

# Online Training download terms and conditions

## 1. Introduction

- 1.1 These terms and conditions shall govern the sale and supply of downloadable online training through our website, and the use of that training.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 1.3 Any statutory rights that you may have as a consumer are not affected by these terms and conditions.

## 2. Interpretation

- 2.1 In these terms and conditions:
  - (a) "we" means JMS Professional Services Ltd (and "us and "our" should be construed accordingly);
  - (b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);
  - (c) "Online Training" means those online training licences that are available for purchase via our website; and
  - (d) "your online training" means any such licences that you have purchased through our website (including any enhanced or upgraded version of the online training that we may make available to you from time to time).

## 3. Order process

- 3.1 The advertising of online training on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to purchase online training from us, the following steps must be taken: you must add the online training you wish to purchase to your shopping cart or select 'Buy Now', and then proceed to the checkout; you must then enter your billing and delivery detail, you must consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.
  - 3.3.1 An alternative method of entering into a contract with us is via raised invoice. The following steps must be taken: you must enquire with us about the provision of online training; you will indicate how many licences you wish to purchase; we will confirm by email the number of licences you wish to

purchase and the price of those licences; we will send you a copy of these terms, you will complete an order form for online training licences and indicate your acceptance of our terms; we will raise an invoice; you will pay the invoice by any valid method of payment our payment services provider accepts; upon payment being made we will provide you with licence codes to access the online training by email.

3.3.2 Regulation 11(1)(a) of the Electronic Commerce (EC Directive) Regulations 2002 applies to these terms where you are not a consumer within the meaning of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.4 You will have the opportunity to identify and correct input errors prior to making your order.

#### **4. Prices**

4.1 Our prices are quoted on our website.

4.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

4.3 All amounts stated in these terms and conditions or on our website are stated without VAT as we are not VAT registered.

#### **5. Payments**

5.1 You must, during the checkout process, pay the prices of the Online Training Licences you order.

5.2 Payments may be made by any of the permitted methods specified on our website from time to time.

#### **6. Licensing of Online Training**

6.1 We will supply your online training licences to you in the format or formats specified on our website, and by such means and within such periods as are specified on our website. By agreeing to these terms you are agreeing to an immediate download of the Online Training upon payment.

6.2 Subject to your payment of the applicable price and compliance with these terms and conditions, we grant to you a worldwide, non-exclusive, non-transferable licence for a period of 12 months to make any use of your online training licence permitted by Section 6.3, providing that you must not in any circumstances make any use of your ebooks that is prohibited by Section 6.4.

6.3 The "permitted uses" of your online training licences are:

- (a) accessing the online training via our learning management system;
- (b) viewing and completing your online training on desktop, laptop or notebook computers;

- (c) viewing and completing your online training on smartphones, tablet computers or similar mobile devices; and
- (d) printing a single copy of your online training solely for your own use.

6.4 The "prohibited uses" of your downloads are:

- (a) the publication, sale, licensing, sub-licensing, renting, transferring, transmission, broadcasting, distribution or redistribution of any online training (or part thereof) in any format;
- (b) the editing, modification, adaptation or alteration of any online training (or part thereof), and the creation of any derivative work incorporating any download (or part thereof);
- (c) the use of any online training (or part thereof) in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
- (d) the use of any online training (or part thereof) to compete with us, whether directly or indirectly;
- (e) any commercial use of any online training (or part thereof); and
- (f) the circumvention or removal of, or any attempt to circumvent or remove, the technological measures applied to any online training for the purpose of preventing unauthorised use.

6.5 You warrant to us that you have access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of your online training.

6.6 All intellectual property rights and other rights in the online training not expressly granted by these terms and conditions are hereby reserved.

6.7 You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any online training or online training licence.

6.8 The rights granted to you in these terms and conditions are personal to you, and you must not permit any third party to exercise these rights.

6.9 If you breach any provision of these terms and conditions, then the licence set out in this Section 6 will be automatically terminated upon such breach.

6.10 You may terminate the licence set out in this Section 6 by deleting all copies of the relevant online training in your possession or control.

6.11 Upon the termination of a licence under this Section 6, you must, if you have not previously done so, promptly and irrevocably delete from your computer systems and other electronic devices all copies of the relevant online training in your possession or control, and permanently destroy any other copies of the relevant online training in your possession or control.

## **7. Guarantee: cancellation right for all customers**

- 7.1 This Section 7 applies to all our customers that purchase any online training licence under these terms and conditions.
- 7.2 If, within 14 days following the purchase of any online training licence, you notify us in writing that you require a refund and confirm to us in writing that have irreversibly deleted all the relevant files and derivatives thereof:
- (a) we will promptly refund the corresponding payment to you;
  - (b) your licence to use the online training will automatically terminate, subject to the express terms of this Section 7.
- 7.3 The guarantee set out in this Section 7 is subject to the following limitations:
- (a) the rights under this Section 7 may only be exercised by a customer in relation to one purchase in each calendar year; and
  - (b) we reserve the right not to provide a refund under this Section 7 if we reasonably suspect that the refund request amounts to an abuse of this guarantee;
  - (c) you have accessed the online training during that 14 day period and undertaken part or all of the training or accessed part or all of the content of the online training.
- 7.4 We will usually refund money using the same method used to make the payment.
- 7.5 Any statutory rights that you may have as a consumer are not affected by these terms and conditions.

## **8. Distance contracts: cancellation right for consumers**

- 8.1 This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 8.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:
- (a) beginning upon the submission of your offer; and
  - (b) ending at the end of 14 days after the day on which the contract is entered into,
- subject to Section 8.3. You do not have to give any reason for your withdrawal or cancellation.
- 8.3 You agree that we may begin the provision of online training before the expiry of the period referred to in Section 8.2, and you acknowledge that, if

we do begin the provision of online training before the end of that period, you will lose the right to cancel referred to in Section 8.2.

- 8.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 8.5 If you cancel an order on the basis described in this Section 8, you will receive a full refund of the amount you paid to us in respect of the order.
- 8.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 8.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 8 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

## **9. Warranties and representations**

- 9.1 You warrant and represent to us that:
  - (a) you are legally capable of entering into binding contracts;
  - (b) you have full authority, power and capacity to agree to these terms and conditions; and
  - (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.
- 9.2 We warrant to you that your online training will be supplied to you with reasonable care and skill and will be of satisfactory quality.
- 9.3 All of our warranties and representations relating to online training licences are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

## **10. Limitations and exclusions of liability**

- 10.1 Nothing in these terms and conditions will:
  - (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;

- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.5 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.5 shall not apply.

10.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.6 shall not apply.

10.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

10.8 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:

- (a) the total amount paid and payable to us under the contract.

## **11. Variation**

11.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

11.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

## **12. Assignment**

12.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

12.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **13. No waivers**

13.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

13.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

## **14. Severability**

14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

14.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **15. Third party rights**

15.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

15.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **16. Entire agreement**

16.1 Subject to Section 10.1, these terms and conditions shall constitute the entire agreement between you and us in relation to the sale and purchase of our downloads and the use of those downloads, and shall supersede all previous agreements between you and us in relation to the sale and purchase of our downloads and the use of those downloads.

## **17. Law and jurisdiction**

17.1 These terms and conditions shall be governed by and construed in accordance with English law.

17.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **18. Statutory and regulatory disclosures**

18.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

18.2 These terms and conditions are available in the English language only.

18.3 We are not VAT registered.

## **19. Our details**

19.1 This website is owned and operated by JMS Professional Services Ltd.

19.2 We are registered in England and Wales under registration number 14969986, and our registered office is at 86-90 Paul Street, London, EC2A 4NE.

19.3 Our principal place of business is at 86-90 Paul Street, London, EC2A 4NE.

19.4 You can contact us:

- (a) by post, to the postal address given above;
- (b) using our website contact form at [www.homicidetimeline.co.uk/enquiry-form.php](http://www.homicidetimeline.co.uk/enquiry-form.php);
- (c) by telephone, on 07835 537096; or
- (d) by email, using info@homicidetimeline.com