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TRAINING COURSE TERMS AND CONDITIONS

LAST UPDATED: 27/03/2023

FOR OUR COURSE

In these terms, we also refer to Alcedo Conservation Ltd, company number 14370493 with registered office at Thomas & Ellis, 31 Silver Street, Wiltshire, Bradford On Avon, England, BA15 1JX as "**Alcedo**", "**our**", "**we**", or "**us**".

And you are you!

What are these terms about?

These terms apply when you sign up for one of our online courses through our website, being [https://alcedoconservation.com/] and any other websites we operate with the same domain name and a different extension (**Website**).

YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that after entering into a contract for services, in most cases, you can *cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used*.

The *Consumer Rights Act 2015 says:*

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

If you are signing up for an Online Course that is due to commence within 14 days: by accepting these terms, you are providing Alcedo with your express consent to commence providing the Online Course within the 14 day cooling off period, and therefore understand that you will forfeit your right to cancel the services provided during this period. For more information regarding your statutory right to cancel and 14 day cooling off period, please refer to clause 7 of these terms.

Key Words used in these terms

To make it easier for you to understand the terms on which we provide, and you use, the Online Course, we've tried to keep these terms of use (**terms**) as simple as possible by using plain English.

When we say "**Online Course**" in these terms, we mean our online courses designed to introduce you to principles and tools of the Conservation Standards, which help teams design, implement, monitor, and adapt conservation projects to improve their efficiency and effectiveness and any of the services provided during the Online Course, including access to our video content and associated materials (**Services**).

We've also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

Acceptance of these terms

Before you enrol for our Online Course, or otherwise engage with the Online Course, please carefully read these terms. If you don't agree to these terms, please don't apply for and/or enrol in the Online Course. By clicking "accept" when you submit an application for an Online Course, create an account, or otherwise proceed to engage with the Online Course, you agree to be bound by these terms.

1 ENROLLING FOR THE ONLINE COURSE

1.1 APPLICATION

(a) Before signing up for an Online Course, you will need to submit an application (**Application**) to us.

(b) As part of the Application process, you will need to submit information via our online form on our Website including your name, email address, organisation, job title, country of residence, desired course dates, short biography, and other information as required by us from time to time.

(c) We reserve the right to accept or reject an Application in our absolute discretion, and we do not have to provide you with reasons for any rejection.

1.2 SIGNING UP WITH AN ACCOUNT

(a) Once you have been accepted to the Online Course, you may need to create an account (**Account**) and pay the Fees (as defined in clause **Error! Reference source not found.**).

(b) By creating an Account, paying the Fees or otherwise accessing the Online Course (**Course Enrolment**) you represent and warrant that:

(i) you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and

(ii) you are authorised to use the debit or credit card you provide for your Course Enrolment.

(c) Enrolling in the Online Course constitutes your acceptance to enter into a contract with us under these terms, where we will provide you with the Online Course you have ordered in exchange for your payment of the total Fees, to be paid in accordance with clause 5.

(d) These terms are not agreed between you and us until we have approved your payment of the Fees and you receive an email from us confirming that your Course Enrolment has been accepted.

1.3 BURSARIES

(a) From time to time, we may offer a bursary to participants of our courses (**Bursary**).

(b) A Bursary will offer the selected participant a discount on the Fees. The discount will be set by us at our sole discretion.

(c) To be eligible for a Bursary, you must provide us with a 100 - 200 word essay outlining why we should offer you a Bursary.

(d) We reserve the right to accept or reject any application for a Bursary in our absolute discretion, and we are not required to provide you with our reasons for any rejection.

2 OUR COURSE

2.1 GENERAL

(a) The Online Course is designed to teach you about the principles and tools of the Conservation Standards, which help teams design, implement, monitor, and adapt conservation projects to improve their efficiency and effectiveness.

(b) We will endeavour to ensure that the Online Courses provided will be substantially the same as the Online Course as described on our Website.

(c) Once we have received payment of the Fees you will be granted access to your Account and any pre-course materials (if applicable).

(d) You are responsible for managing your Account and ensuring that you only access and engage with the Online Course in an appropriate manner.

2.2 LIVE SESSIONS

(a) The Online Course sessions (**Sessions**) will be held at the times specified in the course enrolment information provided to you when you we confirm your enrolment (**Times**), via a video conferencing platform, currently Zoom.

(b) It is your responsibility to ensure that you attend the Sessions at the Times as agreed.

(c) You acknowledge and agree that Sessions are not recorded.

(d) You must not behave in a manner that could be taken to threaten, bully, harass, intimidate or otherwise offend any other participant of the Online Course.

2.3 FAILURE TO ATTEND SESSIONS

(a) If you cannot attend a Session, you must provide Alcedo with at least 24 hours notice.

(b) If you miss a Session:

(i) you are required to catch-up by reviewing the materials uploaded for that particular Session; and/or

(ii) Alcedo may, in its absolute discretion, offer a ½ hour catch-up Session.

3 YOUR OBLIGATIONS

(a) (**Timing**) It is your responsibility to ensure you attend a Session at the agreed time. The Session will end at the scheduled time, regardless of whether or not you attend on time.

(b) (**Third Party Platform**) A Session may occur via a third party application, currently Zoom, Miro or Miradi (**Third Party Platform**), which we will notify you of through the Website and/or your Account. We recommend downloading the Third Party Platform prior to the session's scheduled start time. By participating in a Session you agree to the Third Party Platform's terms and conditions and privacy policies:

(i) Zoom: terms & conditions: https://explore.zoom.us/en/terms/ ; privacy policy https://explore.zoom.us/en/privacy/

(ii) Miro: terms & conditions: https://miro.com/legal/terms-of-service/ ; privacy policy: https://miro.com/legal/privacy-policy/

(iii) Miradi: terms & conditions: https://help.miradishare.org/hc/en-us/articles/8251836815387-End-User-License-Agreement-v-7-2022 ; privacy policy: https://help.miradishare.org/hc/en-us/articles/7796860881947

(c) (**Third Party Platform Issues**) Any technical or other issues with the Third Party Platform should be directed to the Third Party Platform to troubleshoot the issue. We will not be liable for any loss or damage suffered as a result of or in connection with issues experienced on the Third Party Platform.

(d) (**No Recording Sessions**) You must not make any audio or video recording of any part of any Session, unless otherwise agreed by us in writing.

4 YOUR ACCOUNT AND LICENCE

(a) Your access to your Account will be valid from the date of your Course Enrolment until 3 months after the date the course finishes for the core materials of the Online Course, unless otherwise agreed in writing (**Course Term**).

(b) You are granted a limited licence to use the Online Course for your own personal, non-commercial purposes during the Course Term.

(c) You must not give access to your Account to any other person.

(d) We will only revoke your licence and terminate your Account if we suspect, for any reason, in our sole discretion, that you are misusing the licence, for example by distributing the Online Course to other people or giving access to your Account to other people, you are making commercial use of or infringing our intellectual property rights in the Online Courses, or if you do not comply with these terms. In the event your license is revoked, and your Account is terminated, you will not be entitled to a refund of the Fees.

5 PAYMENT

(a) (**Fees**) The fees for an Online Course must be paid in the amounts, by the method and at the times set out in an invoice, or otherwise in full prior to the commencement of the Online Course (**Fees**).

(b) (**Invoices**) Unless otherwise agreed in writing, if Alcedo issues an invoice to you for the Fees, payment must be made by the time(s) specified in such invoice.

(c) (**VAT**) Unless otherwise indicated, amounts stated on the Website do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice to you.

(d) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payment of the Fees for Online Courses. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your Fees.

(e) (**Pricing errors**) In the event that we discover an error or inaccuracy in the Fees for your Course Enrolment, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of enrolling in the Online Course at the correct Fees or cancelling your Course Enrolment. If you choose to cancel your Course Enrolment and the Fees have already been debited, the full amount will be credited back to your original method of payment.

6 OUR PERSONNEL

We reserve the right to change the personnel that are conducting the Sessions at any point throughout the Term.

7 CANCELLATION

7.1 RIGHT TO CANCEL

(a) You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e., the work is completed) during this period. This is further explained in clauses 7.1(d) and 7.1(e) below.

(b) The cancellation period will expire after 14 days from the day you enter into a contract with us.

(c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us, for example by emailing us using the contact details available on our website or by using our model cancellation form available here. You are not obliged to use the model cancellation form.

(d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

(e) If the Online Course is due to start within 14 days from signing up to these terms, you acknowledge and agree that by accepting these terms:

(i) you are providing your express consent for Alcedo to start providing the Services within the 14 day cancellation period; and

(ii) you will lose your right to cancel this contract once the services are fully performed (i.e., the work is completed).

(f) This means that if you commence the Online Course during the cancellation period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

(g) This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 12 below.

7.2 EFFECTS OF CANCELLATION

(a) If you cancel this contract, we will reimburse to you all payments received from you, unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

(i) for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

(ii) the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e. the work was completed) during the cancellation period.

(iii) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

(b) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7.3 WITHDRAWAL

(a) Subject to clause 7.1, once we confirm your Course Enrolment, your Course Enrolment is binding and cannot be changed by you.

(b) Due to the nature of the materials, we do not offer change of mind refunds. We may however at our sole discretion offer a full or partial refund.

(c) If you wish to withdraw from the Online Course (for whatever reason), we may in our absolute discretion offer you credit to be used in a different Online Course at a later time.

(d) Nothing in this clause 7.3 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law.

8 DISCLAIMER

(a) All information, recommendations and advice provided as part of the Online Course and/or Services is an opinion only, based on Alcedo's experience.

(b) While the Online Course and Services are intended to help you, we do not guarantee, warrant or represent that, as a result of receiving the Online Course and/or Services, a specific outcome for you will occur or that you will achieve any growth or particular outcome or that any growth or particular outcome will occur at all.

(c) You agree to make your own independent assessments and evaluations prior to relying on any information, testimonials, recommendations and advice provided by us as part of the Services.

(d) Information and advice we give is general in nature and you accept the risk that the information contained in our Online Course may not meet your specific needs, circumstances or goals.

(e) Unless required by law, we won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on any such information or advice.

(f) You agree that it is your responsibility to check that the computer and internet service being used to access the Online Course/Services is adequate. Alcedo will not be liable to you if the Services may not be provided as a result of any technical issues including but not limited to:

(i) the operation of the internet, including but not limited to viruses;

(ii) any firewall restrictions that have been placed on your network or the computer you are using to access the Services;

(iii) failures of telecommunications links and equipment; and

(iv) software and browser incompatibility.

9 COLLECTION NOTICE AND PRIVACY

(a) We may collect personal information about you in the course of providing you with our Online Course, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy, which you can access here [https://alcedoconservation.com/privacy/].

(b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

(c) By agreeing to these Terms, you agree to be bound by the clauses outlined in our Privacy Policy.

10 INTELLECTUAL PROPERTY

10.1 OUR IP

(a) Intellectual Property Rights in the Online Course and our Services and any other related information or materials (**materials**) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent.

(b) You will not under these terms acquire Intellectual Property Rights in any of Our IP.

10.2 DEFINITIONS

For the purposes of this clause 10:

(a) "**Our IP**" means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.

(b) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

11 REPORTING MISUSE

If you become aware of misuse of the Online Course by any person, any errors in the material in the Online Course or any difficulty in accessing or using the Online Course, please contact us immediately using the contact details or form provided on our Website.

12 FAULTY SERVICES

(a) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

(i) contact us using the contact details at the top of this page; or

(ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.

(b) Nothing in this contract affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights in law.

(c) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page or through our contact form.

13 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Online Course, you may publish general information about what you have learnt from the Online Course, online or on social media (or both), provided such information is general in nature and does not cover any of the actual

content or information covered in the Online Course. We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

14 DATA SECURITY

While we will use our best efforts to ensure that your information, data or other electronic materials (**Data**) that is being backed-up or stored as part of the Online Course will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

15 THIRD PARTY SERVICES, CONTENT, TERMS AND WEBSITES

15.1 THIRD PARTY GOODS AND SERVICES

(a) The Online Course may be powered by goods or services provided third parties (including third party platforms) and therefore subject to the terms and conditions of those third parties. Your use of the Online Course is subject to any applicable third party terms and conditions and you agree to familiarise yourself with all applicable third party terms and conditions.

(b) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any acts or omissions of those third parties, including in relation to any fault or error of the Online Course or any issues experienced in Course Enrolment.

15.2 THIRD PARTY CONTENT

The Online Course may contain text, images, data and other content provided by a third party and displayed in the information provided through the Online Course (**Third Party Content**). We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

15.3 LINKS TO OTHER WEBSITES

(a) The Online Course may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.

(b) Inclusion of any linked website on the Online Course does not imply our approval or endorsement of the linked website.

16 DATA PROTECTION

16.1 DATA PROTECTION

(a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (GDPR) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms “controller”, “processor”, “process” and “personal data” shall have the meanings given to those terms in such Data Protection Legislation.

(b) During and after the delivery of the Services, you agree that Alcedo will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:

(i) Alcedo providing the Services under these Terms;

(ii) Alcedo and/or our independent contractors and third party suppliers may use the contact details you provide to send marketing materials or other publications.;

(iii) Alcedo may process personal data concerning its other clients and contacts in other ways for its own business purposes;

(iv) Alcedo may process and transfer personal data as necessary to effect a re-organisation of its business; and

(v) Alcedo may share personal data with other legal or professional advisers used by us to provide you with legal or professional services.

(c) During and after the delivery of Services, there may be limited occasions where Alcedo may process on your behalf as a processor any personal data you have provided to Alcedo. Alcedo will advise you in writing where Alcedo believes Alcedo may act as a processor and any such processing shall be in accordance with, and subject to your instructions.

(d) Before performing the processing, Alcedo shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. Alcedo will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to Alcedo against unauthorised or unlawful processing, accidental loss, destruction or damage, including when Alcedo subcontracts any processing (for example, in the case of external storage of data).

(e) Your instructions are taken to include the use by Alcedo, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.

(f) By accepting this agreement you give positive consent for Alcedo to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing Alcedo with personal data. It is also a term of this agreement that any personal data supplied by Alcedo to you about employees/independent contractors of the Alcedo and/or any third parties may only be used for the express purposes for which that information is provided to you.

(g) Each party shall comply with the terms of the Data Protection Legislation.

16.2 THIRD PARTY DATA

(a) You warrant, in relation to the personal information and all other data that it provides to Alcedo in connection with this agreement (**Third Party Data**), that:

(i) you have all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;

(ii) you are not breaching any Law by providing Alcedo with Third Party Data;

(iii) Alcedo will not breach any Law by performing the Services in relation to any Third Party Data;

(iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, you have notified Alcedo of this, and Alcedo has agreed to perform the Services in respect of that data (being under no obligation to do so); and

(v) Alcedo will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.

(b) You agree at all times to indemnify and hold harmless Alcedo and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty in clause 16.2(a).

17 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Online Course. You should take your own precautions to ensure that the process that you employ for accessing the Online Course does not expose you to risk of viruses, malicious computer code or other forms of interference.

18 SERVICE LIMITATIONS

The Online Course is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot and do not represent, warrant or guarantee that:

(a) the Online Course will be free from errors or defects;

(b) the Online Course will be accessible at all times;

(c) information you receive or supply through the Online Course will be secure or confidential; or

(d) any information provided through the Online Course is accurate or true.

19 NOTICES

(a) A notice or other communication to a party under these terms must be:

(i) in writing and in English; and

(ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

20 LIABILITY

(a) Nothing in these terms shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

(b) To the maximum extent permitted by applicable law, we limit all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Online Course, the Website, the Services, these terms or any other goods or services provided by us provided by us to the value of the Fees (if any) paid for the Online Course. If no Fee has been paid, liability is excluded to the maximum extent permitted by applicable law.

(c) All express or implied representations and warranties in relation to the Online Course, the Website, the Services, these terms or any other goods or services provided by us are, to the maximum extent permitted by applicable law, excluded.

(d) (**Indemnity**) You indemnify us and our employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':

(i) breach of any of these terms;

(ii) use of the Online Course, the Website, the Services or any other goods or services provided by us; or

(iii) use of any other goods or services provided by us.

(e) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will we be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Online Course, the Website or the Services, these terms or any other goods or services provided by us (except to the extent this liability cannot be excluded under law).

(f) (**Unfair contract terms**) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

21 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

22 TERMINATION

22.1 AUTOMATIC TERMINATION

Your Account will terminate automatically at the end of the Course Term (whether you have accessed the Online Course or not), unless otherwise agreed in writing.

22.2 TERMINATION FOR CONVENIENCE

We may, in our sole discretion, terminate these terms for convenience at any time by providing 7 days' written notice to you.

22.3 TERMINATION FOR CAUSE

Either party may immediately terminate these terms by written notice to the other party if:

(a) the other party is in default or breach of these terms;

(b) the other party is convicted, or any of the other party's personnel are convicted, of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects the other party's obligations under these terms;

(c) the other party or any of the other party's personnel conducts themselves in a way tending to bring them or the other party into disrepute; or

(d) the other party or any of the other party's personnel has a conflict of interest that cannot be resolved to the satisfaction of the other party.

22.4 EFFECT OF TERMINATION

Upon termination of these terms:

(a) your Account will be terminated, and you will no longer have access to the Online Course;

(b) any Fees paid are non-refundable (except in accordance with clause 7.1); and

(c) you must immediately deliver to us all property belonging to us and materials comprising or containing any of Our IP (as defined in clause 10.2(a)) which is in your care, custody or control, and you must thereafter destroy any copies you have of such materials.

22.5 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these terms will survive and be enforceable after such termination or expiry.

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

23.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

23.4 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

23.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.6 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

23.7 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

23.8 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

23.9 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) (**these terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;

(g) (**document**) a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word “includes” and similar words in any form is not a word of limitation; and

(j) (**adverse interpretation**) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.