
TERMS OF SALE – E-LEARNING

BACKGROUND:

These Terms of Sale set out the terms under which Goods are sold by Us to business customers through this website, scottrm.co.uk (“Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Goods, as explained in Clause 7;
“Goods”	means the goods sold by Us through Our Site;
“Order”	means your order for Goods;
“Order Confirmation”	means Our acceptance and confirmation of your Order;
“Order Number”	means the reference number for your Order; and
“We/Us/Our”	means Scott Risk Management Ltd, a company registered in England under 11908951, whose registered address is 167-169 Great Portland Street, 5 th Floor, London, W1W5PF and whose main trading address is 8 Badhan Court, Castle Street, Telford, TF1 5QX.

2. Information About Us

- 2.1 Our Site, www.scottrm.co.uk, is owned and operated by Scott Risk Management Ltd, a company registered in England under 11908951, whose registered address is 167-169 Great Portland Street, 5th Floor, London, W1W5PF and whose main trading address is 8 Badhan Court, Castle Street, Telford, TF1 5QX. Our VAT number is 322782310.
- 2.2 We are a member of Shropshire Chamber of Commerce, ROSPA, ICO, and REC. Details of our professional status can be found on our website.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. Business Customers and Consumers

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Goods for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Goods from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. [International Customers

Please note that We only deliver within the United Kingdom. E-Learning content is available worldwide, however should be reviewed by Business Customers for suitability outside of the United Kingdom.

6. Goods, Pricing and Availability

- 6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
 - 6.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in device displays and lighting conditions;
 - 6.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.
- 6.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 10 if you receive incorrect Goods (i.e. Goods that are not as described).
- 6.3 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods. However, if any change is made that would affect your use of the Goods, suitable information will be provided to you.
- 6.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 6.10 regarding VAT, however).

- 6.5 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, We will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 5 days, We will treat your Order as cancelled and notify you of this in writing.
- 6.6 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.7 Prices on Our Site are shown exclusive of [and inclusive of VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.8 Delivery charges are not included in the price of Goods displayed on Our Site. For more information on delivery charges, please refer to United Kingdom Delivery options and related charges will be presented to you as part of the order process.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 7.4 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Goods.

8. Payment

- 8.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will be charged at the point of purchase.
- 8.2 Our accepted payment methods are demonstrated on our website.

9. Delivery, Risk and Ownership

- 9.1 The e-learning purchased through our website will be available upon completion of your order. You will receive log in details for the learner management system within 1 hour. (subject to delays caused by events outside of Our control, for which see Clause 12).

10. Our Liability

- 10.1 Subject to sub-Clause 10.4, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 10.2 Subject to sub-Clause 10.4, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you for the Goods under the contract in question, whichever is the greater sum.
- 10.3 Except to the extent expressly set out in sub-Clause 10.1, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 10.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; for breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; for defective products under the Consumer Protection Act 1987; or for any other matter in respect of which liability cannot be excluded or restricted by law.

11. Events Outside of Our Control (Force Majeure)

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 11.2.1 We will inform you as soon as is reasonably possible;
- 11.2.2 We will take all reasonable steps to minimise the delay;
- 11.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 11.2.5 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Goods.

11.2.6 If an event outside of Our control occurs for more than 30 days and you wish to cancel the Contract as a result, you may do so. Contact Us directly to cancel, please use the following details:

Telephone: 01952794796;

Email: enquiries@scottrm.co.uk

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Goods.

12. Communication and Contact Details

- 12.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01952 794 796 by email at enquiries@scottrm.co.uk or by post at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF
- 12.2 For matters relating the Goods or your Order, please contact Us by telephone at 01952 794 796 by email at enquiries@scottrm.co.uk or by post at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF
- 12.3 For matters relating to cancellations, please contact Us by telephone at 01952 794 796 by email at enquiries@scottrm.co.uk or by post at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF the relevant Clauses above.

13. Complaints and Feedback

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure.
- 13.3 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 13.3.1 In writing, addressed to Complaints Department, Scott Risk Management Ltd, 167-169 Great Portland Street, 5th Floor, London, W1W 5PF
 - 13.3.2 By email, to enquiries@scottrm.co.uk

14. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy, available from our website. We do not collect any cookies data whilst you are on our website.

15. Other Important Terms

- 15.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing or via our website at the time of purchase. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 15.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 15.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements.

16. Law and Jurisdiction

- 16.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 16.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.



Chartered Safety and Health Practitioner



Corporate Member

Registered in England & Wales: 11908951

VAT registration number: 322782310