

## TERMS AND CONDITIONS

This page (together with our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) and services (**Services**) listed on our website (**our site**) or in our brochures, catalogues or other forms of advertising to you. Our Products and Services include, among other things, training, further education and professional development courses and qualifications.

These Terms will apply to any contract between us for the sale and/or supply of Products and/or Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products and/or Services. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products or Services from us.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products and/or Services, please check these Terms to ensure you understand the terms which will apply at that time.

### 1. INFORMATION ABOUT US

1.1 We operate the website [www.in2ambition.com](http://www.in2ambition.com). We are In2ambition Ltd, a company registered in England and Wales under company number 08813385 and with our registered office at Meryll House, 57 Worcester Rd, Bromsgrove, Worcestershire B61 7DN. Our VAT number is 191514805.

### 1.2 Contacting us

You may contact us by telephoning us on 03300 500 222 or by e-mailing us at [sales@in2ambition.com](mailto:sales@in2ambition.com) or by post to Meryll House, 57 Worcester Road, Bromsgrove, Worcestershire B61 7DN.

## 2. OUR PRODUCTS AND SERVICES

2.1 Our site, brochures, catalogues and other forms of advertisement contain a description of our Products and Services.

2.2 It is your responsibility to ensure that the Product and/or Service ordered by you satisfies your requirements prior to placing your order.

Although many of our Products and/or Services are accredited for the purposes of the Qualifications and Credit Framework, we make no warranty or representation to you that our Products and/or Services will be suitable for your current and/or future employment and/or education needs and/or requirements and shall have no liability to you in the event that a qualification or accreditation attained by you as a result of an order of Products and/or Services from us is not recognised or accepted by an employer, education provider or otherwise.

- 2.3 We may tailor and/or personalise Products and/or Services to your specifications on request. Please make sure your specifications are correct and accurate and that you provide all relevant information to us to enable us to tailor the Product and/or Service appropriately. Unfortunately, we cannot accept the return of, or cancellation of Contracts in respect of, tailored and/or personalised Products and Services. However, this will not affect your legal rights as a consumer in relation to Products and/or Services that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.
- 2.4 If we tailor or personalise or design a Product and/or Service for you, we will own the copyright, design right and all other intellectual property rights in the Product and/or Service.
- 2.5 Certain qualifications (awarded following the successful completion of a Product and/or Service) may require that you are employed or carrying out voluntary work in a certain job role or profession for a certain period of time prior to the award of the qualification (where relevant, this will be apparent at the time you place your order). Acceptable evidence of such employment or voluntary work may be required prior to the award of the relevant qualification. It is your responsibility to ensure that you satisfy this criteria and are able to provide acceptable evidence. We shall not be responsible for arranging any such employment or voluntary work or for assisting in the provision of acceptable evidence.

### **3. USE OF OUR SITE**

Your use of our site is governed by our *Terms of Website Use* and *Website Acceptable Use Policy*. Please take the time to read these, as they include important terms which apply to you.

#### 4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our *Privacy Policy*. Please take the time to read our *Privacy Policy* as it includes important terms which apply to you.

#### 5. IF YOU ARE A CONSUMER

**This clause 5 only applies if you are a consumer.**

If you are a consumer, you may only purchase Products and/or Services from our site if you are at least 18 years old.

#### 6. IF YOU ARE A BUSINESS CUSTOMER

**This clause 6 only applies if you are a business.**

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products and/or Services.

6.2 These Terms, our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy* constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

#### 7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

7.1 You may place an order with us by emailing us at [sales@in2ambition.com](mailto:sales@in2ambition.com) or calling us on 03300 500 222.

7.2 We will confirm our acceptance of your order by sending you confirmation by e-mail or post (**Order Confirmation**). The Contract

between us will only be formed when we send you the Order Confirmation. Advertising material, catalogues, brochures, leaflets and website content will not form part of any Contract.

- 7.3 If we are unable to supply you with Products or Services for any reason, we will inform you of this by e-mail or post and we will not process your order. If you have already paid for the Products or Services, we will refund you the full amount including any delivery and other costs charged as soon as possible.

## **8. OUR RIGHT TO VARY THESE TERMS**

- 8.1 We amend these Terms from time to time.
- 8.2 Every time you order Products and/or Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 8.3 We may revise these Terms as they apply to your order from time to time to reflect, among other things, changes in relevant laws and regulatory requirements.

## **9. YOUR CONSUMER RIGHT TO CANCEL**

**This clause 9 only applies if you are a consumer.**

- 9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 9.3. This means that during such period if you change your mind or decide for any other reason that you do not want the relevant Product and/or Service, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 9.2 However, this cancellation right does not apply in the case of tailored and/or personalised Products and/or Services.
- 9.3 Subject to clause 9.2, your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is 14 days after the day on which you receive the Product or Service.

- 9.4 To cancel a Contract, you just need to let us know that you have decided to cancel. You can do this by e-mailing us at sales@in2ambition.com or contacting us by telephone on 03300 500 222. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.
- 9.5 Subject to clauses 9.2, 11.4 and 12.2, if you cancel your Contract we will:
- (a) refund you the price you paid for the Products and/or Services. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which, for example, would not be permitted in the case of goods returned in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. This will be relevant in the case of courses and/or learning materials delivered to a physical address (as opposed to being delivered electronically to an email address).
  - (b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). As above, this will be relevant in the case of courses and/or learning materials delivered to a physical address (as opposed to being delivered electronically to an email address).
  - (c) make any refunds due to you as soon as possible and in any event in accordance with statutory requirements.
- 9.6 Subject to clause 9.2, if a Product and/or Service has been delivered to you before you decide to cancel your Contract:
- (a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract;
  - (b) you will be responsible for any costs of returning the Products and/or Services to us. We estimate that if you use the carrier which delivered the Product and/or Service to you, these costs should not exceed the sums we charged you for delivery. If we

have offered to collect the Product and/or Service from you, we will charge you the direct cost to us of collection.

9.7 Because you are a consumer, we are under a legal duty to supply Products and Services that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9.8 At our sole discretion, on request by you, we may allow you to transfer from one Product and/or Service to another (if, for example, you have decided that an alternative course or training programme better suits your needs). If we allow you to transfer from one Product and/or Service to another, we will notify you the price payable for the new Product and/or Service which may, at our sole discretion, take into account the amount already paid by you for the Product and/or Service that you are transferring from.

## **10. DELIVERY**

10.1 If applicable, we will contact you with an estimated delivery date for the Products and or Services ordered by you, which will be within 30 days after the date of the Order Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.

10.2 Where delivery is to a physical address (as opposed to an email address), if no one is available at your address to take delivery, we will leave you a note that the Products and/or Services have been returned to our premises, in which case, please contact us to rearrange delivery.

10.3 Delivery of an order shall be completed when we deliver the Products and/or Services to the address you gave us (either physical address or email address).

### **This clause 10.4 only applies if you are a consumer.**

10.4 If we miss the 30 delivery deadline for any Products and/or Services then you may cancel your order straight away if any of the following apply:

- (a) we have refused to deliver the Products;

- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

10.5 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 10.4, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

## 11. PRICE

11.1 The prices of the Products and Services will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products and Services are correct at the time when the relevant information was entered onto the system. However please see clause 11.6 for what happens if we discover an error in the price of Product(s) and/or Service(s) you ordered.

11.2 Prices for our Products and Services may change from time to time, but changes will not affect any order you have already placed.

11.3 The price of a Product and/or Service includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

11.4 The price of a Product and/or Service may include a professional body fee (the "**Fee**") payable by us to the relevant professional body. Please note that an amount equal to the Fee will not be refundable to you if you decide to exercise your rights to cancel a Contract under clause 9.

11.5 The price of a Product and/or Service does not include any applicable delivery charges. Our delivery charges, if applicable, are as advised to you before you confirm your order.

11.6 It is always possible that, despite our reasonable efforts, some of the Products and/or Services on our site may be incorrectly priced. If we discover an error in the price of the Products and/or Services you have ordered we will contact you to inform you of this error and we will give

you the option of continuing to purchase the Product and/or Service at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

## **12. HOW TO PAY**

12.1 Payment for Products and Services shall be in advance on the date of order using a debit card or credit card or by transferring cleared funds to a bank account nominated by us. If we have agreed that you may pay for a Product and/or Service by way of an initial deposit followed by one or more instalments, you agree to pay such instalments on the dates we have agreed with you and you agree and acknowledge that a certificate of completion in relation to a Product and/or Service will not be issued by us until payment has been made in full.

12.2 In circumstances where we agree that you pay for a Product and/or Service by way of an initial deposit followed by one or more instalments, such initial deposit will not be refundable to you if you decide to exercise your rights to cancel a Contract under clause 9.

## **13. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 13 only applies if you are a business customer.**

13.1 We only supply the Products and/or Services for internal use by you in the course of your business, and you agree not to use the Product and/or Service for any resale purposes.

13.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

13.3 Subject to clause 13.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;



- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

13.4 Subject to clause 13.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by you for the Products and/or Services.

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products and/or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products and/or Services are suitable for your purposes.

#### **14. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 14 only applies if you are a consumer.**

14.1 We only supply the Products and Services for your private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

14.3 Subject to clause 14.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach

of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

14.4 Subject to clause 14.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by you for the Products and/or Services.

## 15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we

will arrange a new delivery date with you after the Event Outside Our Control is over.

**16. COMMUNICATIONS BETWEEN US**

- 16.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 16.2 You may contact us as described in clause 1.2.

**17. OTHER IMPORTANT TERMS**

- 17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, such paragraph shall be deleted and the remaining paragraphs will remain in full force and effect.
- 17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6 These Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law.
- 17.7 You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.