

# Terms & Conditions of Supply

November 2024

# Background

These High Speed Training Limited (“HST”) provides on-line training courses (the “Courses”) to Corporate Customers and Individual Customers via [www.highspeedtraining.co.uk](http://www.highspeedtraining.co.uk). HST has skill, knowledge, and experience in this field. These Terms and Conditions shall form the basis of the Contract for the provision of Courses by HST to its Corporate Customers and Individual Customers.

## 1. Definitions

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings.

<b>“Account”</b>	means the personal area of Our Site created where Customers can administer/access their training.
<b>“Applicable Laws”</b>	means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Courses, and to the Contract.
<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England.
<b>“Business Hours”</b>	means 9.00 a.m. to 5.00 p.m on a Business Day.
<b>“Certificate”</b>	means the official document issued to a Learner on successful completion of a Course.
<b>“Commencement Date”</b>	means the date on which the Contract shall enter into effect, as set out in Clause 2 (the Contract).
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such).
<b>“Content”</b>	means all text, information, data, software, executable code, images, audio or video material in whatever medium or form contained in the Courses and within Our Site for the provision of them.
<b>“Contract”</b>	means the agreement for the provision of Courses, as explained in Clause 3 and/or any other agreement

	entered into by HST and a Corporate Customer for the provision of the Courses in accordance with and on the basis of these Terms and Conditions.
<b>“Corporate Customer”</b>	means the party who is a business and either a sole-trader, partnership or limited company or other organisation procuring the Courses from HST for members of their organisation under the Contract.
<b>“Courses”</b>	means the online training courses and any associated assessment provided by HST to the Customer in accordance with the Contract.
<b>“Customer”</b>	means both Individual Customers and Corporate Customers, who may be Learners, Buyers or Managers or a combination of these.
<b>“Data Protection Legislation”</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
<b>“Fees”</b>	means any and all sums due under the Contract from the Customer to HST in consideration for the supply of Courses, as set out in Clause 5 (Fees, Payment, and Records).
<b>“Individual Customer”</b>	means the party who is a natural person procuring the Courses from HST for themselves under the Contract, and an Individual Customer may also be a business. Where the Individual Customer is a consumer then Clause 27 will apply.
<b>“Intellectual Property Rights”</b>	means copyright and related rights, trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be

	granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world.
<b>“Learner”</b>	means a natural person being provided with the Course by a Corporate Customer or an Individual Customer who accesses a Course for themselves.
<b>“LMS”</b>	means the Learner Management System provided to all Customers to enable Learners to access the Courses.
<b>“Management Suite”</b>	means the system provided to Corporate Customers to administer multiple Learners.
<b>“Mandatory Policies”</b>	means policies, including but not limited to, data protection, health and safety, bribery and corruption and Tax that are either required in law or support compliance with the Applicable Laws.
<b>“Order”</b>	means the Corporate Customer’s or Individual Customer’s order for the Courses as set out in the Customer’s Order Confirmation or in the case of a Corporate Customers, the written acceptance of HST’s quotation.
<b>“Order Confirmation”</b>	means the email (or webpage) that provides the access instructions to create or login to the Account and enables the Customer and/or Learner to access the Course(s) and forms the Contract between the Parties under these Terms and Conditions.
<b>“Our Site”</b>	means <a href="http://www.highspeedtraining.co.uk">www.highspeedtraining.co.uk</a> ;
<b>“Specification”</b>	means any additional arrangements agreed between HST and a Corporate Customer to deliver the Courses. Any Specification will be as agreed in writing by the Corporate Customer and HST.
<b>“Sub-processor”</b>	means a third party data processor engaged by a Data Processor who has or will have access to or process personal data from a Data Controller.
<b>“We/Us/Our”</b>	means High Speed Training Limited, a company registered in England and Wales under company number 6428976 and with our registered office at

	Riverside Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ which is also our main trading address. Our VAT number is 923 6593 07.
<b>“You/Your”</b>	means the Corporate Customer or Individual Customer placing the Order.

- 1.2. Any reference to “writing”, and any similar expression, includes a reference to any communication sent by email.
- 1.3. Unless expressly stated otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.
- 1.4. Unless expressly stated otherwise, legislation or a provision thereof, shall include all subordinate legislation made from time to time under that legislation or provision.
- 1.5. A reference to “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time.
- 1.6. A reference to “the Contract” is a reference to these Terms and Conditions and as set out below in Clause 2 (The Contract).
- 1.7. A reference to a "**Party**" or the "**Parties**" refer to the parties to the Contract.
- 1.8. A reference to any other agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.
- 1.9. Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.
- 1.10. The headings used in these Terms and Conditions are for convenience only.
- 1.11. Words communicating the singular number shall include the plural and vice versa.
- 1.12. References to any gender shall include any other gender.
- 1.13. References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).
- 1.14. References to a company shall include companies, corporations, or other bodies corporate, however so and wherever incorporated or established.

## 2. The Contract

- 2.1. An Order shall constitute a contractual offer by the Customer to procure a Course from HST in accordance with and on the basis of these Terms and Conditions.
- 2.2. An Order shall be deemed to be accepted by HST upon the issuing of the Order Confirmation (Email or Web Page) and the Order receipt email. The Order Confirmation provides access instructions for the Customer to create a new Account or add the course to an existing Account on Our Site.
- 2.3. If You are placing an Order on behalf of a Corporate Customer, You warrant that You have sufficient authority to enter into the Contract.
- 2.4. Courses are accessed via logging in to the Learner Management System on Our Site.
- 2.5. Upon HST issuing of written acceptance under Clause 2.2, a Contract shall come into existence between the Customer and HST. The date of the Order Confirmation shall be the Commencement Date of the Contract.
- 2.6. Excepting the situations described in Clause 5,11 and 5.12 (Fees, Payments and Records) and on successful completion of a Course, HST will issue the Learner with the Certificate. The Certificate will be provided in hard copy by post and electronically in pdf format. Customers can opt out of receiving a copy by post.
- 2.7. Certificates issued to a Learner remain the property of HST.
- 2.8. HST grants Customers and Learners an irrevocable, non-exclusive, fully paid-up, royalty-free, non-transferable non-sublicensable licence to use or copy the Certificate for the purpose of attesting the Learners successful completion of a Course.
- 2.9. Certificates can be validated on Our Site in accordance with Clause 4.9.
- 2.10. These Terms and Conditions shall form the basis of the Contract. Subject to Clause 18 (Variation) and to Clause 10 (Data Processing Agreement), any other terms that a Customer or HST seeks to impose or incorporate into the Contract, or which are implied by trade custom, practice, or course of dealing shall be excluded from the Contract.
- 2.11. No advertising, promotional literature, descriptive matter, drawings, samples, catalogues, brochures, or similar material issued or published by HST in any format or medium shall form part of the Contract or have any contractual force. Such material is provided by HST only for promotional purposes and for providing an approximate description of the services available from HST.

- 2.12. Quotations issued by HST shall not constitute a contractual offer capable of acceptance. Quotations are valid for a period of 30 Business Days only from the date of issue.
- 2.13. Our Site will guide Customers through the process of setting up an Account and purchasing a Course or Courses. Before completing Your purchase of a Course, You will be given the opportunity to review Your Order for the Course and amend it. Please ensure that You have checked Your Order carefully before submitting it.
- 2.14. If, during the Order process, You provide HST with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Course that You require) please contact HST as soon as possible. If We are unable to process Your Order due to incorrect or incomplete information, We will contact You to correct it. If You do not give HST 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. We will not be responsible for any delay in the availability of Courses that results from You providing incorrect or incomplete information.
- 2.15. All of Our Courses are online and details for how to access them will be provided on the issuing of the Order Confirmation. Occasionally Our delivery to You may be affected by an event outside Our control. See Clause 13 for details of our responsibilities when this happens.
- 2.16. Delivery of an Order shall be completed on issuing of the Order Confirmation.
- 2.17. In the unlikely event that We do not accept or cannot fulfil Your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You as soon as possible and in any event within 14 calendar days.
- 2.18. Any refunds under this Clause 2 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 2.19. Refunds under this Clause 2 will be made using the same payment method that You used when purchasing the Course unless agreed by the Parties separately.

### **3. Provision of the Training Courses and HST's Obligations**

- 3.1. With effect from the date stated in the Order Confirmation, HST shall, throughout the term of the Contract, provide the Course(s) to the Customer.
- 3.2. HST shall ensure that the Courses conform at all times with Applicable Law.
- 3.3. HST shall provide the Courses with the best skill and care, commensurate with best practices in the online training sector in the United Kingdom.
- 3.4. HST shall use reasonable endeavours to meet any performance dates set out in the Order or as a Corporate Customer may notify HST from time to time.
- 3.5. HST shall act in accordance with all reasonable instructions issued by the Customer provided that such instructions are compatible with the Order.
- 3.6. HST shall ensure that any and all of its personnel involved in the provision of the Courses are suitably skilled, qualified, and experienced to provide the part(s) of the Courses to which they are assigned.

### **4. Customer's Obligations**

- 4.1. The Customer shall ensure that all information that it provides in the Order shall be complete and accurate.
- 4.2. The Customer shall provide:
  - 4.2.1. all co-operation that is reasonably required by HST to enable HST to provide the Course; and
  - 4.2.2. any and all Corporate Customer materials which may or may not include Personal Data, that are agreed upon by the Parties together with any necessary written authorisation and instructions relating to the Corporate Customer materials, to enable HST to provide the Courses.
- 4.3. A Corporate Customer may from time to time issue reasonable instructions to HST in relation to Our provision of the Courses. Any such instructions shall be compatible with the Order and these Terms and Conditions.
- 4.4. In the event that HST requires the decision, approval, consent, authorisation, or any other communication from a Corporate Customer in order to continue with the provision of the Courses (or any part thereof) at any time, the Corporate Customer shall provide the same in a reasonable and timely manner.



- 4.5. Any failure or delay in the provision of the Courses by HST which results from the Corporate Customers failure or delay in complying with any of its obligations under the Contract or any other act or omission of the Corporate Customer shall not be the responsibility or fault of HST.
- 4.6. The Learner warrants that they alone will take the Course and any associated assessment allocated to them.
- 4.7. The Customer and/or Learner shall not alter any Certificate issued by HST.
- 4.8. Should a Customer or Learner breach any of these obligations (malpractice) HST will disqualify the Learner and invalidate the Certificate.
- 4.9. The Customer or Learner agrees that any third party who has been provided with the Learner name and the Certificate number from whatever source shall be able to validate the Certificate by using the Certificate validation function on Our Site and/or by contacting HST by any other method of communication.
- 4.10. Unless agreed in writing with HST the Customer will not permit the Courses to be resold to any third party.
- 4.11. Your use of Our Site is governed by [Our Website Terms and Acceptable Use Policy](#). Please take the time to read this, as it includes important Terms and Conditions which apply to you and our Agreement.

## **5. Fees, Payment, and Records**

- 5.1. The Fees shall be set out in the Order. The Fees shall be the full and only consideration payable to HST with respect to its provision of the Courses.
- 5.2. Any Fees for the provision of the Courses will be as quoted on Our Site at the time the Customer submits the Order. HST takes all reasonable care to ensure the Course fees are correct when published on Our Site. However please see Clause 5.6 for what happens if we discover an error in the price of the Course(s) you ordered.
- 5.3. Fees for our Courses may vary from time to time, but changes will not affect any Order you have already placed.
- 5.4. The price of a Course on Our Site excludes VAT. At checkout VAT will be added (where applicable) at the current rate in the UK.
- 5.5. There are no delivery charges for our Courses.
- 5.6. Our Site contains a large number of Courses. It is possible that, despite best efforts, some of the Courses on Our Site may not be correctly priced. Should HST discover an error in the price of the Course on the Order We will

contact the Customer to advise of the error and provide the Customer with the option of continuing to purchase the Course at the correct price or cancelation of the Order. HST will not process the Order until We have the Customers instructions. If the Customer cannot be contacted by the contact details provided when the Order was submitted, HST will consider the Order cancelled and notify the Customer in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as a mispricing, HST shall be under no obligation to provide the Courses to the Customer at the incorrect (lower) price.

- 5.7. Payment for the Courses and any applicable payment processing fees are usually made in advance. HST will not charge Your debit card or credit card until Order Confirmation details have been provided.
- 5.8. Individual Customers can only pay for Courses using a debit card, credit card. We accept the following cards: Mastercard, Visa, Visa Electron, American Express.
- 5.9. Card payment services are provided to HST by Stripe Payments UK, Ltd.
- 5.10. Customers purchasing five or more courses may, subject to our agreement, request delivery of an invoice from HST and make payment for Courses by bank transfer or cheque.
- 5.11. Payment of the Course fees is otherwise due within 30 days of the date of invoice. HST reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on overdue fees and also to suspend access to Courses until payment is received. Certificates for completed training will not be provided until payment for Courses have been received in full.
- 5.12. If any Course Fee remains unpaid for more than 90 days then HST may cancel the Order which will also delete any data, including personal data held on the Learner record relating to the unpaid Course Fee. This includes any progress the Learner may have made on the Course.
- 5.13. Any payment which is required to be made on a day that is not a Business Day, may be made on the next Business Day.

## **6. Complaints and Appeals**

- 6.1. If You consider You have been treated unfairly or have a complaint relating to Our products or the quality of service you have received from Us, We

welcome Your feedback and see this as an opportunity to improve Our service.

- 6.2. If You consider any assessment to have been unfair, We shall deal with any complaints or appeals within 5 working days. Should there be any delay We will keep You informed.
- 6.3. When You raise your complaint or appeal with Us, remember to send copies of all correspondence between You and Us relating to your complaint.
- 6.4. Complaints or appeals should be sent via email to [support@highspeedtraining.co.uk](mailto:support@highspeedtraining.co.uk). Alternatively, You may contact Our Customer Service team by telephone on 0333 006 7000 or by post to HST at Riverside Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ.

## **7. Intellectual Property Rights**

- 7.1. As referred to in Clause 2.8, HST grants Customers and Learners an irrevocable non-exclusive, fully paid-up, royalty-free, non-transferable, non-sublicensable licence to use or copy the Certificate for the purpose of attesting the Learners successful completion of a Course.
- 7.2. Without prejudice to Clause 7.1, the Customer acknowledges that all Intellectual Property Rights in and associated with the Courses shall remain owned by HST or its licensees and nothing in these Terms and Conditions purports to transfer, assign or grant any rights to You in respect of these Intellectual Property Rights.
- 7.3. All Customers or Learners agree that they will not change, amend, remove, alter or modify any of Our Intellectual Property.

## **8. Law and Policies**

- 8.1. HST shall, at all times, and at its own expense when performing its obligations under the Contract Customer shall provide:
  - 8.1.1. comply with any Applicable Laws; and
  - 8.1.2. comply with the Mandatory Policies; and
  - 8.1.3. comply with all applicable health and safety rules and regulations and security requirements in place at the Corporate Customer's premises and any other facilities to which HST has access that is or are agreed upon by the Parties.
- 8.2. Each Party shall inform the other Party as soon as reasonably possible and practicable when it becomes aware of any changes to the Applicable Laws.

## 9. Data Protection

- 9.1. HST complies with Data Protection Legislation.
- 9.2. Where the Customer is an Individual Customer, HST is the Controller as defined in the Data Protection Act 2018 for any Personal Data processed in association with providing the Course.
- 9.3. Where the Customer is a Corporate Customer, the Corporate Customer is the Controller and HST is the Processor as defined in the Data Protection Act 2018 for any Personal Data processed in association with providing the Course.
- 9.4. HST processes Individual Customers personal data as set out in Our Privacy Notice which can be found [here](#).

## 10. Data Processing Agreement

- 10.1. In this Clause 10, the terms “personal data”, “processing”, “data subject”, “controller”, “processor”, and “personal data breach” shall have the meanings defined in Article 4 of the UK GDPR, and the terms “Data Processor” and “Data Controller” shall have the same meanings as “processor” and “controller” respectively. The term “domestic law” means the law of the United Kingdom or a part thereof.
- 10.2. The Parties shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 10 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 10.3. For the purposes of the Data Protection Legislation and for this Clause 10, the Corporate Customer shall be the “Data Controller”, and HST shall be the “Data Processor”.
- 10.4. The scope, nature, and purpose of the processing; the duration of the processing; the type(s) of personal data; and the category or categories of data subject shall be set out in [Our Privacy Notice](#).
- 10.5. The Data Controller shall (without prejudice to the generality of Clause 10.2) ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to or the lawful collection of personal data by the Data Processor for the purposes described in the Order for the duration of the Contract.

- 10.6. The Data Processor shall (without prejudice to the generality of Clause 10.2), with respect to any personal data processed by it in relation to its performance of any of its obligations under the Contract:
- 10.6.1. process the personal data only on the written documented instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by domestic law. The Data Processor shall promptly notify the Data Controller before carrying out such processing unless it is prohibited from doing so by that law;
  - 10.6.2. ensure that it has in place appropriate technical and organisational measures to protect the personal data from unauthorised or unlawful processing, accidental loss, damage, or destruction. Such measures shall be appropriate and proportionate to the potential harm resulting from such events and to the nature, scope, and context of the personal data and processing involved, taking into account the current state of the art in technology and the cost of implementing those measures;
  - 10.6.3. ensure that any and all persons with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
  - 10.6.4. assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, security, breach notifications, and consultations with supervisory authorities or other applicable regulatory authorities (including, but not limited to, the Information Commissioner's Office);
  - 10.6.5. notify the Data Controller without undue delay of any personal data breach of which it becomes aware;
  - 10.6.6. on the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination or expiry of the Contract unless it is required to retain any of the personal data by domestic law; and
  - 10.6.7. maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 10 and to allow for audits, including inspections, by the Data Controller and/or any party designated by the Data Controller. The Data Processor shall inform

the Data Controller immediately if, in its opinion, any instruction infringes the Data Protection Legislation.

- 10.7. These Terms and Conditions and this Clause 10.7 shall provide the Data Controllers written agreement for the Data Processor to retain any Learners Personal Data (limited to name only) for the purpose of Certificate Validation as described in Clause 4.9 and in accordance with Our data retention policy.
- 10.8. These Terms and Conditions and this Clause 10.8 and Clause 11 shall provide the Data Controllers written consent to the Data Processor using Sub-processors and for the transfer of any personal data outside of the UK.

## **11. Sub-processors**

- 11.1. As referred to in Clause 10.7 it may be necessary for the Data Processor to process personal data provided by the Data Controller with Sub-processors used by the Data Processor in the delivery of Courses and other learning resources. Any Sub-processors are contractually obliged to comply with all applicable data protection requirements set out in the Data Protection Legislation.
- 11.2. A list of third-party sub-processors is available on request.

## **12. Liability**

- 12.1. Nothing in the Terms and Conditions limits or excludes Our Liability for:
  - 12.1.1. death or personal injury caused by Our negligence;
  - 12.1.2. Fraud or fraudulent misrepresentation.
- 12.2. Subject to Clause 12.1, We will under no circumstances whatever be liable to you, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - 12.2.1. any loss of profits, sales, business, or revenue;
  - 12.2.2. loss or corruption of data, information or software;
  - 12.2.3. loss of business opportunity;
  - 12.2.4. loss of anticipated savings;
  - 12.2.5. loss of goodwill; or
  - 12.2.6. any indirect or consequential loss.

- 12.3. Subject to Clause 12.1 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 of the Courses in the Order save to the extent that cover is provided under our professional liability insurance.
- 12.4. Except as expressly stated in these Terms and Conditions, We do not give any representation, warranties or undertakings in relation to the Courses. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise are excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Courses are suitable for Your purposes or the purposes of any Learner within your organisation who is intending to do a Course.

### **13. Force Majeure**

- 13.1. For the purposes of the Contract, “Force Majeure Event” means, in relation to either Party, any circumstances beyond that Party’s reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; shortage of components or raw materials; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by suppliers or sub-contractors; collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent, or any similar or dissimilar circumstances.
- 13.2. If any Force Majeure Event occurs in relation to either Party which affects or may affect that Party’s performance of its obligations under the Contract, the affected Party shall notify the other Party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. The affected Party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 13.3. Subject to compliance with Clause 12, neither Party shall be deemed to be in breach of the Contract or shall otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of which it has notified the other Party, and the time for that performance shall be extended accordingly.
- 13.4. If the performance by either Party of any of its obligations under the Contract is prevented, hindered, or delayed by a Force Majeure Event for a continuous period in excess of 30 days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

#### **14. Termination**

- 14.1. Without prejudice to any other right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party in the event that the other Party:
- 14.1.1. is in material breach of any of the terms of this Contract and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
  - 14.1.2. (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
  - 14.1.3. (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
  - 14.1.4. becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
  - 14.1.5. has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
  - 14.1.6. ceases, or threatens to cease, to carry on business.
- 14.2. For the purpose of Clause 14.1.1. a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.



## **15. Effects of Termination**

15.1. Upon the termination or expiry of the Contract for any reason:

- 15.1.1. any sum owing by either Party to the other Party under the Contract shall become immediately due and payable; or
- 15.1.2. each party shall immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information; or
- 15.1.3. termination or expiry shall not affect or prejudice any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry including, but not limited to, the right to claim damages or any other remedy in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 15.1.4. any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the termination or expiry of the Contract shall remain in full force and effect.

## **16. No waiver**

16.1. No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **17. Further Assurance**

17.1. Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

## **18. Variation**

18.1. Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by the Parties (or their authorised representatives).

## **19. Severance**

19.1. In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

## **20. Assignment and Sub-Contracting**

20.1. The Contract shall be personal to the Parties. Neither Party may assign, or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

## **21. Third Party Rights**

21.1. No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

21.2. Subject to this Clause 21, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

## **22. Relationship of the Parties**

22.1. Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

## **23. Notices**

23.1. All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2. All notices under the Contract shall be addressed to the most recent postal address given in these Terms and Conditions or the email address [compliance@highspeedtraining.co.uk](mailto:compliance@highspeedtraining.co.uk) or as otherwise notified in writing by either Party to the other from time to time.

23.3. Notices shall be deemed to have been duly given:

- 23.3.1. when delivered, if delivered by courier or other messenger during the normal business hours of the recipient, on signature of a delivery receipt; or
- 23.3.2. when sent, if sent by email during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume; or
- 23.3.3. at 9.00 a.m. on the third Business Day following mailing, if mailed by first-class mail, postage prepaid.

23.4. For the purposes of this Clause 23, "normal business hours" shall mean 9.00 a.m. to 5.00 p.m., Monday to Friday on a day that is not a public or bank holiday.

## **24. Entire Agreement**

- 24.1. The Contract constitutes the entire agreement between the Parties with respect to its subject matter.
- 24.2. Each Party acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.

## **25. Updates to these Terms and Conditions**

- 25.1. HST reserves the right to review and modify these Terms and Conditions from time to time.
- 25.2. The Terms and Conditions published on Our Site at the time the Order is placed will be applicable to that Order.

## **26. Law and Jurisdiction**

- 26.1. The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 26.2. Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

## 27. THE FOLLOWING ADDITIONAL CLAUSES ONLY APPLY IF YOU ARE A CONSUMER

### 27.1. Your Statutory Right To Cancel:

- 27.1.1. As a consumer (Individual Customer), You have a statutory right to cancel Your Contract with HST up to 14 Calendar Days after the Contract between You and HST is formed (as explained in Clause 2). You may cancel Your Contract with HST for any reason under this right. If You wish to cancel Your Order before receiving the Order Confirmation or if you wish to cancel the Contract after receiving the Order Confirmation but before the Course is accessed, Clause 27.2 will not apply.
- 27.1.2. If you have accessed the Course within the 14 Calendar Day cancellation period Your statutory right to cancel may be limited or lost. By accessing the Course within the statutory cancellation period you acknowledge and agree that:
- 27.1.2.1. If the Course is accessed and a Certificate issued within the 14 Calendar Day cancellation period, You will lose your right to cancel after the Course has been completed.
- 27.1.3. If You wish to exercise Your right to cancel under this Clause 27, You must inform HST of your decision. You may do so in any way that is convenient for You.
- 27.1.4. Please ensure that You inform HST of Your decision to cancel before the period in Clause 27.1 expires (note that the cancellation period is defined as whole Calendar Days. If, for example, You send HST an email or a letter by 23:59 on the final day of the cancellation period, Your cancellation will be valid and accepted). The simplest way to do this is by filling in the cancellation form on Our Site. If You utilise this method to cancel the Contract We will email You to confirm We have received Your cancellation. You may also send HST an email at [support@highspeedtraining.co.uk](mailto:support@highspeedtraining.co.uk) or contact Our Customer Services team by telephone on 0333 006 7000 or by post to HST at Riverside Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ.
- 27.1.5. We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services, however You are under no obligation to provide any details if You do not wish to.
- 27.1.6. Refunds under this Clause 27 will be issued to You no later than 14 Calendar Days after the date on which You inform HST that You wish to cancel.
- 27.1.7. Refunds under this Clause 27 will be made using the same payment method You used when ordering the Services.

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