

ENVIRONMENTAL ESSENTIALS LIMITED

TERMS AND CONDITIONS

(relating to e-learning by Environmental Essentials)

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions ("**Terms**"), the following terms shall have the following meanings:

- 1.1 "**we**"/"**us**"/"**our**" means Environmental Essentials Limited (Company number: 05097507) whose registered office is at Unit 3, Arlington Court, Cannel Row, Silverdale, Newcastle-under-Lyme, Staffordshire, ST5 6SS;
- 1.2 "**you**"/"**your**" means the customer of Environmental Essentials Limited being an individual, a firm or legal person;
- 1.3 "**Account**" means collectively the personal information, payment information and credentials used by Users to access the Service on the Website;
- 1.4 "**Content**" means any text, graphics, images, audio, visual, video, data compilations and any other form of information including, without limitation, the Course appearing on or forming part of the Website, which may be accessed or used by you in accordance with these Terms;
- 1.5 "**Corporate Subscription**" means an agreement negotiated separately to these Terms for the provision of Services to a group of Users;
- 1.6 "**Course**" means an e-learning course made available via the Website which a User elects to undertake;
- 1.7 "**Credit**" means a course credit assigned to a User entitling them to access part(s) of the Course;

- 1.8 "Service(s)" means access to the Content through the Website either on an individual, firm or corporate basis, as the context permits;
- 1.9 "User" means a natural person holding a registered Account with us;
- 1.10 "Website" means www.asbestos-course.co.uk or any other relevant website owned and/or operated by us through which Courses are made available;
- 1.11 "Writing" includes electronic communication and "written" shall be construed accordingly.

2. YOUR ACCEPTANCE OF THE TERMS

- 2.1 These terms apply to business customers only. By continuing to use the Website, you undertake and confirm that you are a registered business and not a consumer.
- 2.2 We reserve the right to change the Website, the Content and to revise these Terms from time to time. Any revised Terms will then be published on the Website. From the time of publication we and you shall be bound by these Terms as revised. These Terms should therefore be regularly checked. Your continued use of the Website and/or the Course shall constitute your agreement to the Terms as amended.
- 2.3 By registering to use the Website and/or agreeing to be supplied with the Course, you agree to be bound by these Terms (unless otherwise agreed in writing). If you do not agree with these Terms you must not register through the Website or use the Service.
- 2.4 Subject to any individually negotiated terms, customers who purchase a Corporate Subscription agree to be bound by these Terms.

3. REGISTRATION AND ACCOUNTS

- 3.1 To use the Service and access the Content and the Course you must be a registered User of the Website.

- 3.2 In order to purchase Content provided on the Website, Users are required to create an Account which will contain certain personal details and an electronic record of the information all Users provide to us and a record of the Content they have purchased under these Terms.
- 3.3 To register you must provide information including (but not limited to) your name and a password. We will use this information in accordance with our privacy policy set out below.
- 3.4 It is the User's responsibility to ensure all the information entered in the Account is correct and up-to-date. By registering, Users agree to accept responsibility and liability for all activity that occurs under their Account and password.
- 3.5 It is recommended that you do not share your Account details, particularly your username and password. We do not accept liability for any loss or damage incurred as a result of your Account details being shared by you.
- 3.6 If you have reason to believe that your Account details have been obtained without consent, you should contact us immediately to suspend your Account.

4. USE OF THE WEBSITE

- 4.1 Whenever you are required to provide information to the Website, you represent and warrant that:
- 4.1.1 all information you submit is accurate and correct; and
- 4.1.2 you will keep such information accurate and up-to-date.
- 4.2 You may use the Website only for lawful purposes. By using the Website you agree not to:
- 4.2.1 impersonate any other person (dead or alive) or use a false or fictitious name or a name you are not authorised to use, or create a false email address or mislead us as to your

true identity or provide inaccurate or unreliable contact details. Receiving training or certification on behalf of someone else is a criminal offence;

4.2.2 send, knowingly receive, upload, download or disseminate files that contain Content or other material, data or information not owned by or licensed to you and which does not comply with our content standards detailed at clause 5 below;

4.2.3 damage, interfere with or disrupt access to the Website or do anything which may impair its functionality including the use of computer viruses, corrupt data, Trojan horses, worms, spyware or any other harmful programs;

4.2.4 use the Website in any way to send unauthorised or unsolicited materials;

4.2.5 publish, upload, distribute, disseminate or otherwise transmit to or from the Website, defamatory, offensive, obscene, indecent or other unlawful or objectionable material or information; or

4.2.6 obtain or attempt to obtain unauthorised access to the Website.

5. LICENCE FOR USE OF CONTENT & CONTENT STANDARDS

5.1 Access to Content made pursuant to these Terms shall constitute a non-exclusive licence to access and listen to the Content through the Website and for no other purpose whatsoever.

5.2 The licence referred to in clause 5.1 shall not entitle you to copy, disseminate or otherwise duplicate any Content or sample thereof without our express authorisation in Writing.

5.3 You shall not permit or facilitate any third party to use, copy, disseminate or otherwise duplicate any Content or sample thereof without our express authorisation in Writing.

5.4 We reserve the right to withdraw the licence granted under clause 5.1 and suspend the Service from any customer and/or User who we believe in our sole discretion to be abusing the Service or to be in breach of our content standards.

6. CREDITS AND PAYMENT

6.1 Individual Users and Corporation Subscription holders shall purchase Credits in order to access the Course and the Content.

6.2 Credits purchased shall expire:

6.2.1 in the case of an individual User, 60 days from the purchase date; and

6.2.2 in the case of a Corporate Subscription holder, 12 months from the purchase date.

6.3 Where any Service offered via the Website requires payment:

6.3.1 unless otherwise stated, payment is exclusive of VAT;

6.3.2 prices will be indicated on the Website. The price of Corporate Subscriptions will be negotiated separately in accordance with our corporate pricing policy; and

6.3.3 unless otherwise agreed, any amount payable must be paid in full and in pounds sterling.

6.4 Payment may be made by any of the following methods:

6.4.1 PayPal;

6.4.2 bank transfer (upon prior arrangement with us); or

6.4.3 major debit/credit card (excluding American Express).

6.5 You must be the bill payer of the particular method of payment that you use to pay for any Service, or alternatively you must gain the prior permission of the bill payer.

6.6 We accept no liability to pay for any charges from telephone network providers or Internet providers.

- 6.7 Where provision is made for you to pay by invoice, our standard credit terms are 30 calendar days from the date of the invoice.
- 6.8 We reserve the right to suspend the Service pending payment of overdue invoices.
- 6.9 Interest on overdue amounts may be charged on a daily basis at 5% above the base rate of the Bank of England from time to time from the due date until the date of actual payment of the amount due.

7. WARRANTIES AND SERVICE EXCLUSIONS

- 7.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and/or faults.
- 7.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes, including, but not limited to, Internet service provider equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions.
- 7.3 We do not accept any responsibility or liability for any loss that may arise from reliance on information contained on the Website, , the Content and/or any records held by us relating to the Services provided including, but not limited to, pass rates or the training undertaken by any User. No warranty is given that the Content and/or the Course will be fit for any particular purpose. Your statutory rights as a consumer (if any) are not affected by these Terms.
- 7.4 We make no warranty and exclude all implied warranties to the extent permissible in law that this Website will be compatible with all IT systems, hardware and software which you may use.

8. LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 We, our agents, representatives, partners, employees, licensors, content and technology providers, and any parent or subsidiary company accept no liability, whether in contract, tort or otherwise, for:
- 8.1.1 damage, loss or expense resulting from any misrepresentation (other than fraudulent misrepresentation) whether through the Website or elsewhere;
 - 8.1.2 reliance placed upon any opinions expressed on the Website;
 - 8.1.3 any indirect or consequential loss or for any loss of data, profit, goodwill, anticipated savings, revenue or business however caused, even if foreseeable or arising out of or in connection with your access or reliance upon the Service;
 - 8.1.4 our decision to terminate or suspend the Service currently provided on the Website subject to clauses 5.4 and 11 below; or
 - 8.1.5 damage to, any computer equipment, software or data resulting from your use of the Service and/or the Website.
- 8.2 By using this Website you agree to indemnify us against any loss arising out of your breach of these Terms.
- 8.3 Nothing in these Terms excludes or restricts our liability for:
- 8.3.1 death or personal injury resulting from any negligence;
 - 8.3.2 fraudulent misrepresentation on our part; or
 - 8.3.3 any matter which it would be illegal for us to exclude or limit our liability.
- 8.4 Subject to clause 8.3, any liability on our part under these Terms shall be limited to the aggregate of the amount paid by you for the Service in question.

9. DATA PROTECTION AND PRIVACY

- 9.1 This section sets out the data-processing practices carried out by us through the use of the Internet and other electronic communications.

- 9.2 You have a right to access the personal data held about you. If you have any requests concerning your personal information or any queries with regard to these practices please contact us. We will require proof of your identity before providing you with details of any personal information that we may hold about you. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.
- 9.3 We collect personal information from visitors to the Website through the use of online forms and on each occasion that you email us with your details. We also process limited information about the transactions you make through the Website.
- 9.4 We process personal information collected in this way for the purposes of:
- 9.4.1 providing and personalising our Services;
 - 9.4.2 dealing with your inquiries and requests;
 - 9.4.3 administering Accounts;
 - 9.4.4 processing payment; and
 - 9.4.5 providing you with information about Content, the Course and the Services.
- 9.5 All our employees and data processors that have access to, and are associated with the processing of your personal information, are obliged to respect the confidentiality of the information and are bound by our data protection and privacy policies.
- 9.6 We use cookies to distinguish you from other Users of the Website and to keep track of browsing patterns to build up a demographic profile. Our use of cookies also allows us to improve our Website. If you wish to opt out of our placing cookies on your computer or device, please adjust your Internet browser's help menu. Most browsers allow you to turn off cookies, however, switching off cookies may restrict your user experience.
- 9.7 We may disclose your personal information to third parties:
- 9.7.1 in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
 - 9.7.1 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce these Terms or any other agreements.

- 9.8 Our privacy policy is subject to modification with respect to Corporate Subscriptions in clauses 9.9 – 9.13.
- 9.9 You may become a User if your organisation begins a Corporate Subscription with us. In those circumstances, the organisation may nominate a person or persons ("**the Administrator**"), within your organisation to have administrative access to the Service on behalf of the firm, company or organisation.
- 9.10 The Administrator can access the following information concerning User Accounts within their organisation for the purposes of monitoring individual activity:
- 9.10.1 the number of Users within the organisation;
 - 9.10.2 what Content has been purchased;
 - 9.10.3 an individual's contact details;
 - 9.10.4 what Content an individual has had accredited (if relevant);
 - 9.10.5 when Content has been accessed to by individual Users; and
 - 9.10.6 what accreditation examination has been attempted, completed, at what time and the pass rate.
- 9.11 It is the responsibility of the Administrator to obtain the consent of individual users in order to access information about their Accounts.
- 9.12 We accept no liability for breach of data protection where we have been assured to our reasonable satisfaction that such consent has been obtained.
- 9.13 Individual Users will be deemed to have consented to Administrator access where their Account is established as part of an organisation's Corporate Subscription to the Service.
- 9.14 Using the Internet to collect and process personal data may involve transmitting data to a destination outside of the European Economic Area. Therefore, by browsing this Website and communicating electronically with us, you acknowledge and agree to our processing your personal data in this way.
- 9.15 Links to third party websites on the Website are provided solely for your convenience. We have not reviewed all of these third party websites and do not control or have any

responsibility for these websites, their contents or availability. You acknowledge that the inclusion of any links does not imply any kind of endorsement by us.

10. DISCLAIMERS

- 10.1 Although we use reasonable endeavours to detect computer viruses and ensure Internet security, we cannot give any warranty or representation that the Website is totally virus-free and secure at any time. All Users are advised to take responsibility for their own security, that of their personal details and their computers.
- 10.2 We shall accept no liability for any loss or damage that occurs as a result of any virus or breach of security.
- 10.3 We accept no responsibility to ensure that the device through which you access the Website has the necessary technical specification to receive or use any Content purchased from the Website.

11. TERMINATION

- 11.1 We may suspend or terminate the provision of the Services or restrict your access where (by way of example and without limitation):
- 11.1.1 there is a regulatory or statutory change limiting our ability to provide the Service;
- 11.1.2 any event beyond our reasonable control prevents us from continuing to provide the Service (for example and without limitation: technical difficulties, unauthorized activity by third parties, capacity problems and communications failures or cessation of trading);
- 11.1.3 we consider that you are abusing the Service or have breached our content standards or are otherwise acting in breach of these Terms; or

- 11.1.4 payment for Service is outstanding.
- 11.2 Upon termination of this agreement:
 - 11.2.1 all licences granted under this agreement shall immediately terminate; and
 - 11.2.2 you will all take reasonable steps to delete any Content from your electronic media, including where relevant, your intranet and electronic storage devices so that you no longer have a functional copy.
- 11.3 Upon cessation of business we reserve the right to destroy or otherwise dispose of any and all user data in our possession (including information entered into you Account).
- 11.4 Upon cessation of business we shall notify you of our intention to destroy a User's data. You will have no more than 30 calendar days after this notice to access your Account for the purposes or retrieving any personal data.

12. REFUNDS

- 12.1 Any refund will be at our absolute discretion.
- 12.2 No refund will be given where there has been activity on an Account. 'Activity' for these purposes includes:
 - 12.2.1 downloading any Content into your Account; and
 - 12.2.2 activating a Course;
- 12.3 No refund shall be available on Corporate Subscriptions save as agreed expressly in Writing.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Content included on the Website, unless uploaded by Users including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data

compilations, page layout, underlying code and software is our property or that of our affiliates, licensors or other relevant third parties. All such rights are reserved.

- 13.2 The display of any trade names or trade marks on the Website does not imply that any licence has been granted to any third party in respect of the same. You undertake that you will not use any of our intellectual property other than as expressly authorised by us in Writing.

14. FORCE MAJEURE

- 14.1 If we are hindered or prevented from performing our obligations under these Terms, for any cause beyond our reasonable control, we may delay the performance of, or cancel the whole or any part of this agreement. In that event, we shall not be held responsible for its delay or cancellation or any inability to deliver. For the avoidance of any doubt, such cases include, but are not limited to power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism and governmental action.

15. GOVERNING LAW

- 15.1 English law governs these Terms. You and we submit to the exclusive jurisdiction of the English courts.

16. ENTIRE AGREEMENT

- 16.1 These Terms constitute the entire agreement between you and us. They supersede any other Terms stipulated by you, whether in any order or during any negotiations or any course of dealing established between you and us.
- 16.2 Clause 16.1 above may be subject to any individually negotiated agreement with respect to Corporate Subscriptions.
- 16.3 All descriptions of the Course and/or Content provided on the Website or otherwise communicated to you are for guidance only. Nothing contained in any such description shall form any part of these Terms.

17. GENERAL

- 17.1 Unless otherwise specified, the Website is intended for use by those who access this Website from the UK. Those who access the Website from locations outside the UK are responsible for compliance with local laws to the extent local laws are applicable.
- 17.2 A failure or delay by us in enforcing any right or remedy contained herein, shall not be construed as a waiver of that right or remedy.
- 17.3 If any provisions of these Terms shall be deemed unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- 17.4 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.
- 17.5 Any communication in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail to the e-mail address you or the Corporation Subscription holder have provided to us (as the context permits).

17.6 Nothing in these Terms shall confer any rights upon any third party. The contract created by these Terms is between you and us.

Issue date: December 2012