

## DIGITAL CONTENT TERMS AND CONDITIONS OF BUSINESS

We are Risk Safety Services Ltd, whose registered office and postal address is 125 Snargate street Dover Kent CT17 9DA We own and operate the Website [www.risksafetyservices.co.uk](http://www.risksafetyservices.co.uk). We are a company registered in England and Wales, company registration number 08115646 (“Supplier”, “we” or “us”). You can check all of our information and contact details on the Contact Page of the Website

You are the client who buys any Product from us (“you”, “your”)

These Terms and Conditions incorporate all of the terms and conditions and policies on this Website so please read them carefully. You (the user) agree to these each and every time you view the Website or buy anything from us.

### 1 OUR DEFINITIONS

- (1) “**Agreement**” means the agreement between you and us for the provision of Products incorporating these Terms and Conditions of business, all of the terms and policies on this Website, any individual Order Confirmation and any special terms we have agree in writing.
- (2) “**Consumer**” has the same meaning ascribed in regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended. Please do note that our services and Products are applicable to businesses and we do not anticipate receiving orders from consumers.
- (3) “**Digital Content**”, in accordance with the Consumer Rights Act 2015, means “data which are produced and supplied in digital form” and includes our online training courses.
- (4) “**Intellectual Property Rights**” means any patent, trademark, service mark, registered design, copyright, design right, invention, know-how, confidential information or process including, but not limited to, management process, technical, creative or artistic concept and/or design, right to extract or exploit information from a list of contact details or a database, any contact or database rights and any application for any of the above, and any other intellectual property right recognised in any part of the world, whether or not presently existing or applied for, which is held by the owning party
- (5) “**Order Confirmation**” relates to orders which you place online using the Website and means the email confirming your order and describing your purchases.
- (6) “**Products**” means the items/products, including any Digital Content, which are detailed in the Order Confirmation
- (7) “**Website**” means the website and all content at <http://www.risksafetyservices.co.uk>

### Interpretation

### 2 ACCEPTANCE

- (1)(a) By using us, this Website and buying from us, you confirm that you are aged 18 or over.
- (b) Where an individual enters into an agreement on behalf of an organisation, the individual confirms that they have the right to do so and the organisation confirms that it will be bound by such agreement.
- (2) These Terms and Conditions and all of this Website’s terms and conditions and policies apply when you view and use this Website and place an order, unless we have agreed something different in writing with you before you order.
- (3) From time to time we will update the terms and conditions and policies and the amendments take effect immediately, and you agree to check the documents each time you use the Website. However, the terms and conditions which apply to your purchase are those which were current at the time of your purchase.

### 3 SUPPLY OF WEBSITE AND OUR OBLIGATIONS

- (1) The Website and Products are available on an “as is” and “when available” basis so we use our reasonable endeavours to supply the Website and Products but are not responsible for any

interruptions and/or failure to provide. We may, without any liability, suspend the Website for repair, maintenance or improvement (we aim to restore it as soon as we deem reasonably practicable), or alter the Website, contents or Products without prior notice.

(2) In addition, we make no warranty against electronic virus, worms or any other defect or problems which may occur in respect of any viewing or use of the Website or downloading from it. We will not be responsible for any loss or damage whatsoever caused resulting from a failure to provide or where a virus or defect occurs as a result of any download, email attachment or document we send to you.

(3) We make every effort to ensure that anything displayed on our Website, including any content, is displayed as accurately as possible but cannot be responsible for variations. What you see (particularly in so far as colours and shapes are concerned) depends on your display and settings and we cannot guarantee that this will be accurate.

(4) We reserve the right to vary or withdraw Products or make changes to the price of Products without any notice.

#### **4 PARENTAL SUPERVISION**

(1) We are concerned about the safety and privacy of our Website users, particularly children.

(2) You must be aged 18 or over to buy from this Website.

(3) Parents/guardians and other carers are responsible if they allow children to access and use this Website. We advise that parents/guardians supervise children's access and use to determine what is appropriate for the child.

(4) We do not and will not knowingly take an order or collect information from anyone under the age of 18. Parents/carers and other adults must ensure extra care is taken that personally identifiable information relating to children is never revealed either by them or anyone else under their supervision.

#### **5 WEBSITE USE AND INTELLECTUAL PROPERTY**

(1) We own the Website, including everything that we upload/put on it (the content) or we have a licence which allows us to do this.

(2) The Website and all the content we upload is subject to copyright which belongs to us or third parties from who we have a licence.

(3) As a user you are solely responsible for your use of the Website and agree that you will not in any way breach any of our rights (or those of any third party), including intellectual property rights and copyright

(4) We give you a licence, to view and use the Website and our content to buy Products. You need to register to get full access to all of the content. Please also see our Privacy Policy and Cookie Policy on our website.

(5) All copyright, trademarks and all other Intellectual Property Rights in the Website and our content remain at all times vested in us or our licensors. This means that you must not breach any of our rights nor interfere with the proper workings of the Website.

#### **6 WEBSITE ORDERING, FAULTY PRODUCTS, SUPPLY AND DELIVERY**

For information about ordering from our Website, and Product supply and faulty Products, please refer to our Website Ordering Policy

#### **7 ACCOUNT, PASSWORD AND SECURITY POLICY**

(1) If you access any part of the Website after completing a registration process, then you are responsible for keeping your account details, the username and password, confidential.

(2) If you think there is a problem with the confidentiality of your account and/or details you must email us immediately (see the Contact Page).

(3) We will not be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password or account details.

## **8 DIGITAL CONTENT LICENCE AND YOUR RESPONSIBILITY FOR PRODUCTS**

(1) **Licence and Intellectual Property Rights** - Unless we agree otherwise in writing

(a) Upon cleared payment when you buy Digital Content from our Website (or we give you a free trial), you are buying/ receiving a world-wide, royalty-free, non-exclusive licence to use it and the Digital Content Use and Licence explains what your rights and responsibilities are in relation to our Digital Content.

(b) We retain all the Intellectual Property Rights in anything we supply to you or it remains vested in third parties from whom we have a licence.

(2) You are solely responsible for ensuring that you choose and use Products to meet your specific needs. You should always read the Product's description and check that the Products are suitable for your own use before you buy.

(3)(a) The Products which we supply are intended for your guidance only and should always be used for the intended purposes and in accordance with any applicable instructions, advice, guidance, licence and information and you should take all care and precautions.

(b) Particularly, you should read through any documents which you purchase and download and make sure that they are adapted to reflect your need, organisation and how you will use them (see the Digital Content Use and Licence.

(c) Where appropriate or where you feel necessary, please take relevant independent professional advice before using any Product.

(4)(a) Except as we have expressly agreed in writing or those statutory warranties which apply by law (particularly to consumers), we offer no other express or implied warranties. Accordingly, you agree and understand that we are not responsible for any action you take or fail to take as a result of our Products, nor for any reliance you may place upon them, nor any consequences whatsoever during or as a result of our Products or failure to supply.

(b) This means that we will not be responsible for any damages or losses incurred because you rely on Products or you fail to follow guidance or to take appropriate action, precautions and care

## **9 THIRD PARTIES**

The Website may include links etc to third parties, including those who also offer you products and services (e.g. payment services). When you click on any links you may be forwarded to third party websites. We do not recommend, endorse nor have any control or responsibility over the third parties or their websites and it is your responsibility to ensure that you understand the terms and condition of the third parties and their websites.

## **10 LIABILITY AND INDEMNITY**

(1) To the extent that the law allows, we will not be held responsible for any damage, or loss whatsoever caused by your use of the Website.

(2) In the unlikely event that you have any right, claim or action against us, then your claim will be limited to the price of the Products you purchased which are the subject of the complaint or the sum of £20, whichever is greater

(3) You agree to completely indemnify us against all claims, liability, damages, losses, costs, and expenses, including any legal fees, known and unknown, arising from or in any way connected with your breach of your obligations under our terms and conditions and policies.

## **11 CUSTOMER SUPPORT – COMPLAINTS, HELP AND QUERIES**

If you have any queries or complaints, please refer to our Customer Service Policy

## **12 OUR LIABILITY AND LIMITATION AND YOUR INDEMNITY**

(1) Nothing in our Agreement with you excludes or limits our liability for death or personal injury resulting from our negligence or that of our employees or agents.

(2) We will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or any

third party howsoever caused, including as a result of any negligence, breach of contract, misrepresentation or otherwise.

(3) Your remedies are limited to damages which will not exceed the greater of £20 or the price of the Products you purchased and which are the subject of your complaint.

(4) You undertake to indemnify and keep us fully indemnified at all times from and against any actions, proceedings, claims, demands, costs (to include, without prejudicing the generality of this clause, legal costs), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by you of any of your obligations, undertakings or warranties as set out within our Terms and Conditions, policies, Order Confirmation or as otherwise agreed with you.

### **13 PRIVACY & DATA PROTECTION**

(1) Please specifically refer to our Please also see our Privacy Policy and Cookie Policy. which will explain our use of information, including our use of cookies.

### **14 GENERAL TERMS – applies to all use and purchases**

(1) **Assignment** - You specifically agree that you cannot transfer, sell or share any rights in any way and nobody else can benefit but you without our express written consent.

(2) **Third party rights** - Nothing in our Agreement is intended to give any benefit to any third party (whether referred to by name, class, description or otherwise) or any right to enforce any Agreement with us.

(3) You agree that nothing in our Agreement will be deemed to create any partnership, joint venture or agency relationship between us.

(4) **Notices** - Unless otherwise provided for, Notices for each other must be in writing by

(a) Email, using our respective email addresses as detailed in the Order Confirmation (for you) or the Contact Page (for us). Notices by email are deemed to have been received on the working day on which they were sent following a valid successful delivery receipt being retained by the sender OR

(b) Post using our respective postal addresses as detailed in the Order Confirmation (for you) or the Contact Page (for us), using a tracked postal service where the sender retains details of posting and a signature is obtained from or on behalf of the addressee. Notices by post will be deemed to have been received on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.

(5) **Force Majeure** – We will not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control including, but not limited to, acts of God, accidents, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply and we are entitled to a reasonable extension of our obligations.

(6) **Waiver** - Nothing in our Agreement and no express or implied waiver by us in enforcing any of our rights shall prejudice our rights to do so in the future.

(7) **Invalidity** - Each clause or any part at all of our Agreement is to be regarded as independent of the others. This means that should any clause or any part at all of our Agreement be found to be unenforceable or invalid, it will be severed and will not affect the enforceability or validity of the rest of our Agreement.

(8) **Governing Law and Jurisdiction** - Our Terms and Conditions and policies, together with our Agreement with you, shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts. However, it is agreed between the parties that any disputes will be settled by either commercial mediation or Arbitration only.