



Our Distance Learning Terms and Conditions

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply training to you, whether by live or recorded webinars or other such online content.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide training to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying training or training from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

2. Information about us and how to contact us

2.1 **Who we are.** We are **SEA SALT LEARNING LTD.** a company registered in England and Wales with registration number 09059565. Our registered office is at 4 Grand Cinema Buildings Poole road, Westbourne, Bournemouth BH4 9DW. Our registered VAT number is 201706456.

2.2 **How to contact us.** You can contact us by emailing us at supportcrew@seasaltlearning.com.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us on these terms.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not take payment at this stage. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the training or because we are unable to meet a deadline or date which you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Your rights to make changes

4.1 If you wish to make a change to the training you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the training, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes

5.1 **Minor changes to our training.** We may change the training course:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the training.

5.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the training

6.1 **When we will provide the training.** During the order process we will let you know when we will provide the training to you. We will supply the training or courses to you until either the training is completed or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2 **We are not responsible for delays outside our control.** If our supply of the training is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund you have paid for but not received.

6.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the training to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or

make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the training late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.4 Reasons we may suspend the training to you. We may have to suspend the training to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the training to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the training as requested by you or notified by us to you (see clause 5).

6.5 Your rights if we suspend the supply of training. We will contact you in advance to tell you we will be suspending the training, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 weeks and we will refund any sums you have paid in advance for the training in respect of the period after you end the contract.

6.6 We may also suspend the training if you do not pay. If you do not pay us for the training when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend the supply of the training until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the training. As well as suspending the training we can also charge you interest on your overdue payments (see clause 12.7).

7. Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on the circumstances and whether you are a consumer or business customer:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (b) **If you are a consumer and have just changed your mind about the training, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (c) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 7.6.**

7.2 Ending the contract because of something we have done or are going to do. If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any training which has not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the training or these terms which you do not agree to;
- (b) there is a risk that the training may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the training for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (d) you have a legal right to end the contract because of something we have done wrong.

- 7.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most training bought online (or over the phone) you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.
- 7.4 **When consumers do not have a right to change their mind.** Your right as a consumer to change your mind does not apply in respect of:
- (a) digital training courses after you have started to download or stream them;
 - (b) for all and any other training provided (such as in person), once it has been completed, even if the cancellation period is still running; and
 - (c) sealed audio or sealed video recordings or sealed computer software, once these training are unsealed after you receive them;
 - (d) books and other tangible training materials once these have been posted to you.
- 7.5 **How long do consumers have to change their minds?** You have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming the course. If we delivered the digital content to you immediately, you will not have a right to change your mind.
- 7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still end the contract before it is completed. (Our contract is completed when the training is delivered, downloaded or streamed and paid for). If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for training which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the training until 3 March. We will only charge you for supplying the training up to 3 March and will refund any sums you have paid in advance for the supply of the training after 3 March.
- 8. How to end the contract with us (including if you are a consumer who has changed their mind)**
- 8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by emailing us at supportcrew@seasaltlearning.com. Please provide your name, address, details of the order and, where available, your phone number and email address. If you are a consumer, please complete our cancellation form and send it back to us at supportcrew@seasaltlearning.com.
- 8.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the training by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for any training or courses already provided up to the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible but within 14 days.

9. Our rights to end the contract

9.1 **We may end the contract if you break it.** We may end the contract for training at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the training;

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for training we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the training

11. **How to tell us about problems.** If you have any questions or concerns about the training, please contact us. You can write to us at supportcrew@seasaltlearning.com.

12. Your rights in respect of defective online courses

12.1 We are under a legal duty to supply training that is in conformity with this contract.

12.2 With regards to our online and digital training, for example an online webinar, it must be as described, fit for purpose and the visual and audio of the webinar must be of satisfactory quality:

- (a) If your digital content is faulty, we will send you a replacement link or send it to you in tangible form;
- (b) If you are a consumer and you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

12.3 However, we shall not be liable to you if the defect arises because you failed to follow our instructions as to the storage, installation, commissioning, use or maintenance of the training.

13. Price and payment

13.1 **Where to find the price for the training.** The price of the training (which includes VAT) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the training advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the training you order.

13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the training, we will adjust the rate of VAT that you pay, unless you have already paid for the training in full before the change in the rate of VAT takes effect.

13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the training we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the training's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the training's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If

we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.

- 13.4 **Payment.** We accept payment by bank transfer. If you wish to pay using an alternative method please email supportcrew@seasaltlearning.com.
- 13.5 As our training is provided to you online, we ask that you pay in advance before any training is provided. If you do not pay for the course via our website we will invoice you in advance for the price of the training courses. You must pay each invoice within 14 calendar days after the date of the invoice but in any event full payment must be received prior to our commencement of the training.
- 13.6 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 13.7 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. Where such base rate is below 0% an interest rate of 4% will be charged. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 13.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you if you are a consumer

- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the training.
- 14.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14.4 **We are not liable for business losses.** If you are a consumer we only supply the training for to you for domestic and private use. If you use the training for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

15. Our responsibility for loss or damage suffered by you if you are a business

15.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 To the extent permitted by law all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for training under such contract.

16. How we may use your personal information

16.1 **How we will use your personal information.** We will only use your personal information as set out in our privacy policy <https://seasaltlearning.com/privacy-policy/>

17. Other important terms

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 **You need our consent to transfer your rights to someone else** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking

steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the training, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.

These terms are governed by English law and you can bring legal proceedings in respect of the training in the English courts. If you live in Scotland you can bring legal proceedings in respect of the training in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the training in either the Northern Irish or the English courts.

17.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.

If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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