace all other terms and conditions previously applicable to the use of our website and/or sale of the Products.

(Note: On our check-out page the buyer will be required to tick a check-box to state that they have read and understood the terms and conditions.)