

TrainX Limited Terms and Conditions - effective from 24th May 2018 (Version 1.3 24-05-2018)

General Introduction

TrainX Limited provides Training and Certification Products and Services to businesses and to private individuals.

This document first lists the Consumer orientated terms and conditions, followed by the Business ones.

Section One: Business to Consumer (B2C)

Notice for Consumers (Private Purchasers)

For private individuals (referred to as "B2C" - Business to Consumer), the statutes are substantially different than for "B2B" - Business to Business transactions and for "B2C" (Private Purchasers) the following apply:

- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- The Consumer Rights Act 2015

The rules wholly replace the equivalent statements in "B2B" Terms and Conditions described later in this document. For all areas not covered by the listed Acts, the Terms and Conditions revert to those for "B2B".

TrainX provide options (E.g. via our "Web Shop" or via email or telephone discussion) to purchase Services and Products online and in this case the further protections for a "distance or off-premises sale" apply - a key aspect is that such sales have a **14 day "cooling off" period** which the Purchaser may choose to waive.

The details below are based on the requirements described at: www.gov.uk/online-and-distance-selling-for-businesses/online-selling

TrainX's Obligations BEFORE an Order is Placed

NB The UK Government guidance statements are shown in *italic* and our response directly below.

Make it clear to customers they have to pay when they place an order (for example, a 'pay now'

button)

For our "Web Shop" you'll be given a summary of the Product(s) and or Service(s) prior to a clear set of steps where you complete the order and make payment, which is actioned by the "Complete Order" button.

For telephone orders we still provide an online payment link via email with a clear confirmation that payment is to be made immediately and is actioned via a confirmation button. For BACS payments, the customer will initiate payment from their own device and have full details from the quote and invoice documentation emailed to them

Display clearly how customers can pay and include delivery options and costs

Our "Web Shop" lists options for credit and debit cards and services such as PayPal. BACS is also possible – see our "Contact Page" for details.

Delivery options and costs are clearly itemised on the "Web Shop" where applicable though most "Products" and "Services" are either downloaded, accessed online or physically provided at the training centre so in general there is no requirement for physical delivery methods such as post

List the steps involved in a customer placing an order

Our "Web Shop" guides you through the steps. Guidance for telephone and email orders is provided on our "Contact Page" and is also included on Quotation and Invoice documentation which is emailed to the Purchaser

Take reasonable steps to let customers correct errors in their order

The "Web Shop" allows you to modify details or cancel at each step. We provide a summary email upon receipt of your order and for errors realised after sending your order, simply contact us

Let customers know what languages are available

We provide details in English and our Products and Services generally require English. We are happy to work with a translation service should this be required

Make sure customers can store and reproduce your terms and conditions, for example these can be downloaded and printed off

A link for the terms and conditions is provided below, they are emailed to the Purchaser once an order is confirmed and they are also available on request

Give your email address

All business details are available on our "Contact Us" page and are provided via email on quotations, invoices and order confirmations

Give your VAT number (if your business is registered for VAT)

All business details are available on our "Contact Us" page.

Give the cost of using phone lines or other communication to complete the contract where it will cost more than the basic rate

Generally all transactions can be completed from the "Web Shop" or via email. Our phone line operates at the standard UK landline rate

Give a description of your goods, services or digital content - include as much information as you can

The Website provides full details of all the Products and Services. To discuss any aspect of these, simply contact us.

Give the total price or how this will be calculated

Our Website prices generally include UK VAT within the presented price. All calculations are shown during use of the "Web Shop" or on quotations and invoices for orders taken over the phone or via email.

Give the total delivery cost or how this will be calculated

Generally there are no delivery costs however, when required these are clearly presented during use of the "Web Shop" or on quotations and invoices

Tell them the minimum length of their contract

Our Services and Products do not presently include contract or subscription periods as they are for discrete items and services such as a training course or certification practise test

Give any conditions for ending rolling contracts or contracts with no clear end date

Our Services and Products do not presently include contracts as they are for discrete items and services such as a training course or certification practise test

TrainX's Obligations BEFORE an Order is Placed: Additional Obligations for Downloads and Streaming Services

NB The UK Government guidance statements are shown in *italic* and our response directly below.

Get the customer to confirm before they download or stream content that they are aware they'll

lose their 14 day right to cancel

By default TrainX (and any other provider) are required to wait for 14 days before commencing delivery. In practice most purchasers will require downloads and streaming services relatively immediately. We clearly indicate this on the pages that utilise "BUY NOW" buttons and ensure that any purchasers making telephone orders are clearly informed and receive an email including a statement about their right to cancel and how this is waived if their requirement is for an immediate download or immediate streaming service access

Get the customer to agree to an instant download before they start the download

We provide clear instruction that a Purchaser using a "Pay Now" or equivalent button requires virtually immediate access to the Product or Service. In practice all of TrainX's Download and Streaming Service products require manual actions at TrainX's side due to their special nature and cannot be automated. Within the time-frame described on our website we'll provide an email response requiring confirmation by the Purchaser to ensure confirmation of their intention to bypass the 14 day "cooling off" period

Include this information in your confirmation of the contract, along with the other pre-contract information

We provide an email response with full details of the Product and/or Service and it's related contract details upon receipt of an order

TrainX's Obligations AFTER an Order is Placed

NB The UK Government guidance statements are shown in *italic* and our response directly below.

Confirm the contract as soon as possible and no later than when goods are delivered, a service starts or digital content is downloaded (for example, an email must be sent when content is downloaded even if it doesn't arrive at the same time)

Upon confirmation of the contract, TrainX email full details of the Product and/or Service and include the contract. Any particular details of how to access the Product or Service are also included

Provide a copy of the contract on paper, by email or another format the customer can save for future reference

Full details of the contract are supplied by email and are kept available for resending upon the Purchaser's request

Deliver the goods within 30 days, unless you've agreed otherwise with the customer

For Downloads and Streaming Services, these are provided within the time specified on the relevant webpage for the particular Product or Service. This will include a delay to meet the

14 day "Cooling Off" period unless this is waived by the Purchaser. Training event purchases will typically be tied in with a particular event which may be outside of the 14 day period. For events delivered within or partially within the 14 day period, the above listed Acts describe the payment rules for whole and partial delivery

Section Two: Business to Business (B2B)

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- "TrainX" means TrainX Ltd.
- "B2C" means Business to Consumer and is relevant where transactions are conducted with consumers as the end-users of Services and Products.
- "B2B" means Business to Business and is relevant where transactions are conducted with businesses as the end-users of Services and Products.
- The "Client" means the person, company or other legal entity identified as providing a request to TrainX to supply Services.
- "Services" means the goods or services to be provided by TrainX to the Client under the terms of the contract and "Services" shall be construed accordingly.
- "Confirmation Date" means the date when all the following apply:
 - A request to supply Services has been received from the Client by TrainX
 - TrainX has confirmed to the Client that the course or other Services requested are available and the price is correct.
 - Payment has been received or alternative payment method agreed.
- "Contract" means the contract between TrainX and the Client under which the Services are to be supplied by TrainX to the Client.
- "Training Provider" means the company delivering a course when this is not TrainX.
- "Working Day" means every day of the week apart from Saturday, Sunday and statutory holidays. "Month" means a calendar month. "Week" means seven consecutive days.
- "Intellectual Property" includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

2. Prices

The price payable for the Services shall be the list price of TrainX at the Confirmation Date unless otherwise stated.

TrainX reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

Prices are inclusive of Value Added Tax and this will be charged at the appropriate rate.

3. Terms of Payment

Where the Services relate to the provision of a training course, payment by cheque, credit card, debit card or bank transfer is required no later than 25 Working Days before the course start date. Special arrangements may be separately agreed in the case of late bookings.

Where Services involve other services or goods, payment is required 5 Working Days prior to delivery or as otherwise agreed in writing.

TrainX is entitled to charge interest at 2% per Month or part thereof on overdue payments.

Where pre-agreed by TrainX payment may be agreed by Purchase Order (from a company based within the UK only). Where payment by Purchase Order is agreed these Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by TrainX whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by TrainX in writing.

Where agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

4. Training Courses

TrainX provides training in conjunction with selected Training Providers. To the best knowledge of TrainX these Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. TrainX reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the TrainX website is for general guidance and does not form any part of a contract. Please contact TrainX before making any travel or accommodation arrangements as TrainX will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

TrainX will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, TrainX and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

5. Course Duration

Course durations for classroom events and access periods for eLearning products are clearly stated on the website.

All classroom-based courses are run on working days only, unless otherwise stated. On the rare occasion where a training event duration spans a weekend the course will continue the following week. For example, if a 3 day training event commences on a Friday then the remaining 2 days of training will take place on the following Monday and Tuesday.

6. Cancellation, Transfers and Substitutions with respect to Training Courses

TrainX reserves the right to cancel or arrange an alternative date for a course. In such circumstances TrainX will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation the Client will be entitled to a full refund of the course fee but TrainX shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying TrainX in writing by acknowledged email or by recorded delivery as soon as reasonably practicable. The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

Public Scheduled Courses

Days Notice Given	Proportion of Course Fee Payable
0 - 15 Working Days	100%
16 - 25 Working Days	50%

Single Client and Onsite Courses

Days Notice Given	Proportion of Course Fee Payable
0 - 25 Working Days	100%

In the event that the delegate is unable to attend the course booked TrainX will endeavour to transfer the delegate to an alternative course. If this is requested 26 or more Working Days from the start date of the original course then the only charges applicable will be any difference in course price. If a transfer is requested within 26 Working Days then the cancellation fee above shall be payable.

TrainX will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course.

For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included as a Public Scheduled Course and upon course materials and access to E-Learning being provided to the Client 100% of the Course Fee is payable in the event of any cancellation

7. Credit Rating

TrainX reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

8. Liability

TrainX' total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

TrainX shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings. All vouchers, such as those for certification bodies, courseware access and similar are provided in good faith and TrainX shall not be liable for early termination or changes of service by the issuing parties and TrainX will not be responsible for extending the duration or other criteria of such beyond that of the original issue and in any event, never passed 12 months or the initial stated validity period, whichever is lesser.

9. Force Majeure

TrainX shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If TrainX is unable to perform its duties and obligations under this contract as a direct result of one or more such causes TrainX shall give written notice to the Client of such inability stating the cause in question.

10. Data Protection and Confidentiality

The policy of TrainX with respect to data protection is detailed in these Terms and Conditions and its Privacy Notice which should be read in conjunction with these terms and conditions of contract.

Where Services are certified training courses, the Client consents to allow TrainX full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate effectiveness of training and to assist TrainX in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it TrainX, its Training Provider or others.

Where Services are distance learning products then the Client shall abide by all reasonable terms of any licence agreement applicable.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of TrainX. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify TrainX against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

11. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by TrainX or its Training Providers shall be subject to correction without any liability on the part of TrainX.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of TrainX.

TrainX may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of TrainX or its Training Providers.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

12. Company Information

Registered in England and Wales Company Number: **10819046**